K#29274

AFSCME

2101-05
09-MED-12-1506

Service Contract #1
April 1, 2010—March 31, 2013

City of Bellevue
3000 Seneca Industrial Parkway
Bellevue, OH 44811

48

ORDINANCE NO. 19-10

AN ORDINANCE AUTHORIZING THE MAYOR AND SAFETY-SERVICE DIRECTOR TO ENTER INTO A LABOR CONTRACT WITH AFSCME, GROUP 1, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Bellevue has previously contracted with the American Federation of State, County, and Municipal Employees, the labor union representing the Bellevue Municipal Employees; and

WHEREAS, the current contract expired March 31, 2010, and a new three-year contract has been negotiated by the union and city officials, to be effective as of April 1, 2010 and to run through March 31, 2013, with a potential additional one year renewal to March 31, 2014, specifically with Group 1 employees of the deemed bargaining unit, to-wit, Service, Maintenance, and Clerical Employees covered by the previous AFSCME Group 1 contract;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bellevue, Erie, Huron and Sandusky Counties, Ohio:

SECTION 1: That the Council of the City of Bellevue hereby authorizes the Mayor and the Safety-Service Director to enter into the new labor contract attached hereto and incorporated herein as though fully set forth and to sign the same on behalf of the City.

SECTION 2: The City Auditor is hereby authorized and directed to make payments to the employees covered by this contract and to draw his warrant or warrants and take any other actions necessary or appropriate to comply with the new agreement.

SECTION 3: That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the City of Bellevue, and for the further specific reason that the old contract has expired and the parties desire to enter into the new contract as soon as possible.

WHEREFORE, this Ordinance shall go into full force and effect immediately upon its passage by Council and approval by the Mayor.

DATE: Sept. 13, 2010

Karen L. Justice

KAREN L. JUSTICE
PRESIDENT OF COUNCIL

ATTEST:

Rhonda R. Soper

RHONDA R. SOPER
CLERK OF COUNCIL

APPROVED:

David E. Kile

DAVID E. KILE
MAYOR

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ARTICLE 1
PREAMBLE AND PURPOSE

This Agreement, entered into by and between the City of Bellevue, hereinafter referred to as "Employer" and Ohio Council 8 of the American Federation of State, County and Municipal Employees, Local #2571, AFL-CIO, hereinafter referred to as "Union," has as its purpose:

- the promotion of harmonious relations between the parties;
- the establishment of equitable and peaceful procedures for the resolution of differences in the application and interpretation of this contract; and
- the establishment of salaries, wages, hours of work; and all other terms and conditions of employment as provided herein for all employees in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION/REPRESENTATION

SECTION 1.

A. The Employer recognizes the Union as the deemed certified sole and exclusive representative for the purposes of establishing hours of work, salaries, wages, benefits, and all other conditions of employment for the bargaining units defined herein.

GROUP 1 (Part-Time and Full-Time)
Account Clerk 1
Account Clerk 2
Income Tax Account Clerk 2
Secretary
Cemetery Worker
Meter Reader
Laboratory Technician
Laboratory Technician in Training
Maintenance Technician
Water/Sewer Maintenance Crew Leader
Street Maintenance Crew Leader
Street Maintenance Worker 1
Street Maintenance Worker 2
Water Treatment Plant Operator
Water/Sewer Maintenance Worker 1
Water/Sewer Maintenance Worker 2

Sewer/Water Maintenance Worker 1
Sewer/Water Maintenance Worker 2
Waste Water Treatment Operator
Laborer
Cemetery Sexton/Crew Leader
Quality Assurance Director
Composting and Biosolids Reuse Technician
Maintenance - Electrician - Service Department
Maintenance - Plumber - Service Department
Waste Water Treatment Operator Preventative Maintenance Technician
Waste Water Treatment Crew Leader
Billing Utilities Lead Person
Maintenance Technician (Sewer)
Maintenance Technician (Water)

GROUP 2
Fire Fighters

GROUP 3
Lieutenant

B. Notwithstanding the provisions of this Article, management, confidential, professional, supervisory, temporary, seasonal, and employees in the exempt services shall not be included in the Bargaining Unit. All classifications not specifically established herein as being included in this unit shall be excluded from the bargaining unit unless determined otherwise by the appropriate tribunal under the operation of applicable law (O.R.C. 4117) and/or per this Agreement.

