

AN AGREEMENT

between

THE CITY OF NORTH ROYALTON, OHIO

and

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
OHIO COUNCIL 8,
AND
LOCAL 3410**

EFFECTIVE: January 1, 2010

EXPIRES: December 31, 2011

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Royalton, hereinafter referred to as the "Employer and Ohio Council 8, AFSCME, and Local 3410, hereinafter referred to as the "Union".

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of North Royalton, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part-time employees employed and occupying the positions specifically set forth in Appendix "A", attached; excluding all casual, part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

3.02 Any employee who is promoted from this bargaining unit to a position outside the bargaining unit such as working foreman, shall have the right to return to the bargaining unit at his previously held position and the current wage rate of the position.

3.03 An employee who returns to the bargaining unit shall regain his seniority at the level he had at the time he was promoted to a supervisory position. No employee within the bargaining unit will be reduced in position or wage rate as a result of such return to the bargaining unit.

ARTICLE IV

NEW AND CHANGED JOBS

4.01 In the event the Employer establishes a classification which did not exist on the effective date of the Agreement and where there exists a community of interest, the Employer shall give written notice to the Union. Upon written request by the Union, the Employer will

meet and confer about including the new classification in the existing bargaining unit. If the parties are unable to agree, and impasse on the issue exists, the Union may petition the State Employment Relations Board for unit clarification, in accordance with Chapter 4117.

ARTICLE V

DUES DEDUCTIONS

5.01 During the term of this Agreement the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

5.02 The Employer agrees to supply the Union with an alphabetical list of those employees, including address, social security number and amount deducted, from whom dues deductions have been made. Such list shall also include any deletions or additions and reasons therefor.

5.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to Ohio Council 8, AFSCME, AFL-CIO, as soon as possible, but not later than seven (7) days from the date of making said deductions.

5.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VI

FAIR SHARE FEE

6.01 All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment.

6.02 All bargaining unit employees, who do not become members in good standing of the Union, shall be required to pay a fair share fee to the Union effective sixty-one (61) calendar days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

6.03 The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

6.04 Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, social security numbers and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

6.05 The City shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by AFSCME to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the Ohio Council 8 Regional Office.

ARTICLE VII

MANAGEMENT RIGHTS

7.01 Not by way of limitation of the following paragraph, but to only indicate the type of mailers or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

7.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE VIII

NO-STRIKE

8.01 The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

8.02 In addition, the Union shall cooperate at all times with the Employer in the

continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, walkout, or their concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this article, provided that the Union meets all of its obligations under this article.

8.03 It is further agreed that any violation of the above shall be sufficient grounds for immediate discharge or other disciplinary action.

8.04 The Employer agrees that it will not lock-out any employee for the duration of this Agreement.

ARTICLE IX NON-DISCRIMINATION

9.01 The Employer and the Union agree not to discriminate against any employee on the basis of race, color, creed, national origin, sex, age, handicap, Union membership or activity.

9.02 The Employer recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities, or to refrain from such. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the Employer against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE X LABOR-MANAGEMENT COMMITTEE

10.01 A Labor-Management Committee composed of not more than two (2) Union representatives and two (2) Employer representatives shall meet quarterly, or more or less frequently as mutually agreed, at mutually agreed upon times to discuss and make recommendations that:

- a) Will further good relations between the parties;
- b) Will eliminate or alleviate various problems that arise from time to time;
- c) Will further safety in all areas; and
- d) Will establish a line of communication between the parties for the benefit of all.

10.02 Prior to convening a Labor-Management meeting, the Union President and the Department Head shall establish the meeting's agenda.

10.03 The City shall make reasonable attempts to provide safety equipment and

maintain proper safeguards and safe working conditions for all employees.

ARTICLE XI

PART-TIME EMPLOYEES

11.01 Regular part-time employees shall only be entitled to accrue sick leave, on a pro-rata basis and shall not be entitled to any other fringe benefits under this Agreement.

ARTICLE XII

PROBATIONARY PERIOD

12.01 The probationary period for all newly hired employees and promotional probationary employees shall be six (6) months and ninety (90) days, respectively. Employees shall have no seniority during probationary periods, however, upon completion of the probationary period, seniority shall start from date of hire.

12.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained or to any Civil Service Commission.

ARTICLE XIII

BULLETIN BOARDS

13.01 The Employer agrees to provide lockable employee bulletin boards in each of the following areas:

- a) Service Center;
- b) Waste Water Treatment Plant;
- c) City Hall;
- d) Building/Engineering Department
- e) Police Department

13.02 The Union shall provide the Employer with a key to the bulletin boards. The bulletin boards shall be located near the employee reporting areas.

13.03 Notices or postings shall not contain anything of a local political or derogatory nature reflecting upon the Employer, any of its employees or officers, or the labor organization.

13.04 Copies of all material to be posted shall be provided to the Employer at the time of posting.

13.05 The Employer will also provide the Union a mail slot at City Hall, if such slot is available.

ARTICLE XIV

UNION REPRESENTATION

14.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards". Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work. The Union shall notify the Employer, in writing, of its selections.

14.02 The Employer shall recognize one (1) Steward and one (1) Alternate Steward from each of the following locations: Waste Water Treatment Plant, City Hall, City Service Building and the Service Department. The Steward shall represent employees on all shifts. The Alternate Steward shall be recognized when the regular Steward is absent or otherwise not available.

14.03 The Union President and Stewards, or Alternate, as described in paragraph 14.02 of this Article, shall be allowed reasonable time to address matters set forth in paragraph 14.01, above, and the Union President may attend to Union matters, not to exceed two (2) hours per month, without loss of pay during working hours, provided prior notice and approval is given by his immediate supervisor.

14.04 Stewards and Union Officers shall adhere to the following procedure in processing grievances and in carrying out all other functions of their offices.

- A. An employee having a grievance as defined herein shall notify his Steward who will notify the employee's immediate supervisor to arrange for the release of the employee to meet with the Steward.
- B. Before leaving his job, the Steward shall record on a Steward Activity Sheet the time he starts his Union work. Upon request, a copy of the record will be furnished to the Union.
- C. Upon returning to his job, the Steward shall first report to his own supervisor before resuming work if the supervisor is available, or, if he is unavailable, as soon as possible after resuming work.
- D. In the event of the absence of the Steward and the Alternate Steward, the President shall be called in their place. In the absence of the President, the Vice-President shall be called.
- E. A Steward having an individual grievance in connection with his work may ask for the President to assist him in adjusting the grievance with his supervisor.

14.05 There shall only be one (1) Union representative who is a City employee at any grievance meeting, plus the Ohio Council 8 representative. No other representative shall attend such a meeting without the express approval of the Union and Employer. There shall be no recording devices used at any such meetings without the mutual agreement of the Employer

and Union.

