

AGREEMENT

BETWEEN THE

THE CITY OF LAKEWOOD

AND

LOCAL UNION 1043

AND

OHIO COUNCIL 8

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

ADMINISTRATIVE EMPLOYEES CHAPTER

JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

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**ARTICLE 1
PURPOSE**

1.01 This Agreement is made between the City of Lakewood, Ohio, hereinafter referred to as the “City,” and Ohio Council 8 and the Administrative Chapter of Local 1043 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.” The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term “employee” or “employees” where used herein, refers to all regular full-time employees in the bargaining unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, and to establish a peaceful procedure for the resolution of all differences between the parties.

**ARTICLE 2
RECOGNITION**

2.01 The City of Lakewood recognizes Local Union 1043 and Ohio Council 8, American Federation of State, County and Municipal Employees (administrative chapter) as the exclusive collective bargaining representative of the employees who work in the classifications set forth in SERB Certification No. 03-REP-11-0229, dated February, 26, 2004 and corrected April 21, 2004, and thereafter amended on November 22, 2005 that is attached hereto as Appendix A.

2.02 Notwithstanding subsection 2.01 above, the parties have mutually agreed to the following additions to and deletions from the bargaining unit:

Additions: Community Resource Specialist, Tax Auditor, Accounting Supervisor, and Geographical Information Systems Technician.

Deletions: Human Resources Specialist

The parties agree to jointly petition SERB to make these changes.

**ARTICLE 3
NON-DISCRIMINATION**

3.01 The Employer and the Union agree that there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, disability, gender identity, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry. The Employer further states and the Union approves that no such discrimination shall be practiced against any applicant for employment.

ARTICLE 4 CHECK-OFF

4.01 All employees in the bargaining unit covered by this Agreement who are members of the Union on the date this Agreement is signed, and all other employees in such bargaining unit who become members of the Union at anytime in the future, shall, for the term of this Agreement, continue to be members of the Union, and the City will not honor dues deduction (check-off) revocations from any such employee except as provided herein.

4.02 The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt of individual authorization cards voluntarily executed by an employee for that purpose and bearing the employee's signature, provided that:

4.03 An employee shall have the right to revoke such authorization by giving written notice to the City and the Local Union Treasurer at anytime during the period thirty (30) to forty-five (45) days preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right for an employee to revoke during that period.

4.04 The City's obligation to make deduction shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

4.05 The parties agree that the employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union dues or fair share fees (agency fees). The Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to the Article, unless specifically excepted above.

4.06 All bargaining unit employees who are not members of the Union shall pay a fair share fee to the Union equal to that deducted from Local 1043 members. 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.

4.07 Likewise, employees who do not become members of the Union shall pay a fair share fee, effective sixty (60) days from the employee's date of hire, as a condition of employment.

4.08 The deduction of the fair share fee from any earning of an employee shall be automatic and does not require a written authorization for payroll deduction.

4.09 Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

4.10 Employees may authorize the City to deduct voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE) by payroll deductions (check-off). Upon receipt of the employee's PEOPLE deduction authorization, the City shall make the deduction and remit monthly to PEOPLE all such deducted contributions. PEOPLE contributions shall be deducted and processed separately from dues or fair share deductions.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Except as specified otherwise in this Agreement, the City has the right and responsibility to: 1) determine matters of inherent managerial rights, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards or services, its overall budget, utilization of technology and organization structure; 2) direct, supervise, evaluate and hire employees; 3) maintain and improve the efficiency and effectiveness of the City's operations, including the right to reorganize, discontinue, enlarge or contract any work; 4) manage the operations and determine the overall methods, process, means or personnel by which the City's operations are to be conducted; 5) suspend, discipline or discharge for just cause; 6) layoff, transfer (including the assignment and allocation of work) within departments or to other departments, assign, schedule, promote or retain employees; 7) determine the adequacy of and direct the work force; 8) determine the overall mission of the City as a unit of government and take actions to carry out that mission; 9) effectively manage and direct the work force and operations; 10) control the premises and facilities, and determine the number and location of facilities; 11) promulgate and enforce reasonable employment rules and regulations; 12) introduce new and/or improved equipment, methods and/or facilities; 13) determine the size, duties and work methods of the work force; 14) determine the number of shifts required and work schedules; 15) establish, modify, consolidate or abolish jobs (or classifications); 16) determine the manner in which the work is to be processed or to be subcontracted to outside, independent companies; 17) determine staffing patterns, including but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

5.02 The foregoing is subject to the restrictions and regulations governing the exercises of these rights as are expressly provided herein.

**ARTICLE 6
NO STRIKE**

6.01 The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, concerted “sick” leave or mass resignation, work stoppage, picketing or interference of any kind at any operation or operations of the City for the duration of this Agreement.

6.02 Violations of Section 1 of this Article shall be proper cause for discharge or other disciplinary action by the City.

6.03 The Union shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage or other interference at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

6.04 The City shall not lockout any employees for the duration of this Agreement.

**ARTICLE 7
BULLETIN BOARDS**

7.01 The City shall provide the Union with a locked bulletin board in each of the following divisions or locations:

- A. City Hall Lower Level; Police; Fire Station #1; Division of Aging-East; Animal Control; City Hall Annex; Barton Center; Division Of Early Childhood; Division of Youth.
- B. The Administrative Chapter Shall share existing Union bulletin board space at Traffic; Public Works Garage; MUG Building, Refuse; Division of Aging;-West; and the Wastewater Treatment Plant.
 - 1. Such bulletin boards shall be used only for posting notices bearing the written approval of the President of the Union, the Administrative Chapter Chairperson or an official representative of Ohio Council 8, and shall be solely for Union business.
 - 2. No notice or other writing may contain anything political, controversial or critical of the City or any other institution, or any employee or other person.

3. Upon request from the appropriate official of the City or designee, the Union will immediately remove any notice or other writing that the City believes violates the aforementioned, but the Union shall have the right to grieve such action through the grievance procedure.

7.02 Keys shall be provided only to the Union Administrative Chapter Chair, Stewards and the appropriate City officials.

**ARTICLE 8
UNION REPRESENTATION**

8.01 Employees selected by the Union to act as representatives for the purpose of processing and investigating grievances under Article 10 of this Agreement shall be known as “stewards.” Each steward may have an alternate who has the right to act in the absence of the steward. The City will recognize the following seven (7) stewards:

One Chief Steward

Two Stewards	Department of Human Services
One Steward	Police and Fire
Two Stewards	City Hall and City Hall Annex
One Steward	Waste Water Treatment Plant/Water Department/Public Works/MUG/Armory

8.02 The Union will provide the City with a written list of the stewards and their alternates. This list will be updated each time the identity of a steward or alternate changes. The City has no obligation to recognize a steward or alternate whose identity has not previously been announced to the City in this fashion.

8.03 Stewards and alternates must work in the area as stated in 8.01, and on the shift which the steward and/or alternate represents, and shall not function as a Union representative in any other area.

8.04 No Union meeting or other Union activities shall take place during working hours without prior approval of the division head or the Director. A steward who wishes to perform Union work on City time must first complete a “Union Work Time Form” and submit the form to his/her manager for approval. Good faith request will not be unreasonably denied. However, a steward may process or discuss a grievance with an employee and/or their supervisor during the final fifteen (15) minutes of the shift without prior approval, excluding travel time.