C. This Agreement shall cover Group 1 employees only. Group 2 and Group 3 employees, while continuing as a part of the deemed unit, are covered by a separate Agreement.

D. The Employer has the right to establish new positions, delete classifications or positions and retain, reallocate, or modify positions from the unit in compliance with the provisions of this Agreement and Article 35 herein. The Employer agrees to inform the Union of any changes and to negotiate whether said changes and said positions shall be included in the bargaining unit and their proper rates of pay and benefits. The parties will recognize O.R.C. 4117 regarding new positions being added to the bargaining unit. When and if new positions or new classifications are created by the Employer they shall be subject to negotiations with the Union and the Employer pursuant to O.R.C. 4117. The parties will negotiate hours, wages, benefits, terms and conditions of employment concerning any such new positions.

If in the event the parties are unable to reach any such mutual agreements the parties shall submit any such dispute through the grievance procedure herein or to the S.E.R.B.

SECTION 2. - The Employer agrees to make information available to the Union on all matters having an effect upon the employee's wages and/or working conditions of employees in the established Bargaining Unit.

SECTION 3. - Meetings of committees of the Union shall be permitted on City property upon advance approval of the Safety-Service Director or Mayor.

SECTION 4. - Consultation, negotiations, and other representative activities between the Employer and the Union necessary to further the purposes of this Agreement are recognized as a proper part of the conduct of the Employer's business and shall normally take place during duty hours. Bargaining unit employees shall be permitted time during duty hours, without loss of pay or benefits, to perform these functions, provided they notify their immediate supervisor before engaging in such activities. Such privileges shall not be abused by the Union or its members, nor will permission be withheld by the City.

SECTION 5. - The Employer agrees that no more than two (2) representatives of the American Federation of State, County and Municipal Employees, Ohio Council 8, and or the International Union shall be admitted to the Employer premises and sites at any one time during working hours for the purpose of processing grievances, consultation, or attending meetings as provided herein. The Union agrees that such activities shall not interfere with the normal work duties of employees and advance notice shall be given to the Safety-Service Director of Mayor prior to such activities.

SECTION 6. - In the interest of sound labor/management relations, the Employer or his/her designees shall meet when necessary with no less than three representatives of the Union to discuss pending problems, contract administration, and to promote a more harmonious labor/management relationship. An agenda will be furnished by the party requesting the labor/management meeting at least three working days in advance of the scheduled meeting with a list of matters to be discussed and the names of those attending representing the party.

SECTION 7. - The Union shall provide to the Employer an official roster of its Union Officers, Stewards, and Representatives which is to be kept current. The Union Representatives shall confine their Union activities to the investigation, processing of grievances and the maintenance of this Agreement and shall notify their immediate supervisor prior to beginning any such activities.

The Employer will recognize the President and Chief Steward for purposes of filing grievances, as well as up to seven stewards throughout the City.

SECTION 8. - The Employer shall provide bulletin boards for AFSCME Local 2571, Ohio Council 8. Such bulletin boards shall be placed in all work areas where employees usually congregate. The Union shall post meeting notices, legislative bulletins, and other pertinent information relating to Union activity.

The Union agrees not to post any material of a scandalous, scurrilous, or derogatory nature about the City Administration and/or any candidate for public or Union office, nor any personal attack upon any other employee of the City.

SECTION 9.

A. The Employer and the Union agree that membership in the Union is available to all employees in the bargaining unit, as has been determined herein after thirty (30) days employment.

B. The initial probationary period shall be one hundred and twenty days for all employees covered under the Public Employees Retirement System.

SECTION 10. - The Employer agrees to deduct regular Union membership dues once per month from the pay of any employee eligible for membership in the Bargaining Unit upon receiving written authorization signed individually by the employee. The signed payroll deduction form must be presented to the Employer by the Union President and/or Union Treasurer. Upon receipt of proper authorization, the Employer will deduct Union dues from the payroll checks for the pay period in which the deduction was received by the Employer.

Payroll deduction authorization shall be on a form provided by the Union and approved by the Employer.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this Section and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising out of deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Employer shall be relieved from making such "check-off" deduction upon (a) termination of employment, or (b) transfer to a job not covered by the Bargaining Unit, or (c) lay-off from work, or (d) and agreed leave of absence and/or revocation of the "check-off".

