

**CONTRACT**  
**BETWEEN**  
**THE CITY OF SEVEN HILLS, OHIO**  
**AND**  
**OHIO COUNCIL 8 AND LOCAL 3557**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES, AFL-CIO**  
**(CLERICAL-TECHNICAL CHAPTER)**

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ARTICLE 1 PURPOSE

This Contract is made between the City of Seven Hills, hereinafter referred to as the "City", and Ohio Council I and Local 3557 of the American Federation of State, County and Municipal Employees, AFL-CIO. hereinafter referred to as the "Union". The male pronoun or adjective used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of the Contract is to develop a fair and responsible method for establishing the terms and conditions of employment, including rates of pay, wages, hours and working conditions and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2 RECOGNITION

Section 1. The Union is recognized as the sole and exclusive representative of all employees of the City of Seven Hills with respect to wages, hours and other terms and conditions of employment for all unrepresented employees of the City of Seven Hills including: custodians; housekeepers; clerical and secretarial help; senior clerks; clerks; bookkeepers; floaters; Finance Department clerk; Recreation Board Secretary; Zoning Board Secretary; Sewer Department Secretary; Police Department Secretary; Service Director's Secretary; Finance Directors Secretary; Law Director's Secretary; part-time clerks; part-time bookkeepers; Building Department Secretary; Recreation Department Secretary; ARB Secretary; Planning Secretary; and, Civil Service Secretary.

Section 2. Except as otherwise provided, the following positions are specifically excluded from the bargaining unit: All management level employees, members of the Police and Fire Department, confidential employees (including secretary to City Council), and supervisors as defined in the Code, and seasonal and casual employees as determined by the State Employment Relations Board; and secretary to the Mayor (one employee).

Section 3. The City and Union agree to jointly petition the SERB to add the following classifications to the bargaining unit:

- Engineering Department Secretary
- CAD Operator, Engineering Department
- Building Department Clerk

ARTICLE 3 NON-DISCRIMINATION

Section 1. Both the City and the Union recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, national origin, sex, handicap, age or disabilities.

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Section 2. It is agreed that all employees have a right to a workplace free of verbal and/or physical harassment.

Section 3. All of the employees of the City within the bargaining unit shall receive equitable treatment and share in the full-time and part-time benefits provided herein.

Section 4. The City 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. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the City 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 4 NO STRIKE

Section 1. The City and the Union agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of all grievances arising under this Agreement.

Section 2. The Union and any member of this bargaining unit, for the duration of this Agreement, shall not directly or indirectly call, sanction, encourage, finance, participate, or assist in any resignation, work stoppage or slowdown, or other interference with the normal operations of the City.

Section 3. The Union and its officers and/or stewards shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the Union and its officers and/or stewards shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union and its officers and/or stewards shall advise the employees to return to work immediately.

Section 4. The City shall not lock out any employees for the duration of this Agreement.

#### ARTICLE 5 DUES DEDUCTION & FAIR SHARE FEE

Section 1. During the term of this Agreement the City shall make payroll deduction from the pay or wages of those employees who have submitted a signed checkoff card.

Section 2. The amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees AFL-CIO. The Union shall advise the City in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checkoff moneys shall be remitted.

Section 3. The payroll deduction shall be made, by the City, from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay. If an employee has insufficient pay or wages to satisfy the

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amount to be deducted, the City will make deductions from subsequent pays until the amount to be deducted has been satisfied.

Section 4. Monies deducted pursuant to the provisions of this Article shall be remitted to the Union within fifteen (15) days of their deduction. Each remittance shall be accompanied with the following alphabetical lists: 1) employees for which deductions were made including name, address, social security number of the employee and the amount(s) deducted; 2) the name of each employee whose name has been dropped from the prior checkoff list and reason for the omission.

Section 5. All bargaining unit employees who are not members in good standing with the Union, shall be required to pay a fair share fee to the Union as a condition of employment. The fair share fee shall be paid effective sixty-one (61) days from the employees hire date or the execution of this agreement which ever is later. All fair share fee provisions are subject to Ohio Revised Code, Section 4117.09.

Section 6. The fair share fee amount shall be certified to the City by the Union. The deduction of the fair share fee from any employee earnings shall be automatic and does not require written authorization for a payroll deduction.

Section 7. Payment to the Union of the fair share fees deducted shall be made in accordance with the union dues deduction, as provided herein. In addition, the City shall provide the Union with an alphabetical list of the names, social security number and addresses of those employees who had fair share fee deductions along with the amount of the fair share fee deduction.

Section 8. The employer shall provide each newly hired bargaining 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 days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by AFSCME to the employer to allow the employer to meet this obligation. The employer shall also require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The Employer shall mail each original receipt to the Ohio Council 8 Regional Office.

Section 9. 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) except that the employer shall be liable for claims arising out of the employers failure to provide an initial fair share fee (agency fee) notice to newly hired bargaining unit employees. 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 this Article unless specifically excepted above.

ARTICLE 6 MANAGEMENT RIGHTS

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Section 1. Except as expressly limited by this Agreement, any and all rights concerned with the management of the City are the exclusive and sole responsibility of the City. It is further recognized that the City has the right to:

- a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
- b) Direct, supervise, evaluate, or hire employees;
- c) Maintain and improve the efficiency and effectiveness of governmental operations;
- d) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- e) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- f) Determine the adequacy of the work force;
- g) Determine the overall mission of the City as a unit of government;
- h) Effectively manage the work force;
- i) Take actions to carry out the mission of the City as a governmental unit.

Section 2. 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 and shall not be subject to the grievance procedure.

ARTICLE 7 BULLETIN BOARDS

The City shall provide the Union with one (1) bulletin board in the time clock area of the City Hall.

ARTICLE 8 UNION REPRESENTATION

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Section 1. The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of a union representative. The Union recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by a union representative. Before leaving an assignment pursuant to this Article, the union representative must obtain approval from the Department Head or his designee. The City agrees that such approval shall not be unreasonably denied. The City will compensate the union representative at his normal rate of pay for the time

spent in the good faith processing of grievances and attending any meetings at which the employee or City requests a union representative to be present.

Section 2. Employee(s) selected by the Union to act as the union representative(s) for the purpose of processing grievances under the Grievance Procedure provided herein, shall be known as Stewards(s). The Steward shall represent employees on all shifts. The Alternate Steward shall be recognized when the Steward is absent or otherwise not available.