8.05 A steward who has an individual grievance in connection with his/her own work may ask the Chief Steward to assist in adjusting the grievance.

8.06 The Chapter Chairperson or designee shall be provided a reasonable amount of time to carry out the functions of his/her office. However, before performing any work on City time, the Chapter Chairperson must obtain permission from his/her manager by submitting a completed "Union Work Time Form" to the manager. Good faith requests will not be unreasonably denied. No other employee will be permitted to perform Union work on City time except by mutual agreement.

8.07 When there is a reduction in force, the Local Union officers, the Chapter officers, the Chief Steward and division stewards shall be retained at work regardless of their seniority. If their jobs are not operating, they will be placed in other jobs, provided they are qualified to perform the available work. This subsection is enforceable only to the extent that such seniority is lawful.

8.08 The City shall provide the Chapter Chairperson with a copy of any new policy letters or work rules effecting bargaining unit members at least twenty four (24) hours before the notice is given to the membership.

ARTICLE 9 DISCIPLINE

9.01 In the event that an employee has been recommended for suspension or discharge, prior to any action being taken on such a recommendation, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct. The City shall notify the employee and his steward or the Chapter Chairperson (in the event of possible termination) of the date and time of the conference and, upon request, the employee shall be permitted to privately discuss their suspension or discharge with the steward or the Chapter Chairperson in an area made available by the City. An employee who is suspended or discharged shall be mailed a written notice within forty eight (48) hours, stating the reasons for whatever disciplinary action has been taken. Notices of suspension and discharge may be hand-delivered on City premises with a copy being sent to the Union. A copy of said notice shall also be provided to the employee's Local Union steward within forty eight (48) hours. All disciplinary action may be appealed by the employee through the grievance procedures outlined herein.

9.02 Discipline will be imposed within thirty (30) days of the event causing the discipline, or within thirty (30) days of when the supervisor knew or should have known of the event, or within thirty (30) days of the employee returning to work, whichever is later. If the employee is subject to a criminal investigation, the thirty (30) day period shall not start until the investigation is completed.

9.03 Records of disciplinary actions not involving a suspension shall cease to have force and effect twelve (12) months after the effective date, providing there is no intervening disciplinary action taken during the time period. All other records of disciplinary action shall cease to have force and effect thirty six (36) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the City or the Union which tend to impair or weaken the grievance procedure are improper.

10.02 A grievance is a dispute or difference between the City and the Union, or between the City and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including disciplinary actions, and when any such grievance arises, the following procedure shall be observed:

Step I. The Union steward shall present the grievance, in writing, to the employee's Supervisor or designee within five (5) working days after the employee knew or should have known of the event or within five (5) working days after the employee returns to work, whichever is later, upon which the grievance is based. The grievance shall be signed by the employee and the steward, and the employee's supervisor or the designee shall sign and date the grievance form. The supervisor shall meet with the steward and the employee(s) within three (3) working days in an attempt to adjust the grievance. The supervisor shall give a written answer and a copy of the grievance to the steward, grievant, Ohio Council 8 representative and the Union President within four (4) working days after the meeting.

Step II. If the grievance is unsatisfactorily settled in Step I, the Union may appeal the grievance, in writing, within five (5) working days after receipt of the Step I answer to the Department Director. The Director, together with the Division Head and other appropriate supervisory personnel, shall meet with the steward, Chief Steward and Chapter Chairperson within three (3) working days after the grievance has been filed in an attempt to adjust the grievance. It is understood that the parties shall attempt to resolve the grievance at this step of the grievance procedure (through the process of negotiated settlements of each grievance). Each party shall be permitted time to caucus in order to settle grievances (at this step). While it is desirable to have each grievance settled or answered in an informal manner at the meeting, nevertheless, settlement agreements shall be put in writing and signed by the parties no later than five (5) working days after the Step II meeting. Likewise, unresolved grievances shall be answered, in writing, by the Director no later than five (5) working days after the Step II

meeting, and shall be sent to the Union President, grievant, Ohio Council 8 representative and stewards.

Step III. If the grievance is not settled in Step II, the Union may submit the grievance to the Human Resources Director no later than five (5) working days after the Step II answer is received. The Mayor and/or Human Resources Director (the designee), the Director and other appropriate personnel shall convene a meeting with the Union grievance committee together with a representative from Ohio Council 8. Such meeting shall be held at a mutually convenient time, but not later than ten (10) working days after the appeal of the Step II answer. Suspensions which are appealed through the grievance procedure shall be submitted directly to Step II. Terminations which are appealed through the grievance procedure shall be submitted directly to Step III.

While it is desirable to have each grievance settled or answered in an informal manner at the meeting, settlement agreements shall be put in writing and signed by the parties no later than seven (7) working days after the Step III meeting. Likewise, unresolved grievances shall be answered, in writing, no later than seven (7) working days after the Step III meeting, and shall be sent to the Chapter Chairperson with a copy to the Ohio Council 8 representative and the grievant.

Provided that before a matter is declared to be at an impasse, either party may refer the grievance to the Mayor. The Mayor shall have seven (7) days to render a decision after reviewing the facts and, if necessary, after hearing oral presentation. The Union may, after receiving the Mayor's decision, refer the grievance to Step IV of the contractual grievance/arbitration procedure. Policy grievances may be submitted directly to Step III of the Grievance Procedure.

Step IV. If the grievance is not satisfactorily settled at Step III, the Union shall give, within six (6) months after receipt of the Step III answer, the City written notice of its intent to appeal the grievance to arbitration. The City and the Union shall meet to select an arbitrator from the following panel of arbitrators: Nels Nelson, James Mancini, Harry Graham, David Pincus and Robert Stein. The fees and expenses of the arbitrators shall be borne equally by the parties. Arbitration hearings shall be held in the City of Lakewood, on City property. The Union may select up to five (5) members to attend the hearing (including officers and witnesses) who shall not lose any regular straight time pay for the time off the job while attending any arbitration procedure.

10.03 In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances, and in reaching the arbitrator's decision, the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement.

10.04 The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the City and the Union and/or between the City and employee(s). All hearings shall start at the beginning of the work shift and the Union may make non-substantive

amendments to the grievance at Steps I, II and III. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding on the City, the Union and employee(s). A grievance may be withdrawn by the Union at any time during Steps I, II, III or IV of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. The grievant may be present and participate at each step of the grievance procedure. A copy of the grievance shall be attached to each grievance answer, withdrawal or scheduling notice.

10.05 Time limits set forth in a grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding on both parties. Failure by the Union to meet its time limits shall result in the abandonment of the grievance. Failure by the City to meet its time limits shall result in the grievance advancing to the next step. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays or holidays. It is understood that there shall be written acknowledgment noting the time and date the Union and the City have received the grievance in each respective step during the grievance procedure. All withdrawals of grievances by the Union shall be in writing with a copy being sent to the appropriate Directors.

10.06 There shall be a grievance committee consisting of the Chapter Chairperson, Chief Steward, Chapter Secretary and applicable steward, and any other person mutually agreed upon.

10.07 Any grievance which has been appealed to arbitration may be referred to grievance mediation by either party. The parties shall attempt to use a commissioner provided by the Federal Mediation and Conciliation Service (FMCS) for the purpose of serving as a mediator in any dispute. If such commissioner is not readily available, the parties may select another mediator by either mutual agreement or through a list provided by FMCS pursuant to that organization's rules of conciliation. The cost for any mediation shall be shared equally by the parties.