ARTICLE XV

SENIORITY

15.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

15.02 An employee's seniority shall be terminated when one or more of the following occur:

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid-off for a period of time exceeding eighteen (18) months;
- d) He retires;
- e) He fails to report for work four (4) consecutive working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work within one (1) year or upon the expiration of any leave applicable to him, whichever is greater;
- g) He refuses to recall or fails to report to work within fourteen (14) working days from the date the employee receives a recall notice, by certified mail.

15.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

15.04 The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the contract and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department date of hire, and designation as to full-time or part-time status for each employee. The City shall provide the Local Union President with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

15.05 Seniority for part-time employees shall be on a pro-rata basis, with 2080 hours of actual service constituting one (1) year of seniority. Part-time employees may exercise seniority rights only against other part-time employees and probationary employees.

15.06 Full-time employees who were formerly part-time City employees shall have their part-time City service counted for seniority purposes on a pro-rata basis. The former part-time service must be continuous and uninterrupted and this service must also be immediately concurrent with the full-time service to qualify. Part-time service shall be on the basis of 2080 hours of constituting one (1) full year of service.

ARTICLE XVI

LAY-OFF AND RECALL

16.01 Where, because of lack of work, lack of funds or reorganization, resulting in abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Union President or his designee no less than twenty-one (21) days in advance of any such lay-off, indicating how many employees will be affected and what department(s) are being reduced. Such reductions shall be made in accordance with the provisions hereinafter set forth.

16.02 Employees within affected classifications shall be laid off according to their relative seniority (within the department) with the least senior employee being laid off first, providing that all students, temporary, part-time, seasonal and probationary employees within the affected classifications are laid off first. For the purposes of this article, department or bargaining unit shall mean the various positions included in Appendix "A".

16.03 Employees who are laid off from one classification may displace (bump) another employee with lesser seniority in a lower rated classification within the same department.

16.04 Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in a lower rated classification pursuant to the provisions of paragraph 16.03, above.

16.05 At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provisions, shall be laid off.

16.06 Employee(s) who are laid off, shall have the option of bumping another employee pursuant to the above provisions, or being directly laid off by the Employer.

16.07 In all cases where one (1) employee is exercising his seniority to bump another employee, his right to bump into another department is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to bump, as determined by the Employer.

16.08 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his lay-off.

16.09 Notice of recall shall be sent to the employee's address listed on the Employers records and shall be sent by certified mail. An employee who refuses recall or does not report for work within fourteen (14) days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

16.10 Employee(s) scheduled for lay-off shall be given a minimum of twenty-one (21) days advance notice of lay-off.

16.11 Each notice of lay-off shall contain the following information:

- 1) The reason for lay-off or displacement;
- 2) The date that the lay-off or displacement becomes effective;
- 3) The employee's seniority date in the classification;
- 4) A statement advising the employee of the right to recall and re-employment.

16.12 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the City may, at its sole discretion, grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

16.13 In the event a job opening occurs in a lower rated classification, the most senior employee on lay off will be recalled and given the option of accepting the job or not, provided he has the ability and qualifications, as determined by the Employer, to perform the work in question. If the employee accepts the job opening, he will have the right to claim his original classification in the event it becomes available within eighteen (18) months.

16.14 Recall lists shall be kept current by the City. The Union President shall be furnished and/or forwarded a copy of all recall lists as they are made current by the City.

ARTICLE XVII VACANCIES AND JOB POSTINGS

17.01 When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay, and the date of the posting and bid deadline date.

17.02 Any employee wishing to apply for the posted vacancy must submit his letter of intent in writing to the Mayor's office by the end of the posting period in order to be considered for the position.

17.03 If more than one (1) employee applies for a vacancy, the vacancy shall be awarded to the employee with the highest passing score on the qualifying exam as follows:

- (A) Up to 25 points for seniority: The most senior applicant shall receive 25 points. Any applicant whose seniority date is three months or less later than the most senior applicant also shall receive 25 points. Other applicants shall receive one point less than 25 for each year they are less senior than the most senior

applicant and 0.5 point less for any period of more than 3 months but less than one year.

(B) Up to 40 points for skills test: The test shall consist of an actual demonstration by the applicant and possibly a written exam by either in-house or outside testers. The 40 points may include up to 5 points for an employee demonstrating special skills or education.

(C) Up to 35 points for work record:

- a) Up to 10 points for work attitude as determined by current supervisor.
- b) Up to 10 points based on disciplinary record.
- c) Up to 10 points based on attendance record.
- d) Up to 5 points based on record of lack of preventable injuries or preventable accidents.

To pass, an employee must receive a score of at least 75 points. If no employee applicant passes, the City may hire a qualified applicant from outside the bargaining unit. To be qualified, an outside applicant must meet the qualifications listed in the job description and pass the skills test taken by the employee applicants.

17.04 If the job is to be filled, the effective date of the promotion shall be as soon as possible, but no later than thirty (30) days after the selection has been made, and once the selection has been made, the Employer will notify all applicants and the Union President, or his designee, of the selection.

17.05 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a period of one hundred eighty (180) days, pending the Employer's determination to fill the vacancy on a permanent basis.

17.06 An employee who is awarded a new job title shall be required to satisfactorily complete a ninety (90) day probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employers discretion, that the employee cannot satisfactorily perform the new job, he may be returned to his previously held position at his prior rate of pay.

17.07 If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

17.08 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

17.09 On or before January 15th each year, the Service Director will post the following assignments: Garbage, Recycle (Aluminum, Plastic, and Paper) and Yard Waste routes for each Service Department employees to bid. The most senior employee will be selected to remain on the route for one (1) year, unless Service Director determines the employee's performance to be unsatisfactory. In which case, the employee may be removed with just cause. If there are not enough bidders for a particular assignment the Service Director will appoint the least senior employees to the route for one (1) year as long as their performance remains satisfactory.

ARTICLE XVIII

TEMPORARY TRANSFERS

18.01 Any employee who is temporarily assigned to a job classification with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay for all time worked in such position.

18.02 The Employer will not transfer employees subject to temporary assignment for the sole purpose of avoiding the higher pay rate, set forth above.

18.03 Temporary assignments or transfers will not normally exceed six (6) months. Employees will not be transferred from such temporary assignment or transfer for the sole purpose of extending the above six (6) month period.

ARTICLE XIX

DISCIPLINE

19.01 Disciplinary action taken by the Employer shall be for just cause.

19.02 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting with the Department Head or his designee and with his Union Representative to respond to any proposed disciplinary charges.

19.03 Any non-probationary employee who is to be suspended, disciplined or discharged shall be given written notice regarding the reason(s) for the disciplinary action within seven (7) days after the Employer determines that the employee shall be disciplined.

19.04 Discipline shall normally be applied in a corrective progressive manner. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge.

19.05 In case of a suspension or a dismissal of a non-probationary employee, the employee may immediately file a grievance at Step 3 of the grievance procedure.

19.06 Records of disciplinary action not resulting in time off which are twelve (12) months old, shall not be used against the employee in the consideration of subsequent disciplinary action if there has been no occurrence of a similar type incident within the twelve (12) month period.