Section 3. The City shall recognize one (1) Steward and one (1) Alternate Steward from the Union Grievance Committee. This Committee shall consist of the Chapter Chairperson, Secretary, Steward, and/or Alternate Steward, but not more than four (4) persons.

Section 4. Upon execution of this Agreement, the Union will provide the names of all officers for the Clerical-Technical Chapter of Local 3557. Thereafter, the Union shall provide written notice to the Mayor, within thirty (30) days of any and all changes in the persons who occupy these positions or offices described above.

**ARTICLE 9 PERSONNEL RECORDS**

Section 1. An employee shall, upon request be permitted to review his personnel record file and receive a copy of his file within a reasonable period of time, but not more than two (2) days. Any materials in the employee's personnel record which are more than two (2) years old at the time discipline is being considered shall not be used against the employee. There shall be only one (1) personnel file for each employee, the location of which shall be determined by the Mayor.

**ARTICLE 10 DISCIPLINE**

Section 1. Discipline will only be imposed for just cause. A non-probationary employee must be disciplined within five (5) working days of the conclusion of the predisciplinary conference. The predisciplinary conference will be held within thirty (30) days from an alleged offense. The Union and City may mutually agree to extend the time limits.

Section 2. The City shall provide the affected employee with a written Notice of Discipline which shall include the specific acts for which discipline is being imposed and the penalty proposed. The Notice shall contain a reference to dates, times and places, if possible. The Notice shall also contain a written statement of employee's right to union representation at any hearing. A copy of the Notice of Discipline shall be delivered to the Union within ten (10) days of the notice.

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

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3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.
4. However, where a suspension of greater than thirty (30) days or a termination is proposed such action may be taken immediately by the Employer provided the requirements of Loudermill are first met.

Section 3. The City shall hold a predisciplinary conference with the employee prior to imposing discipline to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written testimony. An affected employee may elect in writing, to waive the opportunity for union representation at the predisciplinary conference. Any agreement reached at the predisciplinary conference shall be reduced to writing and signed by all parties including the Union, if present. If a Steward is being disciplined, he shall be represented by a Chapter Officer.

#### ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt adjustment 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 representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. It is the intent of the City and the Union to share information pertaining to grievances at all steps of the Grievance Procedure.

Section 2. A grievance is defined as a dispute or difference between the City and employees or the City and the Union concerning the interpretation and/or application of and/or compliance with only the express, written provisions of this Agreement including any and all disciplinary actions. A Group Grievance is a grievance filed by a group of employees relating to a single common issue or event covered by this Agreement. The grievance shall set forth the complete details of the grievance, *i.e.*, the facts upon which it is based, the paragraph(s) allegedly being violated, the approximate time of occurrence and the relief or remedy requested. It is understood that a written grievance may be amended by the Union at any time during the Grievance Procedure provided no new issues are added and no change is made to the material issue in dispute. All amendments must be presented prior to the start of the Step Three meeting at which the amended grievance is to be heard.

Section 3. When a grievance arises, the following procedure shall be followed. It is important that the employee's grievance(s) regarding unjust or discriminatory suspension and/or discharges be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure beginning at Step Two (2). A Policy Grievance may be reviewed through the Grievance Procedure beginning at any step where appropriate redress may be affected.

Step 1: An employee who believes he has a grievance has a right to notify his union representative of this situation and to discuss the alleged violation. This discussion shall take

place as soon as is reasonably possible. The grievance shall be presented to the Supervisor or his designee within five (5) working days of the event(s) giving rise to the grievance. The Supervisor or his designee shall meet with the Steward and the employee within five (5) working days from the date of the receipt of the grievance in an effort to resolve the grievance. Within five (5) working days after this meeting, the Supervisor or his designee shall give a written answer to the Union and the employee. Each grievance shall be answered separately. The answer shall set forth in detail the settlement reached between the parties. Agreement on this settlement shall be signed by all parties, in writing, on the grievance answer. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

Step 2: If the grievance is not satisfactorily settled at Step One (1), the Union shall present the grievance in writing to the employee's Department Head within five (5) working days of the receipt of the Step One (1) answer. Within five (5) working days thereafter, the Department Head shall meet with the Steward and Chapter Officer. Within five (5) working days after the Step Two (2) meeting, the Department Head shall give a written answer, as defined in Step One (1), to the Union.

Step 3: If the grievance is not satisfactorily settled at Step Two (2), the Union shall present the grievance in writing to the Mayor within five (5) working days after receipt of the Step Two (2) answer. The Mayor and the Union's Staff Representative will mutually agree on a date for a monthly meeting for the purpose of considering grievances. The Mayor shall meet with the Union's Staff Representative and the Chapter Officer. Within five (5) working days after the Step Three (3) meeting, the Mayor shall give a written answer, as defined in Step One (1), to the Union's Staff Representative and the Union.

**Deleted:** A grievance concerning an oral or written reprimand will be considered final and non-arbitrable after the decision at Stage Three (3) although the grievant may, within thirty (30) calendar days after the decision at Step Three (3) add a written rebuttal to the decision to be placed in the employee's personnel file.

#### Step 4: Grievance Mediation

- i) Any grievance which has been appealed to arbitration may upon agreement of the parties be referred to grievance mediation. The parties shall attempt to select a mediator by mutual agreement. If they are unable to agree then they shall select a mediator from a list provided by the Federal Mediation and Conciliation Service, pursuant to that organization's rules for selection. The cost for any mediator shall be shared equally by the parties.
- ii) Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the proceedings shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints 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.
- iii.) If the grievance remains unresolved at the end of the mediation session, the mediator will 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.

Step 5: In the event a grievance is unresolved after Step Three (3), then within thirty (30) calendar days after receipt of the Step Three (3) decision, the Union may submit the grievance to arbitration. Within this thirty (30) calendar day period, the parties will meet to mutually agree upon an arbitrator from the permanent panel below.

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1. James Mancini
2. Robert Stein
3. David Pincus
4. Nicholas Duda
5. Virginia Wallace Curry
6. Gregory Van Pelt
7. Stewart Savage
8. Nels Nelson
9. David Beckman

Section 4. 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. 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.

Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. Employees, who are reasonably necessary to the resolution of the grievance, shall attend the arbitration hearing without loss of their hourly rate of pay for all hours during which attendance is required by the City.