10.08 Mediation efforts shall be informal in nature. The mediator may employ all the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the proceeding shall be taken. Formal rules of evidence will not apply and there will be no procedural constraint regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference.

10.09 If the grievance remains unresolved at the end of the mediation session, the mediator may provide an oral (or, if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.

**ARTICLE 11
PROBATIONARY PERIOD**

11.01 New full-time employees shall be considered to be on probation for a period of ninety (90) calendar days and during such probationary period, the City shall have sole discretion to discipline or discharge such employees, and such actions during this period cannot be reviewed through the grievance procedure.

11.02 If an employee is discharged or quits while on probation and is later rehired, the employee shall be considered a new employee and subject to provisions of Section 1 of this Article.

11.03 Any City employee who works in a classification outside this bargaining unit shall be considered a new employee when transferred to this bargaining unit, except those who are currently members of an AFSCME bargaining unit. Any new employee in this bargaining unit who has had previous employment with the City of Lakewood shall retain all credits due towards longevity, vacation and sick leave accumulation.

**ARTICLE 12
SENIORITY**

12.01 Seniority, for the purpose of layoff, shall be an employee's uninterrupted length of continuous service with the City within a classification included in the bargaining unit. An employee shall have no seniority during the probationary period provided in Article 11, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Management personnel shall not accumulate any seniority while employed outside the bargaining unit.

12.02 Upon the request of a Chapter Officer, but not more than twice a year, the City shall provide the Union with a copy of the seniority lists and these lists shall be updated every six (6) months. The seniority lists shall contain, in order of seniority, the name, division, classification and date of hire for each employee. The City also shall provide a second list in alphabetical order containing the employee's name, address, and telephone number. Seniority shall be broken when an employee:

1. Quits or resigns.
2. Is discharged for just and proper cause.
3. Is laid off for a period of more than twenty-four (24) consecutive months.
4. Fails to report to work when recalled from layoff within five (5) calendar days from the date on which the certified mail is received by the employee. The City will send the employee notice by certified mail (to the employee's last known address as shown on the City's records).

5. Is absent without leave for three (3) or more working days, unless a reasonable excuse for absence is shown.

12.03 Bargaining unit employees appointed to the position of supervisor, shall lose all bargaining unit seniority rights on the ninetieth (90th) day following their appointment.

12.04 Years of service for purposes of promotion shall be defined as years of service within a classification included in the bargaining unit.

ARTICLE 13 HOURS OF WORK

13.01 The normal workweek for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day, exclusive of the time allotted for meals, during the period starting at 12:01 a.m. Sunday to midnight Saturday. An employee's workday begins with the commencement of his regular shift. This section shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right to establish and change hours of work, shifts and schedule of hours, provided that this section shall not be construed to give the City the right to reduce the workweek below forty (40) hours per week for any full-time, permanent, hourly employee.

13.02 In the event a change in hours of work becomes necessary, due to permanent or seasonal requirements, or a special project agreed to between the City and the Union, the individual(s) concerned and the Union shall be advised ten (10) working days prior to the change going into effect. If the Union requests, the parties shall meet and discuss the reasons for such changes. Further, if there is a dispute as to the change, the parties will attempt to resolve the dispute. It is recognized that the changes will not be made for arbitrary, capricious or discriminatory reasons.

13.03 All employees shall be allowed not less than sixty (60) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules. Employees who currently work an eight and a half (8 1/2) hour day shall continue to receive a thirty (30) minute uninterrupted lunch period as part of their eight and a half (8 1/2) hour day.

13.04 There shall be two (2) fifteen (15) minute rest periods on each shift each workday. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each shift, but they may not be scheduled immediately before or after the meal period, or at the start or end of a shift unless requested by the employee and agreed to by the City. Additionally, employees working overtime shall be entitled to a fifteen (15) minute break after two (2) hours of overtime.

13.05 Where two (2) or more employees are qualified to do the job whose hours are being changed, the City shall request volunteers by seniority. If no employee volunteers, then the least senior **qualified** employee shall be required to make the change.

ARTICLE 14

OVERTIME – PREMIUM PAY

14.01 All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in any one (1) workweek, and for all full-time employees all hours worked in excess of eight (8) hours in any continuous twenty four (24) hour period, beginning with the commencement of the employee's shift.

14.02 All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on Saturday, Sunday or any holiday as defined herein or in the ordinances, except those employees who are working on a rotating shift, and those employees normally scheduled to work on Saturday, Sunday and holidays. All employees who are called back from vacation or required to work on Thanksgiving, Christmas or New Year's Day shall receive a rate of two (2) times their basic pay rate for all hours worked.

14.03 In the event an employee is required to work any seven (7) consecutive days, the employee shall be compensated at the rate of double (2 times) his regular rate of pay for that seventh (7th) day, only provided that holiday, vacation or sick leave shall not be counted as days worked.

14.04 Overtime paid for work performed on a compensated holiday shall be in addition to the regular time compensated for such holiday, but holiday hours so compensated shall not again be used in any other overtime computations.

14.05 When two (2) or more types of overtime are applicable to the same hours of work, only one (1) will be paid. In no cases will overtime be duplicated or pyramided.

14.06 No credit will be allowed or premium payment made for overtime labor unless it is rendered pursuant to prior order of approval by the division head or other supervisory employee customarily authorized to grant such approval.

14.07 Employees who work four (4) hours of overtime shall be entitled to a thirty (30) minute lunch period with pay, scheduled by the Director or designee.

14.08 Except for emergencies, employees who report off from work because they are sick shall not be eligible for overtime for twenty four (24) hours from the start of the shift from which they called off sick. Such employees shall not be called for overtime for that period.

14.09 Where the City and the employee agree, overtime may be paid in compensatory time at the overtime rate.

ARTICLE 15 EQUALIZATION OF OVERTIME

15.01 The City shall be the sole judge of the necessity of overtime. When overtime is necessary, the City shall offer the available overtime to employees in the following order:

1st-classified employees who normally perform the work on a daily basis, in accordance to seniority on a rotating basis;

2nd-qualified employees within the division, in accordance with seniority on a rotating basis;

3rd-qualified employees within the department, in accordance with seniority on a rotating basis;

4th-qualified employees city-wide, in accordance with seniority on a rotating basis.

15.02 If a sufficient number of employees still have not been obtained, the City may assign the work to qualified employees from the city-wide seniority list in reverse order of seniority.

15.03 Supervisory employees shall not work bargaining unit overtime if immediately qualified members of the bargaining unit are available. College and temporary employees shall not work bargaining unit overtime work.

15.04 A record of all overtime hours worked by or credited to each employee, by classification, by division, and in a payroll period, shall be recorded on lists by the City and posted in each division. The lists shall be updated in a timely fashion.

15.05 If an employee is inadvertently passed over for overtime, the employee shall be the next called until the overtime lost has been worked.

ARTICLE 16 GENERAL LEAVE/PERSONAL LEAVE

16.01 An employee who has completed their probationary period may be granted time off without pay for a period not to exceed thirty (30) calendar days in duration. Said personal leave may be granted by the Director of the employee's department. It is agreed that requests for personal leave will not be denied unreasonably. It is further agreed that the employee requesting personal leave shall give the City a minimum of two (2) weeks written notice except in cases of extreme emergencies.