The Employer shall not be obligated to make dues deductions of any kind from an employee, who during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

It is agreed that neither the employees nor the Union shall have any claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within 90 days after such error is claimed to have occurred. If such an error is found, it will be corrected at the next pay period in which Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive Bargaining Agent only and for no other organization attempting to represent the employees within the Bargaining Unit as herein determined.

One month advance notice shall be given the payroll clerk and City Auditor prior to making any changes in the individual's dues deduction. The Employer agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the deductions.

Deductions provided for in this Section shall be made during one pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction at the next dues deduction period if the dues deductions do not exceed the total of two months regular dues.

Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement and/or the term of recognition of the Union.

SECTION 11. - The Union shall indemnify, defend, and hold the City, its agents and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the City, its officers, officials, agents, and employees in complying with this Article.

ARTICLE 3
PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 1. - The provisions of this Agreement shall be applied equally to all applicants for employment, as well as to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, ancestry, citizenship, veteran status, handicap, disability, political opinions or affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 2. - All references to employees in this Agreement shall designate both sexes, and wherever male or female gender is used it shall be construed to include both female and male employees.

SECTION 3. - The Employer agrees not to interfere with the rights of employees within the bargaining unit to become or remain members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Employer's representatives against any employee representative acting in an official capacity on behalf of the Union.

SECTION 4. - There shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee within the bargaining unit exercising the right to join or abstain from membership in the Union or participating in the Union.

SECTION 5. - The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 4
PROGRESSIVE DISCIPLINARY PROCEDURE

SECTION 1. - No employee shall be disciplined without just cause. If the employee is suspected of charges wherein dismissal or reduction in pay is likely to result, the Employer shall serve the Union a copy of the specified charges and shall first have a hearing with a Union Representative present.

SECTION 2. - Disciplinary action shall consist of the following, in this order:

A. First violation will subject the employee to no more than an oral reprimand.

B. After the second occurrence of a similar violation, and having had an oral reprimand, the employee is subject to no more than a written reprimand.

C. Upon the third occurrence of a similar violation, and after having had an oral and a written reprimand, the employee is subject to a suspension of no more than one day.

D. Continued violations after the previous steps have been taken may subject the employee to a suspension of not more than three days.

E. Continued violations after the previous steps have been taken may subject the employee to further suspension or dismissal.

1. If in the event such first, second, third, or fourth violation is of such a grievous nature as to jeopardize the safety, health or general welfare of the citizens of Bellevue or its employees, in that event, the violations shall subject said employees to immediate suspension or dismissal.

2. In the event the employee commits an action such as, but not limited to: stealing, drunk on duty, etc, said employee may be suspended or dismissed pending a proper and full hearing between the parties.

SECTION 3.

A. An employee may appeal any disciplinary action through the Grievance Procedure herein and, in the event a disciplinary action is overruled, the employee shall be fully reinstated with all back pay and shall have his or her record cleared of those cited charges. In the event a disciplinary action is not totally set aside, the employee shall receive back pay and benefits as deemed appropriate by the final hearing on the appeal.

B. The parties agree that major infraction shall be considered as follows: offenses of theft, embezzlement of public funds, being under the influence of alcoholic beverages or abusive drugs during working hours, physical violence, offenses involving gross misconduct or gross insubordination, and for willful and wanton violations of the work rules and procedures of the employee shall be subject to more disciplinary action rather than the steps of the progressive disciplinary procedures above.

C. Oral and written reprimands will cease to have force and effect 18 months after the effective date of the reprimand. Suspensions shall cease to have force and effect 24 months after the effective date of the suspension. However, if there is an intervening discipline of a similar nature during the initial time period the previous discipline will remain active for an additional like period (i.e. 18 or 24 months) beginning with the effective date of the intervening discipline.

SECTION 4. - The Parties agree that any appeals regarding matters covered by this contract are required to be filed through the grievance/arbitration procedure of this Contract only.

ARTICLE 5
GRIEVANCE/ARBITRATION PROCEDURE

SECTION 1. - The term grievance shall mean an allegation by a Bargaining Unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance form shall identify the subject matter of the grievance and the Articles of the Collective Bargaining Agreement allegedly violated.

SECTION 2. - All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step except for grievances involving matters which cannot be resolved by the supervisor. Grievances shall be submitted to the lowest step of the Grievance Procedure which contains an Employer representative who has the authority to resolve the grievance. Any grievances shall be submitted initially at Step 1. Any grievances not answered by management within the stipulated time limits may be advanced by the employee or the steward to the next step in the Grievance Procedure. All time limits on grievances may be waived upon the mutual consent of the parties.