Section 6. A grievance may be withdrawn without prejudice by the Union at any step of the grievance procedure consistent with established time limitations.

Section 7. The time limits set forth in the Grievance Procedure shall, unless extended by mutual agreement of the City and the Union, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the Union to the next level.

Section 8. Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays or Holidays.

## ARTICLE 12 PROBATIONARY PERIOD

Section 1. New employees shall be considered to be on probation for a total of four hundred eighty (480) hours worked. During the probationary period, discharge or suspension by the City shall not be subject to the grievance procedure.

Section 2. If an employee quits during the probationary period described in Section 1 and is later rehired, he shall be considered as a new employee and subject to the provisions of Section 1.

## ARTICLE 13 SENIORITY

Section 1. Only full-time and part-time employees of the City shall have seniority. Students and summer employees shall have no seniority rights. Part-time employees are those employees who are scheduled to work less than forty (40) hours per week. Full-time employees are those who are scheduled to work for forty (40) hours or more per week.

Section 2. Seniority shall mean an employee's uninterrupted length of continuous service with the City measured from his last hiring date as a City employee. An employee shall have no seniority during the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 3. The City shall provide the Union with a copy of a seniority list on an annual basis. The list shall include, in order of date of hire, the name, department, address and date of hire of each employee.

Section 4. Continuous service and seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for just cause;
- (c) Is laid off for a period equal to the amount of seniority held at the time the layoff commences, or twenty-four (24) consecutive months, whichever is less.

Section 5. Requests for excused time off shall be submitted by April 15th of each calendar year. Timely requests shall be granted on the basis of seniority. Any requests submitted after April 15th shall be granted at the sole discretion of the Department Head, giving due consideration to operational needs. The Employer reserves the right to cancel approved time off in the event of an emergency.

## ARTICLE 14 LAY-OFFS

Section 1. Whenever it is necessary for the City to reduce its forces, due to lack of work or funds, the employees within the department to be reduced will be laid off in the following order:

- (A) Students;
- (B) Seasonal employees;
- (C) Employees who have not completed their probationary period;
- (D) Voluntary layoffs by employees with seniority provided the City approves of such election;
- (E) Part-time employees who have completed their probationary period;
- (F) Full-time employees who have completed their probationary period;
- (G) In the application of this provision, employees will be retained by reason of their seniority only if they are able to perform the available work.

Section 2. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their seniority (last hired, first laid off). When the seniority or service of two or more employees is equal, employees shall be laid off by the date of hire. In the event an employee cannot hold his present position, he shall have the right to "bump" an employee with lesser seniority provided the employee has the ability to do the work.

Section 3. The City will provide regular full-time or part-time employees with a minimum of two (2) weeks advance notice of a layoff.

Section 4. This Article is intended by the parties to supercede any similar provisions in local Civil Service law or under ORC 124, *et seq.*

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Section 5. There shall be no erosion of the bargaining unit as a consequence of the opening and/or operation of the Recreation Center.

ARTICLE 15 RECALL FROM LAYOFF

Section 1. Employees shall be recalled to their most recently held position in the reverse order of the layoff. An employee who is laid off has ten (10) days, from the date of delivery, attempted delivery, or receipt of a certified notice of recall sent by the City to the employee's last known address as shown on the City's records, to return to work. Failure to respond to the notice shall cause the employee to forfeit his recall rights without further recourse.

ARTICLE 16 VACANCIES AND JOB BIDDING

Section 1. The City will determine when a vacancy exists or a new position is to be created and/or whether the vacancy or new position is to be filled.

Section 2. When a vacancy or new position exists within the bargaining unit, the City will post an announcement of the vacancy or new position on the Union bulletin board. Said posting

shall remain posted for a period of five (5) working days. The announcement shall contain the job title, a brief job description required, rate of pay, the date of the posting, and bid deadline date.

Section 3. Any employee wishing to apply for the posted vacancy must submit an application in writing to the City by the end of the posting period in order to be considered for the position.

Section 4. The City will fill the position based upon the qualifications of the applicant(s). The review period for applicants shall not exceed ten (10) days. If two or more employees are equally qualified for the position, as determined by the City, the vacancy shall be awarded to the most senior employee. An employee awarded a job shall be given written notice of appointment and a copy shall be sent to the Union President and Steward.

Section 5. The effective date of the promotion shall be as soon as practicable but no later than ten (10) days from the date that the employee is notified of the City's selection.

Section 6. The promoted employee shall serve a thirty (30) day probation period. If the promoted employee cannot satisfactorily perform the new job within the probationary period, the employee shall be returned to the previously held position at the prior rate of pay. The City agrees not to permanently fill the previously held position until the close of the promotion probationary period. The Union and City may mutually agree to extend the promotion probationary period for any employee.

Section 7. If no qualified applicant applies for the position, the City may fill the job by hiring a qualified new employee from outside the bargaining unit.

#### ARTICLE 17 TEMPORARY TRANSFERS

Section 1. Any employee assigned to work in a position other than his own for more than thirty (30) days shall receive either his/her normal rate of pay or the base rate for the temporarily assigned position, whichever is higher for all hours worked.

#### ARTICLE 18 HOURS OF WORK

Section 1. The normal work week for full time employees shall be forty (40) hours, in five (5) consecutive days of at least eight (8) hours each day, commencing at 12:01 A.M. Sunday through midnight Saturday.

Section 2. All full time employees shall be allowed an uninterrupted thirty (30) minute unpaid lunch.

Section 3. All full time employees shall have one (1) paid fifteen (15) minute break for each four (4) hours worked. All part time employees scheduled to work a minimum of six (6) hours on a given day shall have one (1) paid twenty (20) minute break. Part time employees

scheduled to work four (4) hours or more but less than six (6) hours shall have one (1) fifteen (15) minute break.

Section 4. The normal starting time shall be 8:00 AM., individual supervisors may establish earlier or later starting times.

#### ARTICLE 19 OVERTIME ASSIGNMENT EQUALIZATION

Section 1. The City shall be the sole judge of the necessity for overtime. All overtime will be rotated among regularly assigned employees within a department in the order of seniority. Once every regularly assigned employee within a department has been offered one overtime opportunity, future overtime opportunities shall continue to be rotated among employees within the department in order of those having the fewest number of overtime hours worked. Nothing herein prohibits the City from offering overtime hours to floaters as has been the practice where no regularly assigned employee is available.