19.07 Records of disciplinary action resulting in time off which are three (3) years old, shall not be used against the employee in the consideration of subsequent disciplinary action if there has been no occurrence of a similar type incident within the three (3) year period.

ARTICLE XX

DISCIPLINARY PROCEDURE

20.01 All employees shall have the following rights:

A. An employee shall be entitled to only Union representation at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as a result of the exercise of his rights under this procedure.

20.02 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the provisions contained herein and the employee's employment shall be terminated.

20.03 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible, and shall also be given to the local union president and steward. The Employer shall notify the employee and the Union within seven (7) days after the Employer has knowledge of the incident that the Employer intends to impose discipline that may result in a suspension or discharge. Disciplinary actions resulting in a reprimand shall be imposed within ten (10) days after the Employer has knowledge of the incident. Notice of Disciplinary actions resulting in a suspension or discharge shall be issued within sixty (60) days after the Employer has knowledge of the incident resulting in the proposed disciplinary action.

20.04 Before any discipline is imposed, the employee and his/her union representative shall be entitled to a pre-disciplinary hearing before the employee's department head. If after this hearing the department head decides to impose a penalty that does not involve a suspension, demotion, or removal from service, the department head may impose the penalty, and the employee may grieve it.

Where the department head seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, he shall make such a recommendation to the Mayor and notice of such proposed discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt request, with a copy to the local union

president and steward. If the employee grieves the proposed suspension, demotion, or removal from service, the Mayor or designee shall convene a hearing at Step 3 of the grievance procedure.

20.05 The Union on behalf of all the employees covered by this Agreement and its own behalf hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

20.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator, or
4. the penalty may be imposed after the hearing before the Mayor in Section 20.04, subject to the Union's right to appeal it to arbitration.

ARTICLE XXI

SICK LEAVE

21.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious injury, illness or death in the employee's immediate family.

21.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked, excluding overtime, and may accumulate such sick leave hours to an unlimited amount.

21.03 An employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefor at least one-half (1/2) hour before the start of his work shift each day he is to be absent, when possible.

21.04 Sick leave may be used in segments of not less than one (1) hour.

21.05 The Department Head may require such proof of illness, injury or death as may be satisfactory to him, (e.g., obituary notice from a newspaper) or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In the event, an employee absent for more than three (3) consecutive days must supply a physician's report to be eligible for paid sick leave. Such requirement shall not be imposed in an arbitrary or capricious manner.

21.06 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

21.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Department Head.

21.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined, by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

21.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children unless the employee has no spouse in which case the employee's parents shall be included in the immediate family. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employees parents, spouse, child, brother, sister, grandparents, parents-in-law, brother-in-law and sister-in-law, aunts and uncles.

21.10 An employee who transfers from this Department to another Department of the Employer, shall be allowed to transfer his accumulated sick leave to the new Department, providing that his amount or accumulated sick leave shall not exceed the accumulation limit in effect in his new Department.

21.11 Each employee who has accumulated in excess of nine hundred (900) hours sick leave and has not used all the sick leave hours accumulated since December 31st of the previous year may receive payment for the unused sick leave accumulated during that year to the ratio of one (1) hour of pay for each three (3) sick leave hours (one-third of sick leave accrual for that year) and one (1) hour for each three (3) sick leave hours (one-third of sick leave accrual for that year) will be added to the employee's total accumulated sick leave. The eligible employee who has met the threshold amount of sick leave accumulation may, at his option, elect not to take the cash option but may continue to accumulate two-third (2/3) of his accrued sick leave for that calendar year. One-third of the annual unused sick leave shall be forfeited to the City each year upon accrual of the threshold amount The option to cash out one-third time or to accumulate two-thirds (2/3) must be made immediately after December 31st . Employees who opt for the cash conversion of sick leave will be paid in the first pay period in February at the prior year's rate of pay. Upon retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and is eligible to receive payments from a state pension plan, the employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated and unused sick leave hours, earned by the employee as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed six hundred fifty (650) sick leave hours.

21.12 An employee eligible for cash payment pursuant to paragraph 21.11 may, at his option, elect to take an early retirement with the monetary value of such cash payment being applied to such early retirement.

21.13 An employee shall be granted time off with pay without deduction from any sick leave for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) days off for each death in the immediate family. For the purposes of this article, "immediate family" shall be defined to only include the employee's spouse, children, parents, brothers, sisters, parents-in-law or person in loco parentis.

21.14 Funeral leave may be extended upon approval, with the use of holidays, vacation days, sick days or compensatory days.

21.15 When an employee is unable to work due to a serious illness or injury and has used all available accumulated leave, the City may permit any other bargaining unit member(s), who has (have) a minimum of 400 hours of sick leave, at that employee's discretion, to transfer their accumulated sick leave up to eighty (80) hours and/or bonus sick leave from their own account to that of the employee without any accumulated leave. Such transfers shall not count as sick leave usage of the employee donating the leave for purposes of this Agreement.

ARTICLE XXII

INJURY LEAVE

22.01 When an employee is injured in the line of duty, he shall be eligible for a paid leave not to exceed ninety (90) calendar days per incident. In order to be eligible for injury leave, the employee shall file a Workers Compensation claim for lost wages, i.e., temporary total disability, and shall sign a waiver assigning to the City all sums received by the employee from Workers Compensation for lost wages to a maximum of ninety days or the amount of injury leave benefits advanced by the City. In the event Workers Compensation ultimately denies benefits to the employee, after the employee has exhausted all available appeals and administrative remedies provided under the Worker Compensation Act, then the employee shall reimburse the City one-half (1/2) of the injury leave received through reduction of all accrued leaves, current or future.

22.02 If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, at the Employers sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

22.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not, and for the period in which the employee is disabled, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related. If there is a conflict between the employee's and

Employers physicians, a third physician shall be consulted whose opinion shall govern. This third physician shall be selected by a mutual agreement between the Employer and the employee, who shall share the costs equally.

22.04 If the attending physician(s) of an employee so certifies that the employee may return to temporary light or temporary restricted duty, the City, at its discretion, and if the City has suitable work for such employee, may assign the employee to light duty work.

22.05 All employees are subject to the City's Transitional Work Program Policy.

ARTICLE XXIII

FAMILY & MEDICAL LEAVE

23.01 The Employer, upon request of an employee, because of the birth of a child or the care for a newborn child, the adoption of a child; the need to care for a spouse, child or parent with a serious health condition, or the employee's serious health condition, shall grant a leave of absence without pay or benefits except as provided in this Article. Any employee on an unpaid family medical leave of absence, (i.e., one who has exhausted all paid leaves) or employee requests unpaid FMLA leave, shall not earn vacation, holidays, sick leave or any other contractual time off benefits.

23.02 The Family and Medical Leave shall not exceed six (6) months. Leave shall start and be computed in a rolling year when first approved. If the employee is unable to return to active work status within six (6) months, such employee may be granted a reasonable extension.