16.02 Should an employee require additional time over the thirty (30) day limit, an additional written request shall be presented for approval to the Director, with concurrence by the Mayor or Human Resources Director.

16.03 An employee shall accumulate seniority only during the first thirty (30) days of their personal leave of absence.

16.04 All leaves of absence must be applied for and granted, in writing, on forms provided by the City (copy to the employee). An employee will be notified, in writing, within three (3) working days from the date the application was made, of the approval or disapproval of any

leave of absence. An employee shall accumulate seniority during any leave of absence except during personal leaves of absence. Upon returning from leaves of absence, the Union will receive notification of the employee status.

16.05 If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave, direct the employee to return to work and impose disciplinary action.

ARTICLE 17 LEAVES OF ABSENCE

17.01 Funeral Leave

A. If death occurs among members of the employee's family, such employee shall be granted funeral leave without loss of pay, benefits, days off, holidays or vacation, in accordance with the following schedule (time off must be consecutive and include the day of the funeral):

- | | | |
|----|---|------------------|
| 1. | Spouse, son, daughter, stepchild
mother, father, stepparent | 10 calendar days |
| 2. | Brother, sister, grandparent
grandparent-in-law, grandchild
mother-in-law, father-in-law,
brother-in-law, sister-in-law,
daughter-in-law, son-in-law,
provided the employee attends the funeral. | 5 calendar days |

B. If the death occurs outside of the continental United States and the employee does not attend the funeral, one (1) day's leave will be granted. One (1) day's leave will be granted in the event of the death of an aunt or uncle, niece or nephew, provided the employee attends the funeral. If an individual on funeral leave requests additional time off, additional days may be granted and charged to sick leave or vacation at the employee's option.

17.02 Jury Duty/Witness Duty Leave

- A. A full-time employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence with pay for the period of jury or witness service. To be eligible for such pay, an employee must present certification of their call to jury duty or witness duty. Only when jury duty or witness duty is in Lakewood Court, shall the employee reimburse the City any monies received from the Court.
- B. The parties expressly agree that the concept of jury duty pay is for the employee to be able to serve jury duty without the loss of compensation for such time, and

not to provide a windfall for employees called to jury duty. Accordingly, jury duty pay will be calculated to ensure that the employee does not lose any straight-time compensation he/she would have earned absent jury service.

17.03 **Military Leave**

An employee shall be granted a leave of absence for military duty in accordance with state and federal law.

ARTICLE 18 MATERNITY/SICK LEAVE WITH PAY

18.01 Effective January 1, 2002, all employees shall earn sick leave at the rate of 4.6 hours for every eighty (80) hours paid and may accumulate such sick leave to nine hundred and sixty (960) hours. Sick leave may be utilized on account of illness or injury incapacitating the employee from working and requiring the employee's absence or to care for sick or injured, pregnant, or newborn members of the employee's immediate family or the employee's parents.

18.02 If the employee is absent from work for more than two (2) consecutive days, the employee must complete a Certificate of Illness or Injury form and have their physician complete the attending physician's statement or attach an acceptable statement from the physician to the certificate that indicates that the employee is able to return to regularly assigned duties.

18.03 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

18.04 Probationary employees shall receive no sick leave during their probationary period, but will receive credit upon expiration of the probationary period for all time spent as a probationary employee.

18.05 In the event an employee becomes or continues to be incapacitated from work by illness or injury, after exhaustion of his acquired sick leave, the Director may grant further sick leave, up to a total of ninety (90) calendar days, in addition to the sick leave as herein provided.

18.06 Sick Leave and Conversion

- A. Employees may accumulate one hundred and twenty (120) days of unused sick leave and they shall be allowed to convert twenty five (25) percent of said sick leave into a lump sum cash payment, up to a maximum of thirty (30) days of pay, upon retirement, resignation or death. This lump sum sick leave conversion payment will be made within thirty (30) days after retirement, resignation or death. Any employee, at the time of their retirement, shall receive all terminal leave benefits, including vacation leave, unused holiday leave, accrued longevity or other unused compensatory time in one (1) lump sum payment. If an employee dies

while in paid status, any terminal leave benefits to the employee's credit, as set forth herein, shall be paid pursuant to any order issued by the Probate Court or pursuant to the request of the trustee of the employee's trust.

18.07 Conversion of Sick Leave Over One Hundred and Twenty (120) Days

- A. All employees who have accumulated more than one hundred and twenty (120) days of sick leave may convert on a three (3) to one (1) basis all days accumulated over one hundred and twenty (120) days into a lump sum cash payment at the end of each calendar year.

18.08 An employee must apply for FMLA leave after three (3) days of consecutive non-work-related or work-related illness or injury, being hospitalized overnight or when a serious medical condition as defined by the FMLA law and regulations causes intermittent time off. The City will notify employees regarding this obligation.

**ARTICLE 19
SICK LEAVE WITHOUT PAY**

19.01 A full-time, permanent hourly employee who has completed their probationary period shall be granted a leave of absence without pay (except to the extent the employee may be entitled to sick pay), for a period not to exceed six (6) months, because of personal illness or injury. The employee may (at the employee's option) use any vacation pay prior to going on sick leave without pay.

19.02 If an employee is off work for an extended period (in excess of six (6) months) due to injury or illness, the City may require that employee to be examined by a physician who specializes in occupational medicine. The physician's decision regarding the ability to perform the essential functions of the job or the reasonable accommodation to perform such functions will be final and binding. Should it be determined by proper medical authority that the employee will not be able to return to work, perform the essential functions of the job and no reasonable accommodation exists which would allow the employee to continue working, the City shall have the right to require the employee to resign and apply for disability retirement.

**ARTICLE 20
UNION LEAVE**

20.01 At the request of the Union, a leave of absence without pay may be granted to one employee per calendar year who is either, (1) selected for a Union office, (2) employed by the Union, (3) required to attend a Union convention, or (4) perform any other function on behalf of the Union necessitating a suspension of active employment for a period not to exceed two (2) days per contract year. If the employee is the President, Vice President, Secretary, Treasurer, or Recording Secretary of Local 1043, the leave shall be with pay. The granting of such a leave will be subject to the operational needs as determined by the employee's department head.

20.02 Based upon its operational needs, the City may grant a leave of absence without pay for one (1) employee selected by the Union to be employed by the Union. Such leave will be subject to the following conditions:

- A. Leaves of absence shall not be longer than one (1) year in duration. On the 366th day after such leave began, the employee will no longer have seniority under this Agreement. If the leave occurs during leap year then the employee will no longer have seniority after the 367th day after such leave began.
- B. All fringe benefits of the selected individual shall be terminated upon the start date of the leave of absence and shall be reinstated upon the employee's return. However, the employee will continue to be eligible for medical insurance according to the plan document.
- C. The selected employee shall not be permitted on City property to conduct any Union activity without written agreement.
- D. The selected employee shall not be entitled to accumulate any seniority during the employee's absence, and the employee's service time with the City shall be adjusted accordingly with days absent.
- E. Should a job posting be required to replace the selected employee on the leave of absence, the job posting shall indicate the position to be filled as temporary in nature.
- F. Upon completion of the leave of absence, the selected employee shall be returned to the position held prior to his leave of absence with all benefits and wages intact, and the employee's replacement shall return to his previous job.

ARTICLE 21 LAYOFFS AND RECALL

21.01 Whenever it is necessary for the City to reduce its bargaining unit forces, employees shall be laid off in the following order:

- A. Students.
- B. Temporary, seasonal and part-time employees.
- C. Employees who have not completed their probationary period.