Section 2. Where an employee is offered overtime and refuses the opportunity, then for overtime equalization purposes alone, he will be credited as having worked the number of hours refused.

Section 3. Effective January 1st of each year, the overtime hours worked by each employee shall be returned to zero, and computation shall commence anew.

Section 4. For the equalization of overtime, new employees and employees with extended illnesses of thirty (30) days or more, shall be credited with the average amount of overtime other employees in the same department have. The overtime total for a department shall not vary more than ten (10) hours between regularly scheduled employees.

#### ARTICLE 20 OVERTIME/PREMIUM PAY

Section 1. Employees will be paid time and one-half (1½) of their straight time rate of pay for hours worked in excess of forty (40) hours in any one work week. An employee at his option may receive compensatory time instead of overtime pay. Compensatory time shall accrue at a rate of time and one half (1½) for all time worked in excess of forty (40) hours in one work week (or at double time for time worked on a Sunday or Holiday). An employee may utilize his accrued compensatory time at any time, so long as he has received prior approval from their Supervisor. A list of accumulated comp time will be posted and updated on a monthly basis.

Compensatory time may accrue to a maximum of forty (40) hours, after which all overtime shall be paid at the appropriate rate.

Section 2. For the purposes of overtime compensation, holidays, vacation, and excused sick time shall be included in determining the total number of hours worked. Longevity compensation shall also be included in the base rate for overtime computation.

Section 3. Hours worked on Sunday shall be compensated at the double time rate. Custodians/Housekeeper will be compensated at the double time rate for all hours worked on holidays.

#### ARTICLE 21 CALL-IN PAY

Section 1. An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive two (2) hours call-in pay at the straight time rate, plus pay at the overtime rate for all hours actually worked.

Section 2. Floaters shall receive a minimum of two (2) hours work or two (2) hours pay in lieu thereof at the applicable rate, when called into work and/or scheduled to work. Section 1 of this Article shall not apply to the Floater classification.

#### ARTICLE 22 NEW AND CHANGED JOBS

Section 1. The City at its discretion may change existing job description, or establish new jobs within the general scope of work performed by members of this unit. The City proposed new and changed job(s) shall be reviewed with the Union but only as it relates to rate of pay. Any rate of pay changes agreed to by the City and the Union shall become part of the wage schedule to this Agreement. If the Union and the City can't agree to the rate of pay, then the Union shall submit the issue to an arbitrator. The arbitrator has only the authority to set a rate of pay for the new or changed job.

#### ARTICLE 23 SICK LEAVE WITH PAY

Section 1. 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) illness, injury or death in the employee's immediate family, which reasonably requires the employee's attention. Except for stepchildren, the immediate family member need not reside with the employee.

Section 2. All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours in active pay status and may accumulate such sick leave to an unlimited amount.

Section 3. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefor at least one (1) hour before the start of his work shift each day he is to be absent.

Section 4. Sick leave may be used in segments of not less than (15) minutes.

Section 5. Before an absence may be charged against accumulated sick leave, the Department Head may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In

any event, an employee absent for more than three (3) days must supply a physician's report to be eligible for paid sick leave.

Section 6. If an 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, in his discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay.

Section 7. Any abuse of patterned use of sick leave shall be just and sufficient cause for disciplinary action, up to and including termination of employment.

Section 8. 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 duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 9. 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, children, parents, siblings, or relative actually residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, grandparents, spouse, spouse's parents, child, brother, sister, or person in loco parentis.

Section 10. Employees shall, at the time of retirement from active service with the City, and with ten (10) or more years of continuous service with the City, be paid in cash for one-half (50%) of the employee's accrued but unused sick leave, up to a maximum accrual of one hundred eighty (180) days. The dollar value of a sick day shall be based on employee's annual salary at time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the City only once to any employee during his lifetime. This section shall only apply to the retirement or disability retirement of municipal employees as defined by the state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein. The estate of an employee who at the time of his or her death would have qualified for payment hereunder shall be entitled to the payment provided herein.

Section 11. 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.

Section 12. An employee who transfers from another public agency within the State of Ohio or any other political subdivision of the State to the City of Seven Hills shall not be credited for any unused balance of accumulated sick leave earned with such other public agency or political subdivision.

## ARTICLE 24 FUNERAL LEAVE

Section 1. An employee shall be granted three (3) days upon the death of a spouse, a child including step and adopted children, father, mother, grandfather, grandmother, father-in-law, mother-in-law, brother, or sister.

Section 2. Attendance at the funeral or memorial service in lieu of the funeral is required to receive the benefit. The time off must be on the days the employee was scheduled to work. The payment will be at the employee's regular hourly rate and such payment shall not duplicate payment for any other reason.

Section 3. If additional time off is needed, the Department Head or his designee may grant additional time off without pay or the employee may request to use unused vacation days.

Section 4. Employees may use up to three (3) days of accumulated sick leave to attend the funeral of other relatives not listed in Section 1 above.

## ARTICLE 25 FAMILY AND MEDICAL LEAVE

Section 1. The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below.

Section 2. Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.

- (1) The birth of a son or daughter, and to care for the newborn child;
- (2) The placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Section 3. The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

Section 4. Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act. Employees shall not be required to exhaust all paid leave prior to using the Family and Medical Leave Act.

Section 5. No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act.

Section 6. Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

Section 7. Sick leave events which continue two (2) weeks or more will require completion of a WH380 Form.

Section 8. Eligible employees will be required to re-certify their request for FMLA leave every thirty (30) days.

Section 9. Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

Section 10. Employees will be obligated to pay the employee share of health care premiums on the regular pay day. The City of Seven Hills will cease to pay the City's share of the premium if the employee's payment is more than thirty (30) days late.

#### ARTICLE 26 MILITARY LEAVE

Section 1. An employee shall be granted a leave of absence for military duty in accordance with State and Federal laws.

#### ARTICLE 27 JURY DUTY LEAVE

Section 1. An employee who is called for jury duty shall be paid the difference between his regular pay and jury duty pay for the hours spent serving as a juror, provided such hours were during regularly scheduled hours.

Section 2. To be eligible for jury duty pay, an employee must submit to the City a jury pay voucher detailing the period of jury service and the amount of jury pay received.