23.03 An employee using Family and Medical Leave shall be entitled to twelve (12) weeks of health insurance as provided in Article XXVIII of this Agreement. During the remaining balance of the Family and Medical Leave, the employee shall have the right to purchase health insurance at the City's group rate at the employee's cost.

23.04 An employee requesting Family and Medical Leave must present, at the time the request is made, a certificate stating the probable period for which the employee requests this leave.

23.05 Upon request, employee shall be permitted to use any or all of the employee's accumulated leave credit which will not count against an employee's annual Family and Medical Leave for purposes of receiving the health insurance coverage paid by the Employer but shall count as FMLA leave. The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation or sick leave to exhaust such time which are separate banks of accumulated time under this article.

23.06 A husband and wife employed by the City of North Royalton in any position or capacity are eligible for FMLA leave up to a combined total of twelve (12) weeks of leave during the twelve month period referenced in Section 23.02, except that the AFSCME Local 3410 (general unit) employee is entitled to a combined six (6) months, if the leave is taken:

- (1) For the birth of the employee's son or daughter or to care for the child after birth;
- (2) For placement of son or daughter with the employee for adoption or foster care, or to care for the child after placement; or
- (3) To care for the employee's parent with a serious health condition.

ARTICLE XXIV

UNPAID LEAVES OF ABSENCE

24.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay or benefits because of injury, illness, education purposes, employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer. Such requests shall not be unreasonably denied.

24.02 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of the leave of absence request for ten (10) working days or less. For a leave request in excess of ten (10) working days, the employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his absence, including seniority.

24.03 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

24.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

24.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

24.06 Employees absent from work without authorization or approval shall be considered on an unauthorized leave. An unauthorized leave for a period of more than four (4) eight (8) hour consecutive working days may, at the Employers discretion, subject the employee

to disciplinary action, including discharge.

ARTICLE XXV

APPLICATION FOR LEAVE OF ABSENCE

25.01 All leaves of absence without pay and any extension thereof must be applied for in writing to the Mayor or his designee, on forms supplied by the Employer, at least ten (10) working days prior to the proposed commencement of the leave except in serious or unusual circumstances, as determined by the Employer. Notification of the approval or denial of their requested leave shall be given to the employee in writing within five (5) working days after the submission of the request. Any denial of a requested leave shall include the reason for the denial.

ARTICLE XXVI

MILITARY LEAVE

26.01 In accordance with state and federal law, any employee who presents official orders requiring his attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to military leave as set forth in the Ohio Revised Code. However, the employee shall surrender his military leave pay to the Employer up to his regular rate of pay and shall receive up to 176 hours of pay annually, at his normal rate of pay .

ARTICLE XXVII

JURY AND WITNESS DUTY

27.01 An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated his regular pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, an employee shall turn in to the Employer a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

ARTICLE XXVIII

UNION CONVENTIONS & CONFERENCES

28.01 Two (2) duly elected Union delegates or alternates shall be granted time off without pay, not to exceed five (5) days, per calendar year, for the purpose of attending Union related seminars, conventions, etc. Leave requests shall not be unreasonably denied but shall be limited according to the operational needs of the Employer.

ARTICLE XXIX

HOLIDAYS

29.01 All full-time employees shall receive the following paid holidays:

New Years Day

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Personal Days (8)

29.02 In order to be eligible for the above holidays, the employee must report to work and actually work the last scheduled work day before the holiday, first scheduled workday immediately after the holiday, or the holiday if the employee is scheduled, unless specifically excused by the Department Head, exclusive of sick leave. However, if the employee is hospitalized or on approved sick leave from a known serious illness at this time, he shall be paid for the holiday instead of sick leave.

29.03 If any of the above fixed named holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

29.04 When an employee works on any of the above fixed holidays or the day on which it is celebrated, he shall receive his normal hourly pay for that day, plus his normal overtime rate for all hours worked.

29.05 If any of the above fixed holidays occur when the employee is on vacation, the employee shall be entitled to an additional day off at his regular hourly rate of pay.

29.06 The "personal days" may be taken at the discretion of the employee provided he receives advance approval from his Department Head.

29.07 All days under this Article (excluding 4 personal days) not taken off during a calendar year shall be paid for in the first pay period in February each year at the prior year's rate of pay (year in which personal days were earned). Employees may carry over and accumulate up to four (4) personal days to the following year.

29.08 In the event that an employee, for any reason, leaves employment with the City during the calendar year, then the City shall prorate and payout that portion of the employee's unpaid personal days that are properly payable.

ARTICLE XXX

VACATIONS

30.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Weeks</u>
After one (1) year	Two (2)
After five (5) years	Three (3)

After ten (10) years	Four (4)
After fifteen (15) years	Five (5)
After twenty (20) years	Six (6)

30.02 Earned vacation shall be awarded on the employee's anniversary date but may be available for use in the calendar year beginning January. Vacation time must be used in the calendar year or it shall be forfeited. If an employee, due to reasons beyond his control is unable to take his vacation as stated herein, it may be carried over into the next year only upon the advanced written approval of the Mayor. Employees who retire/separate from service who use vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

30.03 Vacation time shall be taken at a time approved of in advance by the Department Head with the most senior employee granted a preference when two (2) or more employees request the same time period. The Department Head shall have the authority to assign vacation periods to insure an adequate staffing of the Department and to insure all employees utilize their vacation time

30.04 Employees shall be allowed to utilize up to one (1) week vacation in daily segments. Any vacation time of more than one (1) week to be used in daily segments shall be utilized at the sole discretion of the Employer.

30.05 If an employee with at least one (1) year of seniority voluntarily terminates his employment or is involuntarily terminated by the Employer, he shall be eligible and entitled to receive payment for all earned and accrued, but unused, vacation time. In the case of death of the employee, said vacation time shall be paid to the employee's estate.

30.06 If an employee is laid off, he shall receive payment for his vacation time as though he had been terminated pursuant to paragraph 30.05, above.

30.07 Employees must use at least two (2) weeks of vacation leave each year. Any employee eligible for more than two (2) weeks of vacation, the employee may convert up to one week (5 days) of unused vacation to a cash payment. Such payment will be made in the first pay in February at the prior year's rate of pay (year of unused vacation).

30.08 An employee hired before December 31, 1993 is entitled to have his prior service with the State of Ohio or any other political subdivision of the State counted for purposes of vacation accrual under this Agreement. Such prior service shall be calculated as 2080 hours being the equivalent of one (1) year of service. Employees hired on or subsequent to January 1, 1994 shall have only his prior service with the City of North Royalton counted for purposes of vacation accrual on a pro-rata basis with 2080 hours being the equivalent of one (1) year of service.

ARTICLE XXXI

HOURS OF WORK

31.01 The normal workweek for regular, full-time employees shall be forty (40) hours,

in five (5) consecutive days of eight (8) hours each day, excluding meal periods, commencing 12:01 Sunday through midnight Saturday.