- D. Employees by city-wide seniority in the classification to be laid off in the reverse order of seniority.

21.02 All employees shall be laid off by classification on the basis of seniority within the categories enumerated above. The City will layoff by classification the employee(s) who has/have the least amount of seniority. If the seniority of two (2) or more employees is equal, the employees shall be laid off alphabetically, “Z” to “A.” Employees with greater city-wide seniority may bump less senior employees in classifications whose work they are qualified to perform without substantial additional training. Employees who become subject to layoff or bumping shall be given reasonable notice.

21.03 In the event of a layoff, the City will advise the Union of the need for the layoff of bargaining unit employees. The City will layoff all employees noted in Section 21.01, Subsections A and B of this Article before it lays off any regular employees. Therefore, if it is necessary to layoff regular employees as defined in Section 21.01 of this Article, Subsections C and D, it shall meet with the Union to review the seniority status of those scheduled for layoff.

21.04 Employees shall be recalled in the reverse order of their layoff so long as the employee can perform the work without substantial additional training. An employee on layoff will be given five (5) calendar days’ notice of recall from the date on which the certified mail is received by the employee. The City will send the recall notice to the employee, by certified mail, to his last known address, as shown on the City’s records. It is the employee’s responsibility to notify the City of a change of address. The City will maintain a list of those employees who are laid off for a period of two (2) years. During this period of two (2) years, new bargaining unit employees shall not be hired until all qualified employees on layoff status desiring to work have been recalled.

ARTICLE 22 PROMOTION/JOB BIDDING

22.01 When Management announces that a vacancy has occurred in a job in the bargaining unit, or a new job is created, the City shall post notice of the opening for seven (7) consecutive working days, on bulletin boards set forth in Article 7 of this Agreement and in the Public Works Department bargaining unit. The notice shall contain the job title, rate of pay, division, brief job description, minimum qualifications, essential functions and the requirement for testing, if appropriate. All applicants applying for a position at the same time shall be given the same test, if any, and all interviews shall be standardized. In the event testing is required, all applicants shall be given the same written and/or practical test. The Union shall receive a copy of each job posting at or before the time of posting. Employees who wish to be considered for the posted job must file a written application with the manager of the division where the vacancy exists not later than the end of the posting period. Applicants from outside the bargaining unit must meet the same qualifications as posted for bargaining unit applicants. If neither bargaining unit nor non-bargaining unit applicants meet all of the qualifications, and the City decides to revise the qualifications, the City shall re-post the revised qualifications within the bargaining unit before offering it to outside applicants.

22.02 The administration shall provide a receipt for all applications timely filed. All applicants will be reviewed by the City and the job awarded within ten (10) working days on the basis of experience, skill, and ability to perform the work in question. The City may reject any and all bids, if in its judgment, the applicant(s) are not qualified (as defined above) for the job. If the skill, ability and experience of two (2) or more employees are substantially equal, seniority shall govern. Applicants from the Public Works Department bargaining unit shall be considered only if no qualifying member of this bargaining unit employee has applied; Public Works unit employee applicants, though, shall be considered before non-employee applicants. By the end of the tenth (10th) working day, a notice shall be posted showing the name of the applicant selected for the opening and the date the applicant is scheduled to start at the new position, or indicating that no employee was selected. In the event no bargaining unit is selected, each employee who bid will receive a written notice explaining their non-selection. As soon as a selection is made, the City shall provide the Union with a list of employees who bid, with each person's date of hire, along with the name of the employee selected. If the Union believes an employee has not been given due consideration for a promotion, the Union may submit a written Step III grievance to the Human Resources Director within five (5) calendar days. Upon receipt of the grievance, the Human Resources Director will conduct a hearing pursuant to Article 10.

22.03 An employee awarded a job under these provisions may be required to successfully complete a physical examination and, upon completion of the aforementioned, will be given reasonable help and supervision, and shall be allowed a reasonable period of time to qualify, but not more than (90) calendar days. The employee will be considered to have qualified on the new job when the employee has satisfactorily performed the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when the employee's record, as to quality and quantity of work, meets the standard applicable to the job. The employee shall be notified, in writing, the date of the employee's qualification. If the employee failed to qualify, the employee shall be returned to the employee's former job. An employee who successfully bids into a new division will retain bargaining unit seniority.

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

22.05 An employee who wins a bid under this Article shall be prohibited from bidding for one (1) calendar year from the date the award is announced.

22.06 Employees who are on layoff may bid under this Article.

22.07 All interviews for posted positions shall be held on paid time and shall be face-to-face.

22.08 Applicants from this bargaining unit shall be considered for Public Works Department bargaining unit positions only if no qualified members of that bargaining unit have applied; Administrative Unit employee applicants, though, shall be considered before non-employee applicants.

22.09 An employee promoted to a classification with a rate of pay higher than their current classification shall be placed at the next tier higher than their current rate of pay. An employee awarded a position equal to their current rate of pay shall enter into the pay scale at the tier that is equal to what they are currently being paid. An employee awarded a position with a pay rate lower than their current classification shall be placed at the highest tier of the new classification.

**ARTICLE 23
HOLIDAYS**

23.01 All full-time, hourly employees shall be entitled to the following paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Jr., Day	Day After Thanksgiving
President's Day	Christmas Day
Good Friday	Employee's Birthday
Memorial Day	Three (3) Personal Holidays
Independence Day	Labor Day

23.02 No employee shall be compensated for holiday pay unless the employee works or is available for work on the employee's regularly scheduled workday immediately preceding and immediately following said holiday, unless excused because of vacation, funeral leave, jury duty, or because of illness or injury where an employee presents a note from a doctor immediately upon return to work. An employee who reports for work thirty (30) minutes or less late on the regularly scheduled day before or following a holiday shall be docked for the amount of time tardy and will not lose the holiday pay.

23.03 Whenever any such holiday falls on Saturday, the preceding Friday shall be regarded as the holiday, and when any such holiday falls on Sunday, the Monday following shall be regarded as the holiday. When a holiday falls on the regularly scheduled workday of a shift worker, the employee shall be entitled to take, at the employee's option, the day before or after the holiday, or another day off. Any holidays not taken within this time frame shall be paid to the employee at the regular straight time rate.

23.04 The granting of paid holidays herein does not prevent the City, as an employer, from requiring any employee to report for work or to work on any holiday, if necessary, by reason of

emergency or to carry on essential municipal functions. For the purpose of this section, an emergency is defined as any impairment to City services or operations which cannot be delayed until the next workday.

23.05 Employees shall be permitted to use their birthday holiday in the same manner as their personal holidays anytime within the calendar year. Employees who utilize their birthday holiday and sever employment prior to their birthday shall repay the time to the City.

ARTICLE 24 VACATIONS

24.01 Effective January 1, 2002, each full-time employee who has been continuously employed by the City for one (1) year or more shall be entitled to vacation with pay on reaching his anniversary date, based on the following schedule:

1 Year	80 Hours
7 Years	120 Hours
13 Years	160 Hours
19+ Years	200 Hours

24.02 In applying the above, all regular time worked will serve as a basis for vacation calculations. Regular time not worked but compensated by reasons of holiday, vacation or sick leave provisions hereof, and regular time neither worked nor directly compensated by the City, but for which an employee received Workers' Compensation because of injury sustained in the course of employment by the City shall be included in vacation time calculations.