#### ARTICLE 28 UNION LEAVE

Section 1. Upon written request from the Union, a leave of absence without pay shall be granted to not more than two (2) employees for a period not in excess of ten (10) days per year each, for the purpose of attending Union conventions or other Union Activities which necessitate a suspension of active employment. It is expressly understood that the employees must obtain at least two (2) weeks prior approval from the Department Head. There shall be no disruption of the provision of City services as a result of the loss of the two (2) employees.

#### ARTICLE 29 LEAVE OF ABSENCE

Section 1. Upon written request to the Department Head, an employee may be granted a leave of absence, without pay, for sickness and disability not covered pursuant to Articles 23, 24

or 25 above or other good cause such as military service or educational purposes, provided, however, that no leaves of absence shall be granted for the purpose of permitting an employee to seek and/or accept other employment, and no employee who is on leave of absence shall accept gainful employment elsewhere. Such leave of absence shall be subject to the written approval of the Department Head, and shall be for a period not exceeding six (6) months. Medical insurance coverage for employees on authorized unpaid leaves of absence may be continued upon payment of the monthly premium by the employee to the Finance Director on the first of each month, in advance.

Section 2. If an employee fails to honor the reason for such granting of the leave of absence or over extends the approved time, his employment may be terminated.

## ARTICLE 30 DISABILITY LEAVE

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Section 1. An employee who is disabled as a result of the performance of duties within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed 180 calendar days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this section is incurred, the first five (5) days of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than five (5) days accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining service related disability leave shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

Any employee who obtains a paid leave under this Article shall file for Workers' Compensation and sign a waiver assigning to the City those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under their Article. The City in its discretion may waive the requirement that the employee file for Workers Compensation benefits although nothing herein shall be construed to infringe on the employee's right to file for Worker Compensation benefits nor shall it be construed to limit the benefits of this section.

Section 2. A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month in which such disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability leave must, as a condition thereto submit to a physical or physicals by a physician or surgeon chosen by the City at any time.

Section 3. In the event an employee is dissatisfied with a determination of the Finance Director based on the City's medical examination, the employee may submit the question to the Grievance procedure.

ARTICLE 31 HOLIDAYS

Section 1. All employees shall be entitled to the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Flag Day (June 14), Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. The City will pay all employees eight (8) hours for New Year's Day and eight (8) hours for Christmas Day. Payment for all other holidays listed shall be made on a pro rata basis predicated on the average hours the employee actually worked during the holiday week, not to exceed eight (8) hours.

Section 2. All employees who worked one thousand forty (1040) hours or more in the prior year, will receive twenty-four (24) hours of paid personal leave. All employees who worked less than one thousand forty (1040) hours in the prior year, will receive paid personal leave on a pro rata basis.

Section 3. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. To be eligible for paid holidays, employees must work the regularly scheduled working days immediately preceding and following such holiday. In the event an employee is sick on either of the aforementioned days, verification of illness from a licensed physician must be received by the City in order to qualify the employee for holiday pay. However, an employee shall be paid the holiday pay if the employee is:

1. Hospitalized or on an approved sick leave for a known serious illness;
2. On pre-approved personal leave;
3. On pre-approved bereavement leave; or
4. On pre-approved vacation

Section 4. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to one and one half (1½) times their regular rate of pay for all hours worked on the holiday.

ARTICLE 32 VACATIONS

Section 1. All full time employees shall receive paid vacation based on the following formula:

<u>Years of Service</u>	<u>Length of Vacation</u>
1 through 4 years	Two weeks
5 through 9 years	Three weeks
10 through 14 years	Four weeks
15 through 25 years	Five weeks
26 and over	Six weeks

Section 2. All part-time employees shall receive paid vacation which calculation is based upon the following formula:

Vacation Formula

$$\frac{\text{Number of hours worked from the seniority date of the previous year to the seniority date of the current year}}{2,080} \times \text{Number of weeks employee would receive if worked 2,080 hours (see Full-time Vacation Chart above)} = \text{Number of weeks of vacation}$$

For purposes of this section, one day of vacation shall be equal to the average hours worked per day for that employee

Section 3. If an employee is unable to use their vacation, due to job related conditions approved by their supervisor, they may carry-over unused vacation time which must be used within 60 days thereafter.

Section 4. Vacation time shall be accrued from the employee's seniority date.

ARTICLE 33 UNIFORMS

Section 1. The City shall continue to provide uniforms for the full time custodian(s) as has been the practice (eleven (11) shirts, eleven (11) pants and t-shirts for summer). The City shall also continue to replace any damaged uniforms and clean any dirty uniforms for the full-time custodian(s).

Section 2. The full time custodians will wear these uniforms while at work as has been the practice.

Section 3. Upon presentation of receipts one full-time custodian shall be entitled to an annual clothing and maintenance allowance not to exceed \$200.

ARTICLE 34 WORK BY SUPERVISORS

Section 1. Supervisors will not perform bargaining unit work to the extent that it results in a layoff or reduction of hours of work by bargaining unit employees.

ARTICLE 35 SAFETY AND HEALTH

Section 1. The City will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

Section 2. Disputes concerning unsafe conditions are to be discussed with departmental supervision as soon as practicable. After these discussions, if the issue is not resolved, employee(s) may file a grievance and enter the dispute at Step 3 of the Grievance Procedure. During the interim, employee(s) are not to resort to "self help" and the City reserves the right to maintain the integrity of departmental operations in any manner it deems appropriate.

ARTICLE 36 LABOR AND MANAGEMENT COMMITTEE

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Section 1. The City and the Union agree that certain subjects are not appropriate subject for formal negotiations, but may need to be discussed for reasons of morale and efficiency. Accordingly, there is hereby established a Labor-Management Committee to address these subjects.

Section 2. The Mayor and his designee, representing the City, and not more than two (2) representatives appointed by the Union shall serve on this Committee. Meetings shall be held on an as needed basis at a mutually convenient time. Such meetings shall be held in executive sessions. The party seeking to meet shall provide not less than seven (7) days advance written notice to the other. Such notice shall contain an agenda of the topics proposed to be discussed.

Section 3. The Labor-Management Committee shall not be used to bypass the normal chain of command unless the problems are unable to be resolved at the departmental level or have been previously addressed at the departmental level without any solution.