31.02 Employees shall be given an uninterrupted one-half (1/2) hour for a scheduled lunch period, exclusive of travel and wash-up time, unless other mutually satisfactory arrangements are made between the employee(s) and management.

31.03 Employees shall be permitted two (2) fifteen (15) minute breaks each eight (8) hour work period. Breaks shall be scheduled, by the Employer, on or near 10:00 a.m. or 2:00 p.m. or as determined by work processes.

31.04 Employees working an overtime assignment of not less than four (4) hours shall be entitled to lunch and break periods as set forth above.

31.05 The Employer may schedule Wastewater Department Personnel to work a forty (40) hour work week in four (4) ten (10) hour days with three (3) fifteen (15) minute breaks. Breaks shall be scheduled by the Employer as determined by work processes. Any Wastewater Department employee not scheduled to work on a holiday shall receive holiday pay as straight time or compensatory time, to be taken or paid at a later date.

31.06 For Service Department Personnel, starting the Monday after Thanksgiving and ending the first Monday after St Patrick's Day, employees in The Service Department may be subject to a winter schedule which may include three (3) shifts. The City shall staff the second and third shift as needed. The City may modify this winter schedule if notice is provided to the Union in writing and the length of this modified winter schedule is specified in the notice.

ARTICLE XXXII

OVERTIME PAY

32.01 Employees shall receive one and one-half (1 1/2) times their regular hourly rate, or at the employee's option, compensatory time at the rate of time and one-half for all hours actually worked in excess of eight (8) hours per day, or forty (40) hours per week. No employee shall accumulate more than one hundred twenty (120) hours of compensatory time. Any unused compensatory time accumulation shall be paid to the employee on the first pay after December 31st of each year at the employee's regular rate of pay on December 31st.

32.02 For the purpose of computing overtime pay or compensatory time credit, unpaid sick leave shall not be included as hours actually worked.

32.03 Employees called or scheduled to work on a holiday, as defined herein, shall receive their holiday pay plus one and one-half (1 1/2) times their regular rate, or compensatory time, for hours actually worked.

32.04 Employees shall be permitted to use accumulated compensatory time with not less than one (1) day's notice, or in the case of emergency, at the Employer's discretion. Such compensatory time requests shall not be unreasonably denied.

ARTICLE XXXIII

OVERTIME ASSIGNMENT AND EQUALIZATION

33.01 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not impair the orderly and efficient operation of the affected department.

33.02 (A) For those employees not assigned to the Service Department, the Employer shall maintain two (2) overtime rosters; one (1) roster for those employees not wanting to be called for casual overtime and one (1) roster for those employees wanting to be called for overtime. The Employer shall attempt to fill its overtime needs from the voluntary overtime roster first. In the event an insufficient number of employees accept the overtime work or the employees accepting the overtime work are, at the Employer's discretion, unable to either efficiently or adequately perform the work, the Employer may assign the overtime work to those individuals it determines are necessary to adequately and efficiently perform the work, by seniority.

33.02 (B) All Service Department employees shall be subject to overtime call outs as follows: Employees who are carrying pagers by classification for that week shall be called and must report to the call out. If more employees are needed, the Employer shall call remaining employees beginning with the most senior in each classification. These employees may refuse, but if an insufficient number accept, the Employer may mandate the least senior employees to work. There shall be no equalization of overtime hours for Service Department Employees.

For the purpose of this provision, the following classifications shall be required to carry pagers for a one week period during the winter shift and other times of year. The Employer shall first seek volunteers from each classification, and Mechanics may volunteer to fill the quota assigned to Laborers I or II. If an insufficient number of employees volunteer, pagers shall be rotated among all Service Department employees beginning with the least senior employee rotating up to the most senior employee. After the most senior employee carries a required pager, the rotation shall begin again with the least senior employee.

Winter Shift:

Laborer III (and Motor Equipment Operator)

First shift	-	1 employee
Second shift	-	1 employee
Third shift	-	1 employee

Laborer II

First shift	-	3 employees
Second shift	-	3 employees
Third shift	-	1 employee

Laborer I

Fill in as required by the Employer

Any employee required to carry a pager shall be obligated to perform overtime work over his normal regularly scheduled shift.

Other times during the year: (6 employees as follows):

Laborer III (MEO)	-	I employee
Laborer II	-	3 employees
Laborer I	-	2 employees

Employees required to carry pages for a week may trade such pager assignment (or any portion) with another employee in the same classification (or higher, with Mechanics being able to fill Laborer 1 or Laborer II) with prior employee notification (at least 8 hours where practicable) and prior approval of the supervisor. Approval shall not be unreasonably denied.

33.03 An annual record of the overtime hours worked, by such employees other than those required to carry pagers shall be kept on a list and displayed within the employee reporting area. Overtime hours shall be recorded on this list as soon as practical after the employee(s) works the hours. An employee who is offered overtime work and for any reason refuses or fails to work the overtime, shall be credited with the overtime hours as if he had worked the hours. Employee(s) who are unavailable to be contacted by phone shall be treated similarly. For purposes of this article only, an employee who has reported sick, taken a personal day off or failed to report for work on a day when overtime hours are offered shall be credited with the offered overtime hours as if he had actually worked the overtime hours.

33.04 Any Service Department employee who is assigned a pager or has been approved for a trade of a pager assignment and who fails to respond to a pager call out shall be subject to disciplinary action for insubordination. For purposes of this provision only, "insubordination" charges shall result in an assessment of four (4) points under the disciplinary policy to those employees who volunteered for the pager and failed to respond; "insubordination" charges shall result in an assessment of six (6) points under the disciplinary policy to those employees who were required to carry a pager and failed to respond to a pager call.

ARTICLE XXXIV

CALL-IN PAY

34.01 An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of three (3) hours pay at the applicable rate of pay, provided such time does not abut or overlap the employee's regularly scheduled work period.

ARTICLE XXXV

WAGES

35.01 Effective January 1, 2010 and thereafter for the duration of the contract, employee wages shall remain frozen in accordance with the 2010-2011 Wage Schedule in Appendix B (restatement of the 2009 Wage Schedule).

35.02 deleted

35.04 deleted

Step 1 Entry to 1 year \$1.00 less than first year rate in Section 35.01
35.02 or 35.03 above.

Step 2 After 1 year First year rate in Section 35.01 or 35.02 or
35.03 above.

Step 3 After 2 years Second year rate in Section 35.01 or 35.02 or
35.03 above

Step 4 After 3 years Third year rate in Section 35.01 or 35.02 or
35.03 above.

35.05 For all new employees, hired on or after January 1, 2010 who are promoted to a new position pursuant to Article 12 of this Agreement or by agreement of the parties, will be paid at first step of new position which is greater than their prior rate of pay pursuant to Articles 35.01.

35.06 Employees in the Service Department who work an entire shift when scheduled on a second or third shift during winter season shall be compensated a flat rate of four dollars (\$4.00) per shift in addition to hours worked at the applicable rate of pay.