24.03 Vacation time shall be earned in one (1) calendar year and taken in the subsequent calendar year, except that an employee's paid vacation leave shall be adjusted (or pro-rated) to reflect time spent on unpaid leave(s) of absence totaling thirty (30) days or more (i.e., for each thirty (30) days spent on unpaid leave of absence, an employee shall lose one-twelfth (1/12) of regular paid vacation leave).

24.04 An employee may accumulate a total of fifty (50) working days of vacation time, excluding all vacation time earned in the anniversary year in which the cumulated vacation is taken. Vacation time acquired, but not used, in excess of fifty (50) working days shall be forfeited by an employee. If an employee is terminated (voluntarily) prior to taking his vacation, the employee shall receive the prorated portion of any fully earned, but unused vacation leave at the time of separation from employment.

24.05 All vacations shall be granted and taken at such times as shall be mutually agreeable to the employee and the employee's Supervisor insofar as possible. Where they are unable to

agree, the decision of the division head shall govern. The Supervisor shall permit the vacation to be taken on other than consecutive days. Each Supervisor, on or about December 1st, shall prepare and post in an accessible location, a vacation schedule so devised as to cause minimum interference with normal operations of the division. In the event of conflict between employees in regard to scheduled vacation time, bargaining unit seniority shall control. Lists shall be provided so employees may give their preference, according to seniority. The period to submit requests for scheduled vacation (March 15th to December 31st) shall be the preceding December 1st to the following March 15th. If requests are not made by March 15th, then that vacation request shall be treated as unscheduled vacation and seniority no longer governs. The period between January 1st and March 14th shall be considered as unscheduled vacation and seniority shall not apply. All scheduled vacation requests shall be given answers, in writing, within three (3) working days of March 15th. All unscheduled vacation requests shall be approved/disapproved, in writing, within three (3) working days.

24.06 In case of the death of a City employee, the unused vacation leave to the credit of any such employee, shall be paid pursuant to state law: 1) to the surviving spouse; 2) to any one (1) or more of children over the age of 18; 3) to the mother or father of the deceased, preference being given to the order named or to the employee's estate.

24.07 If a recognized holiday falls within an employee's vacation leave, the employee shall not be charged for vacation leave for that day.

24.08 Notwithstanding Ohio Revised Code section 9.44 or any other statute or ordinance, employees hired before January 1, 1995, shall be credited with service time with the State or any political subdivision of the State. Employee hired after January 1, 1995, shall be credited only with service with the City of Lakewood.

ARTICLE 25 WAGES

25.01 There will be no bargaining unit wage increase in 2010.

25.02 Effective January 1, 2011, all bargaining unit wage rates and individual wage rates listed in the "Special Group" of the wage scale shall be increased by one percent (1%).

25.03 Effective January 1, 2012, all bargaining unit wage rates and individual wage rates listed in the "Special Group" of the wage scale shall be increased by two percent (2%).

25.04 Effective upon execution of the 2010-2012 Agreement, the wage schedule of the Police Data Entry Clerk position shall be adjusted to the wage schedule of the Staff Assistant.

ARTICLE 26 LONGEVITY COMPENSATION

26.01 Effective January 1, 2008, all full-time, hourly employees shall be paid in addition to their regular compensation, additional compensation based upon the number of continuous full years of service, including interim military service, as determined on the dates of June 15th and December 15th of each year in accordance with the following schedule:

5 Years	\$250.00	13 Years	\$650.00	21 Years	\$1,050.00
6 Years	\$300.00	14 Years	\$700.00	22 Years	\$1,100.00
7 Years	\$350.00	15 Years	\$750.00	23 Years	\$1,150.00
8 Years	\$400.00	16 Years	\$800.00	24 Years	\$1,200.00
9 Years	\$450.00	17 Years	\$850.00	25 Years	\$1,250.00
10 Years	\$500.00	18 Years	\$900.00		
11 Years	\$550.00	19 Years	\$950.00		
12 Years	\$600.00	20 Years	\$1,000.00		

26.02 Longevity payments shall be provided in two (2) equal payments in June and December of each year.

26.03 An employee who terminates their employment on a date which falls between determination dates, as set forth in the above section, shall receive that portion of longevity compensation to which the employee is entitled on a pro-rated basis up to the date of termination.

ARTICLE 27 CALL-IN PAY AND ON-CALL PAY

27.01 **Call-In Pay:** A full-time employee who is called in to work at a time when the employee is not regularly scheduled to work shall be compensated for at least four (4) hours of work at the employee's applicable overtime rate of pay.

27.02 **On-Call Pay:** An employee shall receive one (1) hour pay at the employee's regular straight time hourly rate for every eight (8) hours of required stand-by duty by the City. The City shall allow a reasonable time in which to reach employees on stand-by. This pay shall be paid in addition to any hours that an employee is required to work on that day.

ARTICLE 28 SPECIAL ASSIGNMENTS

28.01 An hourly employee who is temporarily assigned to duties for which a higher wage is provided during any part of a regular time day shall be paid the regular time rate applicable to

such duties for all of the regular time worked on such day at the rate for the special assignment next highest to his regular rate but not less than the twelve (12) month rate for the special assignment. If the assignment continues into or is made during overtime, the employee shall be paid the overtime rate applicable to such duties for the period of such overtime assignment. If by reason of multiple assignments, two (2) different rates of pay become applicable for the same day, the employee shall be paid the higher rate.

28.02 If an employee works a normal workday at a higher job rate and then is called to work overtime at a different and lower job rate, the employee will receive time and one-half (1-1/2) pay for the overtime at the employee's regular rate or the special assignment rate, whichever is higher. If an employee normally works at a specific job seventy (70) percent of the time in any pay period, the employee shall receive a specific job rate for the entire pay period, including vacation, sick leave and holidays.

28.03 No employee shall be assigned to duties for which a higher wage is provided who has not completed the required probationary period, as provided in Article 11, unless no other employee in that division is available to perform the assignment. An employee on probation shall not perform the assignment of an employee on layoff.

28.04 Non-bargaining unit personnel shall not be assigned to perform bargaining unit work if such assignment causes a layoff, job abolishment, or is such that the assignment eliminates a person in a temporary special assignment to a classification.

28.05 An employee who has successfully bid out of a position shall not receive a special assignment to that position unless the employee volunteers for the position or no other qualified employee is available.

28.06 Stewards on special assignment shall report in and out at their regular work site unless mutually agreed otherwise.

28.07 Special assignments shall not exceed thirty (30) days unless mutually agreed otherwise between the City and the Union.

ARTICLE 29 HOSPITALIZATION AND INSURANCE

29.01 The City agrees to provide for full-time employees and their dependents a choice of "90/10" health care plans, including, dental and prescription drug coverage provided the City may change either carriers or delivery systems if the benefits and provider networks are comparable to the present plan. The City shall not offer fewer than two (2) plans; a PPO and HMO selected by the City. The City shall not be required to pay any premium to an HMO in excess of the annual monthly costs for the PPO. Prior to changing a health care plan or delivery system, the City shall meet and confer with the Union.

29.02 The City agrees to maintain the current Aid to Preventive Dentistry Plan with fifty (50) percent of the total cost paid by the employee.