ARTICLE 37 HEALTH COVERAGE

Section 1. Effective with the execution of this Agreement, the Employer shall offer each full-time Employee a choice between one of two hospitalization and major medical insurance plans as follows:

Plan A. This plan shall be comparable to the coverage as provided in United Health Care Plan No. 04F – the plan in effect at the execution of this agreement.

Plan B. This plan shall be comparable to the coverage as provided in United Health Care Plan 1AJ.

Section 2. The Employer shall pay the full cost of Plan B for those who elect to enroll in Plan B. Effective October 1, 2008, the Employer will pay 90% of the premium on behalf of each full-time employee who enrolls in Plan A (single or family coverage, whichever is applicable). The remaining 10% shall be paid by the employee through automatic payroll deduction, to a maximum of \$100 for family coverage and \$40 for single coverage. Effective October 1, 2009, the respective premium share for those enrolling in Plan A shall be as follows: The City will pay the actual cost of Plan A up to a maximum of \$1,375 per month for family coverage and \$500 per month for single coverage. The remaining cost shall be paid by the employee through automatic payroll deduction.

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Effective December 1, 2012, Plan B will no longer be offered. In its place, the City shall offer a Health Savings Account ("HSA"), known as and in effect as Plan C as of July 2012.¶

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The HSA Plan, including its benefits shall be comparable in coverage to the HSA Plan C in effect as of July 2012. The In-Network deductible shall be \$5,000 for the family Plan and \$2,500 for the single Plan.¶

¶  
The Employer shall deposit \$4,000 into the employee's HSA for the family Plan and \$1,400 for the single Plan, in an annualized prorated manner, but shall not be responsible for these contributions upon separation of employment.¶

¶  
Any premium increase to the July 2012 HSA Plan shall be borne 90% by the Employer and 10% by the employee through automatic payroll deduction.¶

Section 3. To the extent possible, the Employer shall establish an Internal Revenue Service Section 125 Plan so that the foregoing employee paid premiums shall be on a pre-tax basis.

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Section 4. The parties agree that in an effort to reduce hospitalization/medical costs they will establish a Citywide Joint Medical/Hospitalization Insurance Committee with a representative from the Union and convened at least two (2) times a year to review alternative insurance coverages and plans and make recommendations to the Employer. As part of this process, the representatives shall have access to all non-confidential information. The Employer shall have a representative on the committee and the employer will require the city insurance representative to actively participate with the committee if the committee so directs. The committee will analyze cost containment measures including, but not limited to deductibles, co-pays, out of pocket maximums, prescription drug coverage and possible changes in providers.

Section 5. Any part-time employee may purchase individual insurance coverage through the City's health insurance plan at their own expense.

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Section 6. The Employer shall pay the full cost, single or family coverage, as applicable, for the current dental and prescription plan or comparable coverages.

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Section 7. The City shall provide to all full-time employees, a minimum of \$25,000 life insurance policy, including accidental death and dismemberment, and coverage for spouse and dependents. The City shall provide to part-time employees with over five (5) years of service and who were in active pay status a minimum of eight hundred hours (800) the previous calendar year, a minimum of \$25,000 life insurance policy, including accidental death and dismemberment, and coverage for spouse and dependents.

Deleted: for a group term life insurance and dismemberment policy in the face value of Twenty-Five Thousand Dollars (\$25,000) upon completion of probationary period and acceptance by the insurance carrier. In addition, the Employer shall provide group term life insurance for those employees' spouses and dependents in the amounts as currently being provided upon completion of probationary period and acceptance by the insurance carrier.

Section 8. The Employer shall provide to each bargaining unit employee, free of cost, a single membership in the City Recreation Center. The employee must complete and submit any and all forms as may otherwise be required for membership. If the employee wishes to purchase a family membership, the employee shall pay the cost representing the difference between the family membership and single membership cost. Membership shall cease at separation of employment from the City unless the employee otherwise qualifies for membership and pays the applicable fees.

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Section 6. The Employer shall provide and pay the full premium, single or family coverage, as applicable, for the dental insurance plan currently provided or comparable coverages.¶

¶  
Section 7.

ARTICLE 38 AFSCME CARE PLAN

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Section 1. The City shall contribute \$22.25 per part-time employee per month to the AFSCME Care Plan to provide such part-time employees with prescription, vision I, and hearing coverage. The City shall contribute \$12.00 for all full-time employees, to provide vision coverage II.

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ARTICLE 39 WAGES

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Section 1. Specific wage rates have been established for each classification as listed in "Appendix A." Each step of each classification shall be increased as follows:

Deleted: Section 1. There shall be no wage increases during the life of this Agreement. (See Appendix A for specific wage rates and steps for the applicable classifications.)¶

<u>Effective July 1, 2008</u>	<u>3%</u>
<u>Effective July 1, 2009</u>	<u>3%</u>
<u>Effective July 1, 2010</u>	<u>2.5%</u>

An employee awarded a new classification shall be placed in the step that corresponds to their years of service with the City or maintain their current hourly rate, whichever is higher.

Section 2. All employees shall be paid on a biweekly pay period schedule with the payday on Friday.

Section 3. In the event that any other City of Seven Hills bargaining unit receives better benefits/wage increases/bonuses or increase of any kind under this Article then this unit shall receive the same increase.

ARTICLE 40 LONGEVITY

Section 1. All employees shall be entitled to longevity payment upon the completion of Ten Thousand Four Hundred (10,400) hours of work accumulated over their length of service with the City. Effective July 1, 2008, longevity compensation shall be paid as follows:

<u>Total Cumulative Hours</u>	<u>Longevity Amount</u>
10,400 to 20,799 hours	\$750.00 each year
20,800 to 31,199 hours	\$925.00 each year
31,200 to 41,599 hours	\$1,250.00 each year
41,600 to 51,999 hours	\$1,550.00 each year
52,000 to 62,399 hours	\$1,725.00 each year
62,400 or more	\$1,775.00 each year

Section 2. All employees who have not reached the Ten Thousand Four Hundred (10,400) hour longevity requirement, pursuant to Section 1 above, shall be entitled to a longevity payment of \$200.00 per year, with the completion of two (2) years of service. Said longevity payment shall continue until such time as the employee obtains the necessary number of hours pursuant to the longevity schedule in Section 1.