35.07 Employees in the Wastewater Department who work a shift on Saturday or Sunday shall be compensated at a flat rate of five dollars (\$5.00) per shift in addition to hours worked at the applicable rate of pay.

35.08 Employees who are assigned and actually work in a higher classification shall receive the first year rate for such higher classification for all hours actually worked. If the first year rate of the higher classification is less than the employee's current hourly rate, then the employee will be paid the next step of the higher classification which is greater than the employee's current hourly rate.

35.09 Employees shall receive one separate check for all payments other than payroll, such as accumulated overtime, longevity, or clothing allowance.

ARTICLE XXXVI

PENSION "PICK-UP"

36.01 As permitted by the Internal Revenue Service and Public Employees Retirement System, the Employer agrees to continue to implement the "salary reduction" method for pension "pick-up".

ARTICLE XXXVII

LONGEVITY

37.01 All employees will be awarded longevity payments at the rate of one hundred dollars (\$100.00) for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred dollars (\$500.00), which will be paid in lump sum on the first pay period ending after his anniversary date. Employees with more than five (5) years of full-time service shall be entitled to the appropriate amount as specified in the longevity payment schedule. Longevity shall continue to be awarded on the employee's successive anniversary dates according to this procedure and the below listed longevity schedule.

5th Anniversary \$ 500.00	13th Anniversary	\$1,300.0
6th Anniversary \$ 600.00	14th Anniversary	\$1,400.0
7th Anniversary \$ 700.00	15th Anniversary	\$1,500.0
8th Anniversary \$ 800.00	16th Anniversary	\$1,600.0
9th Anniversary \$ 900.00	17th Anniversary	\$1,700.0
10th Anniversary \$1,000.00	18th Anniversary	\$1,800.0
11th Anniversary \$1,100.00	19th Anniversary	\$1,900.0
12th Anniversary \$1,200.00	20th Anniversary	\$2000.00

ARTICLE XXXVIII INSURANCE

38.01 The Employer shall provide each employee with either individual or family coverage, as appropriate, with the existing fully paid hospitalization and dental coverage as selected by the Employer. The Employer shall have the right to change insurance carriers, providing the insurance coverage is comparable to the existing coverage during the term of this Agreement.

38.02 deleted.

38.03 Employees selecting the first dollar, no deductible plan with \$5.00 – generic and \$10.00 – name brand prescription co-pays, shall be required to contribute \$50.00 per month for a single plan or \$100.00 per month for a family plan. Employee premium contributions to those who select the no deductible plan shall be by payroll deduction. Employees who select the United Health Care or similar alternate plan with deductibles, increased co-pays and prescription co-pays of \$10.00 – generic and \$20.00 – name brand as set forth in Appendix A shall have no premium contribution.

38.04 The Employer shall provide life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00) for each employee.

38.05 The Employer will provide vision care which will include or reimburse for an eye examination, one pair of eyeglasses or contact lenses for each covered individual and dependent (under the family plan) within policy limits. The Employer reserves the right, in its discretion, to change carriers or to self insure providing the vision care coverage is comparable.

38.06 The Employer shall continue to provide liability insurance in the present amount, providing such insurance continues to be available.

38.07 The dental coverage shall include a deductible of Fifty Dollars (\$50.00) per employee or One Hundred Fifty Dollars (\$150.00) maximum for family. The annual maximum benefit per covered individual will be \$1,500.00. Orthodontia shall be subject to plan limitations.

ARTICLE XXXIX

CLOTHING ALLOWANCE

39.01 The Employer will pay a uniform allowance to each active full-time employee each year, providing the employee is employed by the Employer at that time, according to the following schedule. Except for clerical employees in law enforcement departments, clerical employees are not eligible for a clothing allowance.

Animal Control	\$755
Police Department	\$755
Waste Water Treatment Plant	\$600
Building Department	\$600
Engineering Department	\$600
Service Department	\$600

The annual allowance as set forth above will be paid in two one-half (1/2) installments in the first pay period in January and July each year.

39.02 All part-time employees required to wear law enforcement uniforms will be paid one-half (1/2) the applicable full-time clothing allowance for their department and will be paid in the same manner in January and July as set forth in section 39.01.

Any employee on leave of absence or unpaid leave for more than three (3) consecutive months shall not be eligible for the clothing allowance provided in this Article.

39.03 The Employer shall continue to provide the foul weather gear it has traditionally provided in the past (e.g. gloves, boots, raincoats, etc.). Such gear shall be supplied as soon as practical after the request. The- Employer shall continue to supply uniforms to those positions it presently provides such uniforms.

ARTICLE XL

TOOLS AND EQUIPMENT

40.01 The Employer shall provide employees all tools and equipment the Employer determines is necessary to the adequate performance of their job duties. All appropriate safety equipment shall also be provided.

ARTICLE XLI

PRINTING

41.01 The parties shall share equally in the cost of printing this contract.

ARTICLE XLII

TRAVEL ALLOWANCE

42.01 Any employee required to use their own vehicle in the performance of their job shall be reimbursed by the Employer at the current U.S. Internal Revenue Service reimbursement rate for each mile driven.

ARTICLE XLIII

SCHOOL COST REIMBURSEMENT

43.01 The Employer will reimburse employees for approved expenses necessary to obtain, where directed by the Employer, and/or maintain licenses and/or certifications as required by state law.

ARTICLE XLIV

PERSONAL LOSSES

44.01 Items of equipment or personal belongings of an employee which are damaged or destroyed while on the job, except due to employee negligence, shall be replaced or repaired at the Employer's expense after verification by the Department Head that said item(s) were indeed damaged or destroyed while on the job. Payments under this paragraph shall not exceed two hundred (\$200.00) dollars per calendar year per employee.

ARTICLE XLV

COMMERCIAL LICENSE

45.01 In the event an employee loses his Commercial Drivers License (CDL) or is not successful in passing the CDL exam, the Employer will place the employee into another available job he is capable of performing and the new job's pay schedule, at the level closest to his previously held rate of pay. Such placement shall supersede lateral transfers, the posting procedure and workweek or shift preference transfers.

45.02 If no job is available, the employee shall be laid off with no bumping rights until such time as a job is available or until such time as he obtains a CDL, whichever is sooner. Upon obtaining his license, the employee shall be returned to his previous job title.

45.03 Employees required to take the driving portion of the CDL exam may be permitted to use an Employer vehicle for the exam at the Employers discretion.

ARTICLE XLVI

DRUG TESTING

46.01 The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by employees is prohibited in the workplace, except as otherwise may be allowed by law, and employees in violation of this provision may be subject to disciplinary action as set forth in this article. Further, an employee must notify the Employer of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

46.02 The Employer may, at its discretion, implement a drug testing procedure for all employees, providing such procedure is administered pursuant to the provisions hereinafter set forth. The administration of the testing shall be developed by the Union and Employer.