SECTION 3. - The following steps shall be followed in the processing of a grievance:

Step 1. A grievance must be processed through an oral discussion between the aggrieved employee and/or the steward and the immediate supervisor as a preliminary step prior to pursuing Step 2 of the Grievance Procedure. A grievance must be presented at the time the incident giving rise to the grievance occurs or within ten (10) working days after knowledge of the grievance. If the grievance is not resolved at this step, the supervisor shall give his written answer within two (2) working days.

Step 2. If the grievance is not satisfactory to the Employee/Union from Step No. 1, the Union/Employee shall appeal said grievance within five (5) working days of receipt of the answer from Step 1 to the Department Head, Mayor, and/or Safety-Service Director, whichever is appropriate.
The parties shall have a full hearing with the Employee/Union Representative present and the Safety Service Director/Department Head present. The hearing shall be held within five (5) working days of receipt of said appeal grievance from Step 1 above.

The Employer representative shall give his written answer to the grievance within five (5) working days of the hearing to the Union/Employee Representative with the written concurrence of the Mayor.

Step 3. In the event that a grievance remains unresolved after being processed through Steps 1 and 2, then within ten (10) working days and upon mutual agreement of the Employee/Union and the Employer, the parties may submit the matter to mediation. The mediator shall be appointed by mutual consent of the parties and they shall jointly petition the Federal Mediation and Conciliation Service for a panel of seven (7) qualified mediators and the parties shall select a single mediator from such panel. Expenses shall be borne equally by both parties.

Step 4. Should any grievance remain unsettled after the exhausting of the above procedure, either party hereto, and only either party, shall, if the party desires, demand arbitration within ten (10) working days after failing to settle the grievance, by serving notice to the other party. The arbitrator shall be appointed by mutual consent of the parties and they shall jointly petition the Federal Mediation and Conciliation Service for a panel of seven (7) qualified arbitrators and the parties shall select a single arbitrator from such panel.

The arbitrator shall not be empowered to rule contrary to, to amend, to add to, or to eliminate any provisions of this Agreement.

Expenses shall be borne equally by both parties.

SECTION 4. - The Employer and the Union will develop jointly a grievance form. The grievance form must contain the name of the employee filing said grievance. The Union shall have the responsibility for duplication, distribution, and their own accounting for grievance forms. Said form shall include a space for the Employer to indicate date received and date answered. (see Appendix B)

SECTION 5. - Where a group of employees desires to file a grievance involving a situation affecting every or each Bargaining Unit employee in the same manner, one employee selected by such group will process the grievance as a "class action" grievance.

SECTION 6. - The Parties agree that for purposes of grievances, the City Auditor and the City Treasurer shall be considered Supervisors and Department Heads. In this event, grievances unresolved would be appealed to Step No. 2. The Mayor and these particular Department Heads would be involved at Step No. 2 hearing prior to any grievance being appealed directly to Arbitration.

SECTION 7. - The parties hereby agree that employee(s) filing grievances within this bargaining unit, on a Contract violation, must file said grievance or appeal only under this contract.

ARTICLE 6
BREAKS DURING OVERTIME

SECTION 1. - When an employee works in excess of four (4) hours and eight (8) minutes overtime contiguous to the regular shift or when an employee has been called out for emergency overtime which exceeds four (4) hours and eight (8) minutes the Employer shall grant a one-half (1/2) hour paid lunch break. An additional one-half (1/2) hour paid break shall be granted for each additional four (4) hour and eight (8) minute period the employee works overtime. If an employee works four (4) hours of overtime, they shall be entitled to a fifteen (15) minute break.

ARTICLE 7
WORK SCHEDULE

SECTION 1. - The Employer agrees to post all regular shift work schedules fifteen (15) days in advance of their effective date. The posting shall be where the affected employees can see them. Any changes in the regular work schedules shall be preceded by five days advance notice to the affected employee.

In case of personal emergencies (i.e. funerals, sickness) schedules can be changed with a 48 hour notice.

SECTION 2. - The Employer agrees for the life of this Agreement that it shall not split the regular work shifts, days, and/or hours to prohibit overtime.