Section 3. All hours worked as board secretaries will be included to calculate an employees cumulative hours for longevity eligibility pursuant to Section 1 above.

Section 4. Longevity shall be paid in a lump sum basis on the employee's anniversary date.

## ARTICLE 41 DRUG TESTING

Section 1. All clerical and technical employees shall be subject to reasonable suspicion drug testing policies.

Section 2. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The City's Employee Assistance Program (EAP) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug and alcohol dependency, either through the EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties.

Section 3. The EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine samples at an independent laboratory and the opportunity to rebut any allegations of substance abuse. Any charging letter issued to an employee which included allegations of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol at work.

Section 4. Any employee found to have positive screens for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the City before returning to work.

Section 5. An employee who fails a drug or alcohol test for the second time during his employment with the City may be discharged immediately by the City, subject to just cause and the provisions of the grievance procedure.

Section 6. The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

## ARTICLE 42 LEGALITY

Section 1. It is the intent of the City and the Union that this Agreement comply in every respect with applicable legal statutes and existing court orders; and if it is determined by a court of competent jurisdiction that any provision of this Agreement is in conflict with the law or existing court orders, that provision shall be null and void and shall not affect the validity of the remaining provisions which shall remain in full force and effect. In the event any provision is determined unlawful, the Agreement shall be reopened on that provision and the City and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision.

Section 2. The parties hereto expressly acknowledge that the City of Seven Hills must conduct its hiring of new employees pursuant to the Federal Court Case No. 1:90CV0367, captioned *United States of America vs. The City of Seven Hills*.

Section 3. It is understood that the collective bargaining agreement supersedes any and all ordinances with respect to wages, hours and other terms and conditions of employment for all employees covered by this contract.

ARTICLE 43 EDUCATIONAL BENEFIT

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Section 1. Employees shall be eligible for the reimbursement of the cost of tuition and books resulting from taking courses from an accredited institution of higher learning based on the following:

1. Employees submit request for course approval to immediate supervisor.
2. Request should set forth the course being taken, reflecting total credit hours involved, and setting forth the objective, benefit to the Department, relevance to the employees job performance and estimated expense.
3. Upon successful completion, appropriate documentation together with receipts reflecting the cost of tuition and books are submitted to the immediate Supervisor for reimbursement.
4. Employees must attain a grade of "C" or better in order to receive any expense reimbursement. The City will reimburse expense in accordance with the following:
  - a. Grade of "C" - 75% reimbursement
  - b. Grade of "B" or better - 100% reimbursement

ARTICLE 44 AFSCME P.E.O.P.L.E

Section 1. The City will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

- a. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time and the authorization card shall clearly on its face state the right of an employee to revoke; and,
- b. The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit; and,

- c. The contribution amount shall be certified to the City by the Union. The Union shall provide the City with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union. This transmittal shall be accompanied by an alphabetical list of all employees from whom deductions have been made and the names of employees for whom deductions have been terminated and the reason for termination.

Section 2. All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions.

#### ARTICLE 45 SALARY REDUCTION PERS PICK-UP

Section 1. As permitted by the Internal Revenue Service and the Public Employees Retirement System (PERS), the Employer agrees to implement the "salary reduction" method for pension "pick-up". Such plan will take effect upon approval of the pension boards and appropriate governmental agencies.

Section 2. The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to PERS. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee's W-2 form, thus deferring taxes on the pension contribution and increasing the employee's take-home pay.

#### ARTICLE 46 MISCELLANEOUS

Section 1. All employees who are required to use their vehicle in the performance of their duties shall be compensated pursuant to the City of Seven Hills ordinance.

#### ARTICLE 47 TOTAL AGREEMENT

Section 1. The Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

#### ARTICLE 48 DURATION

This Agreement shall become effective July 1, ~~2008~~ and remain in full force and effect until ~~June 30, 2011~~ and, thereafter from year to year unless at least one hundred and twenty (120) calendar days prior to said expiration date, or anniversary thereof, either party gives timely written notice to the other of an intent to bargain.

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ARTICLE 49 EXECUTION

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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FOR THE UNION:  
Ohio Council 8, AFSCME, AFL-CIO  
and Local 3557

FOR THE EMPLOYER:  
City of Seven Hills, Ohio

\_\_\_\_\_  
Mark Davis, Staff Representative

\_\_\_\_\_  
Mayor David Bentkowski

Deleted: Richard P. Dell'Aquila

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FOR LOCAL 3557, CLERICAL-TECHNICAL  
CHAPTER, AFSCME

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FOR LOCAL 3557, CLERICAL-  
TECHNICAL¶  
CHAPTER, AFSCME¶

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FOR LOCAL 3557, CLERICAL-TECHNICAL  
CHAPTER, AFSCME

FOR LOCAL 3557, CLERICAL-TECHNICAL  
CHAPTER, AFSCME

MEMORANDUM OF UNDERSTANDING No. 1.

It is hereby agreed by and between the City of Seven Hills, Ohio Council 8, Local 3557, AFSCME, AFL-CIO, that:

1. The date of hire for each employee currently within the bargaining unit is listed on the attached chart. Letter of Memorandum.

Mark Davis, Staff Representative  
AFSCME Ohio Council 8

Richard Pignatello, Law Director  
City of Seven Hills

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

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CLERICAL-TECHNICAL CHAPTER

<u>Name</u>	<u>Job Classification</u>	<u>Seniority Date</u>
*John Clark	Custodian-Service	1-28-78
Sue Lekan	Secretary-Police	5-25-78
Jackie Paton	Senior Clerk-Finance	5-31-82
Rosemary Mellis	Clerk-City Hall	4-6-87
Todd Stimetz	Assistant Custodian-Service	8-19-88
Teresa Matson	Secretary-Law	1-23-90
Debbie Dvorak	Housekeeper/Clerk	10-11-90
Helen Pekala	Bookkeeper-Finance	4-3-95
Jayne Anastasakis	Secretary-Building	7-15-96
Diane Schneider	Secretary-Service	7-16-96
Rita Boncela	Floater	9-15-97
Tricia Jakubowski	Clerk-Building	3-7-05
Denise Dunlap	Secretary-Engineer	4-11-05
Anita Baker	Floater	10-18-05
Theresa Francis	Clerk-Police	7-20-06
Charmagne Cimaglia	Bookkeeper-Finance	3-5-07
Lisa Buydos	Floater	12-24-07

\*Parties have agreed that 12/2/83 shall be the date used to calculate vacation benefit.