46.03 All employees may be required to submit to a drug test on an annual basis. Additionally, employees who operate heavy equipment, Employer owned motor vehicles and/or other equipment the misuse of which could lead to the injury of other employees or the public, shall be subject to one (1) random drug test per year, provided such random test is not done for discriminatory purposes.

46.04 All laboratory and other fees shall be paid by the Employer. Any fees for a second test shall be paid by the Employer. The agency or laboratory shall be a professional enterprise capable of administering such testing.

46.05 In the event an employee tests positive for substance abuse, a second exam shall be given to confirm the initial exam. All results from initial and secondary tests shall be kept confidential by the Administration.

46.06 An employee who tests positive for substance abuse shall be referred to the Employee Assistance Program provided in Article XLVII, herein. An employee's refusal to participate in such program or failure to satisfy the requirements of the program shall be subject to disciplinary and discharge action.

ARTICLE XLVII

EMPLOYEE ASSISTANCE PROGRAM

47.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program, the employee is still abusing or resumes abusing such substances the employee shall be disciplined or discharged.

47.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employers discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with the EAP shall be strictly confidential.

47.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

ARTICLE XLVIII

GENDER AND PLURAL

48.01 Whenever context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XLIX

HEADINGS

49.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE L

OBLIGATION TO NEGOTIATE

50.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

50.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.

50.03 Modifications of this Agreement may be made only by mutual agreement of the parties. The party proposing to modify the Agreement shall so notify the other in writing. Within thirty (30) working days thereafter, the parties shall meet to discuss the proposed

specific and express written provisions of this Agreement.

- b) Aggrieved Party - The "aggrieved party" shall be defined as only any employee, group of employees within the bargaining unit, or Union on behalf of employees within the bargaining unit.
- c) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement

54.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the Union and the aggrieved party, if he so requests.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation of grievances shall be conducted only during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon the Employer or the Union in future proceedings.
- f) This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.

- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

54.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1: An employee who believes he may have a grievance shall present it in writing to the employee's supervisor within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor shall meet with the employee and his steward or Union President, if either's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's steward or President, if either presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall provide a written answer within five (5) days of the meeting to the steward, and the employee, if he so requests.

Step 2: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the aggrieved party's Department Head within five (5) days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with the appeal. The Department Head shall convene a meeting within five (5) days of the receipt of the appeal. The meeting will be held with the aggrieved party and the Local Union President. The Department Head shall issue a written decision to the Union and the aggrieved party, if he requests, within five (5) days from the date of the meeting.

Step 3: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, the Local Union President and his Ohio Council 8 representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor, or his designee, shall issue a written decision to the Ohio Council 8 representative, the Local Union President and the employee, if he so requests within fifteen (15) days from the date of the meeting. If the Union is not satisfied with the decision at Step 3, they may proceed to mediation as described in Step 4.

Step 4. Mediation - If the grievance is not resolved pursuant to Step 3 above, then either party may initiate mediation of the dispute under the auspices and procedures of the Federal Mediation Conciliation Service (FMCS). Written notice of the Union's demand for mediation shall be served on the Mayor with a copy to the Law Director. Written notice of the City's demand for mediation shall be served on the Union Steward. Notice shall be served on or no later than five (5) business days following the issuance of the decision at Step 3. If the dispute is not resolved within 20 days of the first meeting of the mediation, either party may initiate arbitration of the dispute under the auspices and procedures of the American Arbitration Association. Also, if either party fails to participate in the mediation, the other party may initiate the arbitration.

ARTICLE LV

ARBITRATION PROCEDURE

55.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. An arbitrator will be selected by mutual agreement. If the parties cannot agree within (30) days from the Union's intent to arbitrate, the Union shall require a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Arbitrators names will be stricken alternately from the FMCS list until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

55.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

55.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

55.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the Federal Mediation and Conciliation Service.

55.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. Neither party shall be responsible for any of the expenses incurred by the other party.

55.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

55.07 Except as provided in Section 55.01 above, arbitrators shall be selected pursuant

to the rules and procedures of the Federal Mediation and Conciliation Service.

55.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE LVI

EXECUTION

56.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2010.

FOR AFSCME:

FOR CITY:

LOCAL 3410

President
AFSCME Local 3410

Robert Stefanik, Mayor
City of North Royalton

Vice President
AFSCME Local 3410

Karen Fegan
Finance Director

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

FOR OHIO COUNCIL 8:

Staff Representative
AFSCME Ohio Council 8

APPENDIX A: BARGAINING UNIT JOB CLASSIFICATIONS

Certified Inspector
General Inspector
Inspector Designer-Surveyor
Animal Warden
Senior Animal Control Officer
Administrative Secretary IV/Jail Custodian Semi-Skilled II
Unskilled I TV Operator Clerical I
Clerical II Clerical III Bookkeeper
Administrative Secretary IV
Laborer I Laborer II Laborer III
Mechanic
Certified Operator I
Certified Operator II
Certified Operator III
Record Room Clerk
Jr. Record Room Clerk
Lab Technician
Lab Technician-In-Training
Custodian
Shift Supervisor
Motor Equipment Operator I
Motor Equipment Operator II
Motor Equipment Operator III
Operator-In-Training
Sewer Inspector
Expeditor
Engineering Technician
Building Maintenance Technician I
Building Maintenance Technician II
Building Maintenance Technician III

APPENDIX B – WAGE SCHEDULE

Appendix B: Wage Schedule

Classification (Job Title)