SECTION 3. - The Employer agrees to reduce to writing its staffing plans, including the number of employees on any shift. Seniority will be the determining factor for shift determinations among those employees who are qualified to do the required work. Options shall be exercised by employees at times when death, quits, retirements, terminations occur and employees will work their regular shifts until such time as necessary changes are required.

ARTICLE 8
LEAVES OF ABSENCE

SECTION 1. JURY DUTY

Employees shall receive full pay for regularly scheduled working hours for any day when the employee is required to appear before any court for jury duty by United States or Ohio courts. Any fees received by an employee for jury duty shall be remitted to the Employer, unless such duty is performed totally outside scheduled working hours for such employee. It is understood that an employee released from jury duty prior to the end of his/her scheduled workday shall report to work for the remaining hours, after being given a reasonable period of time to change clothes to prepare for work duties if in the event that remaining work is of four hours or more.

SECTION 2. MATERNITY LEAVE

The Employer shall follow the Family and Medical Leave Act of 1993 as amended in 2008.

SECTION 3. MILITARY LEAVE

A. The Employer agrees to entitle all employees to the provisions of the Ohio Revised Code.

SECTION 4. EDUCATION LEAVE

A. Educational leave without pay may be granted to employees upon approval of the Safety-Service Director. Said leave shall not exceed six months.

B. The Employer agrees that employees selected to attend work related educational classes, or schooling shall not lose time or pay for attending. The Employer shall equally distribute opportunities to attend such classes among qualified employees insofar as practical and subject to individual subjects of training.

C. Upon returning from an approved education leave of absence without pay, the employee shall be given first preference on job vacancies or new positions in the classification he or she left. An employee on an unpaid education leave shall not accumulate seniority or benefits during the period of absence but shall retain previously accumulated seniority when he is reinstated following said leave. Those employees transferred, hired, or otherwise working in the temporary vacant position shall immediately be replaced by the returning employee from such leave.

SECTION 5. BEREAVEMENT LEAVE

A. In the event a retired City employee or active employee dies, the Mayor may grant time off for City employees to attend the funeral.

B. A regular employee who is absent from work due to a death in the employee's immediate family: father, mother, wife, husband, son, daughter, brother, sister, grandchild, grandparents or employee or employee's spouse's, mother, father, grandparent, shall be granted up to four working days leave of absence with no loss in pay. Bereavement leave shall be granted for the employee to attend the funeral, make funeral arrangements, and to carry out other responsibilities relative to the funeral. Employees shall receive bereavement leave only for those days on which they would have otherwise been scheduled to work.

A regular employee shall be granted a two day leave of absence with no loss in pay for the bereavement of the employee or employee's spouse's brother-in-law, sister-in-law, brother or sister, son-in-law, daughter-in-law, aunt, uncle, niece or nephew.

If the employee is required to travel more than one hundred and fifty miles from Bellevue, due to the death of a member of the family as listed above, an absence of one additional day with no loss in pay shall be granted.

C. In the event an employee is the administrator of the estate, the Safety-Service Director may authorize additional leave to complete funeral arrangements. If additional leave is authorized it shall be deducted from the employee's accumulated sick leave (for immediate family), or accumulated vacation or personal leave days as requested. Said leave shall not be denied without just cause.

D. The definition of days hereto is defined as any day of the week (7 days) which can also be a Friday, Monday, or Wednesday, for the purposes of the observation of this Section.

SECTION 6. PERSONAL LEAVE OF ABSENCE

An employee may be granted a personal leave of absence, without pay, upon approval of the Safety-Service Director. Requests for a personal leave shall be submitted to the Safety-Service Director seven (7) working days prior to the requested effective date of said leave and shall include the reasons for the intended absence. The Safety-Service Director shall determine the merits of the requested leave and approve or deny the request within three (3) work days after receiving it.

Upon returning from an approved, unpaid leave of absence without pay, the employee shall be given first preference on job vacancies or new positions in the classification he or she left. An employee on an unpaid personal leave shall not accumulate seniority or benefits while on such leave but shall retain previously accumulated seniority when reinstated following said leave.

SECTION 7. - Employees shall retain all seniority rights and provisions of this Agreement while on paid leaves of absence.