MEMORANDUM OF UNDERSTANDING No. 2.

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It is hereby agreed by and between the City of Seven Hills, Ohio (“City”) and Ohio Council 8, Local 3557, AFSCME, AFL-CIO, (“Union”) representing the City’s clerical workers, to outline as follows the parties’ intent and supplemental information in connection with certain matters in the recently concluded negotiations for the contract between the parties effective from July 1, 2008 through June 30, 2011:

1. The Union agreed to a three year term for this contract despite the fact the collective bargaining agreement with the City’s Patrolmen/Sergeants, negotiated just prior to this agreement, was for 2½ years. The purpose of Section 3 to Article 39 is to address the possibility that a new bargaining agreement may be negotiated with the Patrolmen/Sergeants (or another union), for the period beginning January 1, 2011 – six months before the expiration of this contract. In the event the Patrolmen/Sergeants (or another union) are able to secure an increase in the wages or benefits from and after that period, then this bargaining unit will receive the same increase in wages or benefits. This provision is *not* to provide for an “equalization” of benefits among the recently negotiated agreements.
2. The wages set forth in Appendix A reflect an “equity adjustment” for the positions of senior clerk, clerk and secretary with the inclusion of adding 20 cents per hour at the ten and twenty year levels effective July 1, 2008 and an additional 10 cents at those levels effective July 1, 2009.
3. Summary plan descriptions of the health insurance coverages described in the contract are attached hereto, and incorporated by reference, as an exhibit to this Memorandum of Understanding.

Mark Davis, Staff Representative  
AFSCME Ohio Council 8

Richard Pignatello, Law Director  
City of Seven Hills

Date:

Date:

MEMORANDUM OF UNDERSTANDING No. 3.  
REGARDING ARTICLE 37, SECTION 2

It is the Parties' understanding that Part-Time Employees may purchase individual insurance coverage through the City's Health Insurance Plan or a comparable plan at their own expense, (employee's choice of plans described in Section 1.) However, it is understood that the employee shall not be responsible for any cost in excess of the health insurance cost the City pays for an individual plan at the regular group rate.

FOR THE UNION: \_\_\_\_\_

FOR THE CITY:

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**"APPENDIX A"**

	<u>07/01/08</u>	<u>07/01/09</u>	<u>07/01/10</u>
	<u>3%</u>	<u>3%</u>	<u>2.50%</u>
<b>Floater</b>			
Entry	\$11.24	\$11.57	\$11.86
After 1 year	\$12.36	\$12.73	\$13.05
After 3 years	\$13.61	\$14.01	\$14.36
After 5 years	\$14.97	\$15.41	\$15.80
After 10 years	\$15.11	\$15.56	\$15.95
After 20 years	\$15.25	\$15.71	\$16.10
<b>Clerk</b>			
Entry	\$12.48	\$12.86	\$13.18
After 1 year	\$13.73	\$14.14	\$14.50
After 3 years	\$15.11	\$15.56	\$15.95
After 5 years	\$16.62	\$17.12	\$17.55
After 10 years	\$16.98	\$17.60	\$18.04
After 20 years	\$17.16	\$17.78	\$18.22
<b>Housekeeper</b>			
Entry	\$12.48	\$12.86	\$13.18
After 1 year	\$13.73	\$14.14	\$14.50
After 3 years	\$15.11	\$15.56	\$15.95
After 5 years	\$16.62	\$17.12	\$17.55
After 10 years	\$16.78	\$17.28	\$17.71
After 20 years	\$16.95	\$17.46	\$17.90
<b>Assistant Custodian</b>			
Entry	\$13.11	\$13.51	\$13.84
After 1 year	\$14.42	\$14.85	\$15.22
After 3 years	\$15.87	\$16.35	\$16.76
After 5 years	\$17.46	\$17.98	\$18.43
After 10 years	\$17.63	\$18.16	\$18.62
After 20 years	\$17.80	\$18.33	\$18.79
<b>Secretary</b>			
Entry	\$13.73	\$14.14	\$14.50
After 1 year	\$15.11	\$15.56	\$15.95
After 3 years	\$16.62	\$17.12	\$17.55
After 5 years	\$18.27	\$18.82	\$19.29
After 10 years	\$18.66	\$19.33	\$19.81
After 20 years	\$18.86	\$19.53	\$20.02

**Senior Clerk**

Entry	\$14.37	\$14.80	\$15.17
After 1 year	\$15.79	\$16.26	\$16.67
After 3 years	\$17.38	\$17.90	\$18.34
After 5 years	\$19.12	\$19.69	\$20.18
After 10 years	\$19.51	\$20.20	\$20.70
After 20 years	\$19.70	\$20.40	\$20.91

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**Bookkeeper**

Entry	\$14.99	\$15.44	\$15.82
After 1 year	\$16.48	\$16.97	\$17.40
After 3 years	\$18.13	\$18.67	\$19.14
After 5 years	\$19.94	\$20.54	\$21.05
After 10 years	\$20.15	\$20.75	\$21.27
After 20 years	\$20.34	\$20.95	\$21.48

**Law Secretary**

Entry	\$14.99	\$15.44	\$15.82
After 1 year	\$16.48	\$16.97	\$17.40
After 3 years	\$18.13	\$18.67	\$19.14
After 5 years	\$19.94	\$20.54	\$21.05
After 10 years	\$20.15	\$20.75	\$21.27
After 20 years	\$20.34	\$20.95	\$21.48

**Custodian**

Entry	\$16.23	\$16.72	\$17.14
After 1 year	\$17.86	\$18.40	\$18.86
After 3 years	\$19.63	\$20.22	\$20.73
After 5 years	\$21.60	\$22.25	\$22.80
After 10 years	\$21.83	\$22.48	\$23.04
After 20 years	\$22.03	\$22.69	\$23.26

**CAD Operator**

Entry	\$13.11	\$13.51	\$13.84
After 1 year	\$14.42	\$14.85	\$15.22
After 3 years	\$15.87	\$16.35	\$16.76
After 5 years	\$17.46	\$17.98	\$18.43
After 10 years	\$17.63	\$18.16	\$18.62
After 20 years	\$17.80	\$18.33	\$18.79

FOR THE UNION:

FOR THE CITY:

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