29.03

Effective the first of the month following the signing of this Agreement, the City shall contribute to the AFSCME Care plan \$170.00 per month for each full-time, hourly employee within the bargaining unit. Said contribution shall provide supplemental coverage as follows:

<u>Component</u>	<u>Cost</u>
Hearing Aid	\$.50 per month.
Life Insurance	\$7.50 per month.
Vision (Level 2)	\$12.00 per month.
Prescription Drugs	<u>\$150.00</u>
Total:	<u>\$170.00</u> per month.

29.04 Additional prescription needs for a plan participant who exceeds the \$2,000.00 AFSCME maximum prescription coverage shall be covered under the Major Medical component of the health care plan or the City's self-funded program on a twenty percent (20%) co-pay basis. The AFSCME Health Care Plan must provide written certification to the Office of Human Resources that the plan participant has exceeded the \$2,000.00 annual maximum.

29.05 Newly hired employees shall have their health care plan become effective on the first day of the month following their date of hire.

29.06 **Effective March 1, 2010, monthly employee premium contributions shall be ten (10) percent for family coverage and thirteen (13) percent for single coverage, on a pre-tax basis, based on COBRA rates (medical and prescription drug), with a cap of \$125.00 per month for family and \$75.00 per month for single.**

The City shall pay the remaining cost of the plan premium. The employee contribution shall be withheld via payroll deduction on the first and second pay period of each month.

The City may discontinue offering the "100%" plans. However, if the City continues to offer the "100%" plans, it retains discretion to set the employee premium contributions for those plans.

ARTICLE 30 WORK CLOTHING, TOOLS AND EQUIPMENT

30.01 The City always has and will continue to supply employees with the tools, equipment and gear necessary to perform the work.

30.02 As has been its historical practice, the City will continue to comply with all federal, state and local requirements that relate to this Article.

30.03 In the event the City determines that any classification of employees covered by this agreement must wear any article of clothing while working, such as a shirt or jacket indicating the employee's status as a City employee, the City will supply such clothing in such quantity and at such frequency as it deems appropriate.

30.04 Any dispute that arises as to this Article shall be deferred to the LMC.

ARTICLE 31 SAFE WORK PRACTICES

31.01 There shall be joint, divisional Union/Employer safety committees for the purpose of discussing safety related problems. Such committees shall be comprised of two (2) Union members and two (2) members of Management. The safety committees shall meet on a quarterly basis during working hours, or more often upon mutual agreement. Executive level safety concerns shall be addressed during the quarterly executive labor/management committee meetings.

31.02 The City shall certify that all vehicles purchased used are road worthy.

31.03 The City may limit outside work during weather extremes, such as excessive heat, cold, wind chill factor, severe storms, high winds, lightning and other severe weather conditions. In the event the Chapter Chairperson or designee, believes an extreme weather condition exists, he/she may request that the appropriate manager make a determination whether or not a "work limitation" should be declared. The granting of such work limitation is within the discretion of management.

31.04 Any dispute regarding the necessity of a work limitation which cannot be resolved may be submitted to Step III of the grievance procedure. Employees who disagree with the Department's determination as to the necessity of a work limitation must follow the "work and grieve" doctrine.

ARTICLE 32 SHIFT PREMIUM

32.01 Any bargaining unit employee whose weekly shift consists of more than twenty hours worked after 5:00 p.m. in any twenty-four (24) hour day (12:01 a.m. thru 12:00 a.m.) will receive a shift differential of 45¢ for all hours worked after 5:00 p.m.

ARTICLE 33 JOB CLASSIFICATION

33.01 If substantial changes in the method of operation, tools or equipment of a job occurs, or if a new job is established which has not been previously classified, the City shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the City and the Union are unable to reach an agreement on the issue, the City shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance in Step IV of the grievance procedure. Any award of the arbitrator shall be retroactive to the date the City placed the rate into effect. Any rate and classification mutually agreed to by the City and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto.

33.02 No employee may maintain dual classification.

ARTICLE 34 MISCELLANEOUS

34.01 Prior to awarding a subcontract, the City will notify the Union of subcontracts entered into by the City that affect bargaining unit work and will confer with the Union concerning the effect, if any, on the bargaining unit. In the event of a declared emergency, the City may, at its discretion, enter into a subcontract without prior notice to the Union. However, the City will meet with the Union within one (1) workday after the contract has been awarded.

Prior to subcontracting any work (and before putting out a Request for Proposals for such work), the City agrees to meet with the Union to discuss alternatives to subcontracting. Upon request, the City shall provide the Union with any cost information, performance audits, specifications, or other information it requires to propose an effective alternate to subcontracting. The City will consider the Union's "bid" or alternatives in good faith along with all other bids it may receive. Whether to accept the Union's bid or that of a subcontract is within the discretion of the City.

34.02 The City shall make office space available to the Union on an as needed basis for the purpose of conducting Union business.

34.03 If the City anticipates using welfare recipients, workfare participants or other such public assistance recipients/participants to perform bargaining unit work, it will advise the Union and negotiate the effect on the bargaining unit or any welfare-to-work initiative prior to implementing the initiative.

34.04 The City shall pay the cost of the test and any license or renewal fees for any employee required to be a notary public.

34.05 Commercial Drivers License

- A. In the event an employee is required to possess a CDL as a condition of employment, the employer shall reimburse the employee the cost of the first CDL an employee obtains and any renewals, plus any endorsements to that license and

any testing necessary to obtain it. In the event an employee leaves the employment of the City for any reason whatsoever (excluding death) within two (2) years of receiving training, licensing or endorsements at expense, the City shall deduct from the employee's final pay the cost of training, licensing and endorsements.

- B. In the event an employee is required to possess a CDL as a condition of employment and loses their license for any reason whatsoever, or receives more than eight (8) violation points, or fails any required testing, the employee shall be removed from their current position and temporarily reclassified for a period not to exceed ninety (90) days or such longer period as determined by the City, providing a position exists within the bargaining unit. Such reclassifications shall supersede the job posting procedure and may result in a reduction of wages, but shall not result in a promotion or increase in per hour rate of pay. When reclassified, the employee shall be placed in the wage tier for that position based upon the employee's date of hire.
- C. If no position is available or the employee is unable or refuses to perform the assigned duties, the employee shall be laid off without the right to bump other regular full-time or part-time employees. If the employee is able to obtain a CDL and has less than eight (8) violation points within ninety (90) days, or such longer period as determined by the City, the employee shall be returned to their previous classification.
- D. If the employee is unable to obtain the CDL within the prescribed time limits, the position shall be posted bargaining unit wide. Once the vacant position has been posted and filled, the employee on layoff status shall be recalled pursuant to the terms outlined in Article 21, Layoff and Recall, of the current negotiated agreement.

ARTICLE 35 ATTENDANCE BONUS

35.01 All full-time, hourly employees hired on or before December 31, 2009, who complete a quarter of a year with perfect attendance from January 1st to March 31st; April 1st to June 30th; July 1st to September 30th; October 1st to December 31st; with no time lost for any reason whatsoever, excluding time off as a direct result of an on-the-job injury resulting in an absence of seven (7) workdays or less (consecutive or intermittent) for each separate and distinct injury (even if FMLA-qualifying), during the initial twelve (12) month period of treatment, shall be entitled to receive a bonus of twelve (12) times their hourly rate for each quarter in which no time absent is recorded. Vacations, holidays, funeral leave, military leave, jury duty/witness leave, and Union leave shall not be counted as days absent. Tardiness, FMLA leave, personal leave, sick leave without pay, sick leave with pay, and any workplace injuries exceeding seven (7) workdays (continuous or intermittent), regardless of the reason, shall be counted as time absent.