Rates of Pay

Classification (Job Title)	2010				2011			
	Step 1	Step 2 1st Year	Step 3 2nd Year	Step 4 3rd Year	Step 1	Step 2 1st Year	Step 3 2nd Year	Step 4 3rd Year
	Certified Inspector	\$ 26.59	\$ 27.59	\$ 29.11	\$ 30.72	\$ 26.59	\$ 27.59	\$ 29.11
General Inspector	\$ 21.00	\$ 22.00	\$ 23.56	\$ 25.84	\$ 21.00	\$ 22.00	\$ 23.56	\$ 25.84
Inspector	\$ 18.83	\$ 19.83	\$ 21.96	\$ 23.99	\$ 18.83	\$ 19.83	\$ 21.96	\$ 23.99
Engineering Technician	\$ 19.68	\$ 20.68	\$ 21.74	\$ 22.82	\$ 19.68	\$ 20.68	\$ 21.74	\$ 22.82
Animal Warden	\$ 16.50	\$ 17.50	\$ 18.33	\$ 19.21	\$ 16.50	\$ 17.50	\$ 18.33	\$ 19.21
Senior Animal Control Officer	\$ 18.70	\$ 19.70	\$ 20.56	\$ 21.29	\$ 18.70	\$ 19.70	\$ 20.56	\$ 21.29
Administrative Secretary IV	\$ 16.81	\$ 17.81	\$ 18.50	\$ 19.11	\$ 16.81	\$ 17.81	\$ 18.50	\$ 19.11
Semi-Skilled II	\$ 20.78	\$ 21.78	\$ 22.38	\$ 22.89	\$ 20.78	\$ 21.78	\$ 22.38	\$ 22.89
Unskilled I	\$ 19.03	\$ 20.03	\$ 20.51	\$ 20.94	\$ 19.03	\$ 20.03	\$ 20.51	\$ 20.94
TV Operator	\$ 22.22	\$ 23.22	\$ 23.81	\$ 24.42	\$ 22.22	\$ 23.22	\$ 23.81	\$ 24.42
Clerical I	\$ 11.93	\$ 12.93	\$ 13.63	\$ 14.30	\$ 11.93	\$ 12.93	\$ 13.63	\$ 14.30
Clerical II	\$ 13.65	\$ 14.65	\$ 15.33	\$ 15.94	\$ 13.65	\$ 14.65	\$ 15.33	\$ 15.94
Clerical III	\$ 15.18	\$ 16.18	\$ 16.77	\$ 17.48	\$ 15.18	\$ 16.18	\$ 16.77	\$ 17.48
Bookkeeper	\$ 17.70	\$ 18.70	\$ 19.40	\$ 20.07	\$ 17.70	\$ 18.70	\$ 19.40	\$ 20.07
Admin Secretary IV/Jail Custodian	\$ 16.81	\$ 17.81	\$ 18.50	\$ 19.11	\$ 16.81	\$ 17.81	\$ 18.50	\$ 19.11
Building Maintenance Technician I	\$ 18.18	\$ 19.18	\$ 19.58	\$ 19.98	\$ 18.18	\$ 19.18	\$ 19.58	\$ 19.98
Building Maintenance Technician II	\$ 19.52	\$ 20.52	\$ 20.95	\$ 21.40	\$ 19.52	\$ 20.52	\$ 20.95	\$ 21.40
Building Maintenance Technician III	\$ 21.01	\$ 22.01	\$ 22.58	\$ 23.20	\$ 21.01	\$ 22.01	\$ 22.58	\$ 23.20
Laborer I	\$ 19.52	\$ 20.52	\$ 20.95	\$ 21.40	\$ 19.52	\$ 20.52	\$ 20.95	\$ 21.40
Laborer II	\$ 21.01	\$ 22.01	\$ 22.58	\$ 23.20	\$ 21.01	\$ 22.01	\$ 22.58	\$ 23.20
Laborer III	\$ 22.81	\$ 23.81	\$ 24.41	\$ 24.98	\$ 22.81	\$ 23.81	\$ 24.41	\$ 24.98
Mechanic	\$ 22.84	\$ 23.84	\$ 24.42	\$ 25.01	\$ 22.84	\$ 23.84	\$ 24.42	\$ 25.01
Certified Operator I	\$ 23.59	\$ 24.59	\$ 25.18	\$ 25.79	\$ 23.59	\$ 24.59	\$ 25.18	\$ 25.79
Certified Operator II	\$ 25.40	\$ 26.40	\$ 26.99	\$ 27.60	\$ 25.40	\$ 26.40	\$ 26.99	\$ 27.60
Certified Operator III	\$ 27.16	\$ 28.16	\$ 28.77	\$ 29.41	\$ 27.16	\$ 28.16	\$ 28.77	\$ 29.41
Operator-in-Training	\$ 19.03	\$ 20.03	\$ 20.59	\$ 21.18	\$ 19.03	\$ 20.03	\$ 20.59	\$ 21.18
Record Room Clerk	\$ 16.48	\$ 17.48	\$ 18.13	\$ 18.67	\$ 16.48	\$ 17.48	\$ 18.13	\$ 18.67
Inspector (Part-time)	\$ 18.12	\$ -	\$ -	\$ 19.12	\$ 18.12	\$ -	\$ -	\$ 19.12
Certified Inspector (Part-time)	\$ 24.85	\$ -	\$ -	\$ 25.85	\$ 24.85	\$ -	\$ -	\$ 25.85
Jr. Record Room Clerk	\$ 14.30	\$ -	\$ -	\$ 15.30	\$ 14.30	\$ -	\$ -	\$ 15.30
Lab Technician	\$ 23.42	\$ 24.42	\$ 24.93	\$ 25.52	\$ 23.42	\$ 24.42	\$ 24.93	\$ 25.52
Lab Technician-In-Training	\$ 19.03	\$ 20.03	\$ 20.59	\$ 21.16	\$ 19.03	\$ 20.03	\$ 20.59	\$ 21.16
Custodian	\$ 19.52	\$ 20.52	\$ 20.95	\$ 21.40	\$ 19.52	\$ 20.52	\$ 20.95	\$ 21.40
Shift Supervisor	\$ 25.69	\$ 26.69	\$ 28.40	\$ 29.49	\$ 25.69	\$ 26.69	\$ 28.40	\$ 29.49
Motor Equipment Operator I	\$ 20.29	\$ 21.29	\$ 21.78	\$ 22.30	\$ 20.29	\$ 21.29	\$ 21.78	\$ 22.30
Motor Equipment Operator II	\$ 21.89	\$ 22.89	\$ 23.52	\$ 24.08	\$ 21.89	\$ 22.89	\$ 23.52	\$ 24.08
Motor Equipment Operator III	\$ 23.93	\$ 24.93	\$ 25.47	\$ 26.22	\$ 23.93	\$ 24.93	\$ 25.47	\$ 26.22
Sewer Inspector	\$ 22.99	\$ -	\$ -	\$ 23.99	\$ 22.99	\$ -	\$ -	\$ 23.99

APPENDIX C – HEALTH CARE

The City of North Royalton- Medical

	Aetna Healthcare- Current (or similar plan)		Aetna Option (B) or similar plan	
	<i>IN NETWORK</i>	<i>OUT OF NETWORK</i>	<i>IN NETWORK</i>	<i>OUT OF NETWORK</i>
Deductible				
Individual	\$0.00	\$200.00	\$200.00	\$200.00
Family	\$0.00	\$400.00	\$400.00	\$400.00
Co-Insurance %	100%	80%	100%	70%
Out of Pocket Max			Deductible Excluded	
Per Person	\$0.00	\$1,000.00	\$0.00	\$2,000.00
Per Family	\$0.00	\$2,000.00	\$0.00	\$4,000.00
CoPays				
Physician Office Visit	\$10.00	80%	\$15.00	70%
Inpatient Hospital	100%	80%	100%	70%
Mammogram	100%	80%	100%	70%
Well Baby Care	\$10.00	80%	\$15.00	70%
Emergency Room		\$50		\$50
Urgent Care	\$25.00	80%	\$35.00	70%
Drug Benefit				
Generic/Brand/Non Form.		\$5/\$10/\$10		\$10/\$15/\$20
Mail Order		\$10/\$20/\$20		\$20/\$30/\$40
Lifetime Maximum	Unlimited	\$1,000,000	Unlimited	\$1,000,000