35.02 Employees hired after December 31, 2009 shall not be eligible for this bonus.

**ARTICLE 36
SPECIAL LICENSES**

36.01 Employees working in a position that utilizes the below listed licenses shall receive additional, annual merit pay, in equal installments, upon receipt of the following licenses issued by the state:

Chief Building Official License	\$1,000
Master Plumber's License	\$1,000
Plumbing Inspector's License	\$1,000
Electrical Inspector's License	\$1,000
Class III Field Inspector's License	\$1,000
Class I Water/Wastewater Collection License	\$500
Class II Water/Wastewater Collection License	\$1,000
Licensed Independent Social Worker	\$500
Licensed Social Worker	\$500
Certified Home Health Aide	\$200
Licensed Professional Counselor	\$500
Communications Technician License	\$1,000
Certified Chemical Dependency Counselor III	\$500
Registered Sanitarian	\$500
Certified Lead Risk Assessor	\$500
Notary Public	\$50

36.02 Employees working in a position that utilizes a Commercial Driver License (CDL) shall receive a one (1) time lump sum payment each year of \$50.00, payable on the first regular pay date in March.

**ARTICLE 37
LEGALITY**

37.01 If a court of competent jurisdiction invalidates any provision of this Agreement, that provision shall be null and void, but that determination shall not affect the validity of the

remaining paragraphs of this Agreement. In the event a provision is determined unlawful, the Agreement shall be reopened on that provision and the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful alternative provision.

ARTICLE 38 PERSONNEL FILES

38.01 The personnel files for all employees shall be maintained by the Human Resources Director for the City of Lakewood.

38.02 All permanently appointed employees shall have the right to examine their own personnel file (excluding all information related to their probationary period) with two (2) working days advance notice. Such request shall be forwarded through channels to the Human Resources Director.

38.03 An employee may not alter any documents in their file but may place written clarification, explanation or rebuttal to any of its contents which may be of a negative nature, by submitting it through channels to the Human Resources Director.

38.04 No unsubstantiated complaint shall be placed in an employee's personnel file and any disaffirmed disciplinary action shall be expeditiously removed from an employee's file.

38.05 Information in an employee's personnel file shall be considered confidential, subject to current law, and shall not be released to any outside agency or person without the signed consent of the employee.

ARTICLE 39 INJURY ON DUTY

39.01 An employee who suffers an injury or illness incurred during the course of and arising out of employment with the City shall receive their regular straight time earnings for a period not to exceed seven (7) calendar days following the initial date of injury. Any such time paid by the City shall not be chargeable to accrued sick leave provided that the employee has reported the injury and sought treatment in accordance with the City's injury reporting procedures.

39.02 Should an employee re-aggravate the same injury within six (6) calendar months of the initial date of injury, the employee shall receive their regular straight time earnings for a period not to exceed three (3) working days. Such time shall not be chargeable to accrued sick leave provided that the employee has reported the injury and sought treatment in accordance with the City's injury reporting procedures. If the employee does not re-aggravate the same injury within six (6) months of the initial date of injury, any future such injury shall be covered under Section 1 above.

39.03 Should a claim be disallowed by the Ohio Bureau of Workers' Compensation (OBWC) for an injury because it was not a work related injury, any payment made by the City prior to

such determination by the OBWC shall be deducted from the accumulated leave credits commencing with sick leave first.

ARTICLE 40
LABOR/MANAGEMENT COMMITTEE
SAFETY COMMITTEE

40.01 Labor/Management committees and Safety committees shall continue to meet quarterly at both divisional and executive (department) levels.

40.02 The Union and the City will each designate their representative(s) for these committees. The maximum representation for either party at the divisional level will be two (2) persons. The maximum representative(s) for either party at the executive level will be four (4) persons, which will include one (1) representative from Ohio Council 8 for the union.

40.03 The agenda for each meeting shall be determined by request of either party.

ARTICLE 41
MILEAGE

41.01 All employees required to use their personal vehicles in the performance of their duties for the City shall be reimbursed for actual work-related mileage at the IRS rate for mileage for business use.

ARTICLE 42
TUITION REIMBURSEMENT

42.01 Employees will be entitled to tuition reimbursement benefits as defined in the City's Policy and Procedure Manual.

42.02 Where an employee must attend training (or continuing education units) to obtain or maintain a license or certification required for his/her classification, the City shall pay the full cost for the employee's registration or attendance at that training. Travel time and time spent at such training shall be considered time worked and the employee shall be paid his/her appropriate hourly rate.

**ARTICLE 43
DURATION**

43.01 This Agreement represents an understanding between the City and the Union, and it shall be effective until December 31, 2012, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after December 31, **2012**, either party gives fourteen (14) days notice of an intention to terminate this entire Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2010.

FOR LOCAL UNION 1043:
Administrative Chapter

FOR THE CITY:

Edward FitzGerald, Mayor

Nora L. Hurley, Law Director

Jean Yousefi, Director of Human
Resources

FOR OHIO COUNCIL 8:

APPROVED AS TO LEGAL
CORRECTNESS AND FORM

Memorandum of Understanding
City of Lakewood,
AFSCME Local 1043 (Administrative Chapter) Employees, AFL-CIO,
and
AFSCME Ohio Council 8, AFL-CIO

This is an understanding between AFSCME Local 1043 (Administrative Chapter) and Ohio Council 8 (hereinafter "Union"), and the City of Lakewood (hereinafter "City") regarding the compensation of part-time personnel. In resolution of this issue, the City and the Union do hereby agree to the following:

During the life of the Agreement, should any part-time employee of the City be classified as full-time into a classification that they currently hold as part-time and within the same division, they shall be placed on the salary schedule at a step equal to, or the next higher step, than the employee's current wage rate. This wage rate shall be effective beginning the day of appointment into the full-time position.

During the life of this Agreement the City will not hire any new part-time employees at a rate of pay higher than the starting wage rate for the same full-time classification in the bargaining unit. Also, the City will not increase the wages of any part-time employees above the amounts listed in the Wage Scale for the length of service they obtain.

FOR THE CITY

Date: _____

FOR AFSCME LOCAL 1043

Date: _____

FOR OHIO COUNCIL 8

Date: _____

Memorandum Of Understanding
City of Lakewood
AFSCME Local 1043 (Administrative Chapter) Employees, AFL-CIO
And
AFSCME Ohio Council 8, AFL-CIO

This is an understanding between AFSCME Local 1043 (Administrative Chapter) and Ohio Council 8 (hereinafter “Union”), and the City of Lakewood (hereinafter “City”) regarding discipline based on the use of time clocks. In resolution of this issue, the City and the Union do hereby agree to the following:

The City agrees that before any discipline can be administered based on the use of time clocks, the City will meet and confer with the Union regarding a time clock policy.

ME-TOO SIDE LETTER

The City agrees that if in its negotiation of the 2010-2012 contracts, it negotiates with another union a higher base wage increase (Art. 25) or a more favorable health insurance plan-design or lower premium contributions (Art. 29), these modifications will be applied to this bargaining unit. Arbitration decisions shall not trigger this me-too obligation.

FOR LOCAL UNION 1043

Nora L. Hurley, Law Director

FOR OHIO COUNCIL 8

Date

Date