ARTICLE 9
SUPERVISORY EMPLOYEES/DISPLACEMENT

SECTION 1. - The Safety-Service Director shall not perform work normally performed by employees in the Bargaining Unit and ordinarily assigned to regular full-time employees covered by this Agreement. This Section shall not be construed to prevent the Safety-Service Director from investigating a complaint or problem to determine the necessity for assigning a crew and equipment to the problem, or from performing work during emergency situations along with all available employees.

SECTION 2. - The Superintendent of Public Service, Chief Operator (Superintendent) Waste Water Plant, Chief Operator Filtration Plant (Superintendent) and Fire Chief shall not perform work normally performed by employees in the Bargaining Unit when such work deprives said employees of overtime. The past practices shall continue to apply, except to the extent that when scheduling employee vacations at the Waste Water Treatment Plant and the Water Filtration Plant, said supervisors shall not displace regular overtime.

SECTION 3. - Outside third parties will not be permitted to assign any temporary employees to do bargaining unit work that displaces regular work or normal overtime work of the bargaining unit.

ARTICLE 10
SENIORITY PROCEDURE

SECTION 1. - Seniority shall accrue to regular employees of the City and shall be based upon the total length of continuous service with the Employer. The Employer shall provide seniority lists once each year and updates will be provided whenever necessary which shall provide the employee's date of employment. This list shall be posted for all employees to see. The list shall include part-time employees in the bargaining unit. Part-time employees shall not be hired to displace full-time positions or to perform overtime work that would displace normal overtime usually performed by the full time employees in that position.

SECTION 2. - If, in the event there are permanent part-time employees hired they shall be in the Bargaining Unit and shall accrue pro-rated seniority based on their hours of work.

ARTICLE 11
POSTING AND BIDDING PROCEDURE

SECTION 1. - When the Employer decides to fill a permanent position vacancy or newly created job in the Bargaining Unit, the open position shall be posted in the Bargaining Unit City wide for five (5) working days. Employees wishing to bid on the job will fill out a bid form and present it to the Office of the Safety Service Director. The job shall be awarded to the most senior qualified employee having the basic qualifications in the department-where the vacancy exists. If no employee bids in the department where the vacancy exists the job will be awarded to the most senior qualified employee bidding from the Bargaining Unit Citywide, having the basic qualifications

The Employer shall have Thirty (30) days in which to decide whether to fill a new position or to fill a vacant position or to notify the Union of intentions to leave the position vacant. If the Employer has not notified the Union within thirty (30) days as provided herein, the position shall be posted for bid as provided herein.

SECTION 2. - Each employee who successfully bids on a job shall serve a thirty (30) day probationary period beginning the first day he or she works in the new position. During this probationary period the Employer shall have the right to return the employee to his former position, if the Employer determines that the employee is incapable of performing the duties of the new position. The employee shall also have the right to return to his or her original position voluntarily during the first thirty (30) days in the job. The employee who fills the vacancy created by the successful bid shall be provisional during the thirty (30) day period listed above.

SECTION 3. - An employee who moves into a lower classification shall immediately attain the highest step in that classification.

SECTION 4. - The person bidding on and receiving a job in another department shall assume the classification of the position for which he bid. The person who transfers to another department shall have the least seniority in that department.

SECTION 5. - The Union shall receive copies of all job openings and new jobs created on the first day of the posting. All openings shall contain the following: Job classification, brief description of the job, rate of pay, name of the last person (if any) who held the job and the locations of same. The Union shall receive notice of the employees bidding and who was awarded the job and the criteria the Employer used in awarding the position.

SECTION 6. - It is the Employer's intention that it will replace employees and positions that become vacant through resignation, retirement or other reasons and that it is not the intent of the Employer that the staffing level drop below the present level (2-1-91).

SECTION 7. - The Union recognizes the need of the Employer to recruit persons with Waste Water Treatment or Water Treatment licenses and that, so long as the Employer does not seek to invest these new employees with rights of the present incumbents (preferential treatment in reductions in force, etc.) that the Employer, when posting the operator positions may require a current Class 1, 2, or 3 license as the Employer feels is required or desirable.

SECTION 8. - Permanent part-time employees will be able to bid after the above posting and bidding city-wide by full-time employees and prior to the Employer "going to the streets" for hiring new personnel.

ARTICLE 12
LAYOFF AND RECALL PROCEDURE

SECTION 1. - If it becomes necessary due to lack of work or lack of funds to lay off employees, the Employer shall lay off and recall employees by seniority. Seniority shall be the determining factor with part-time, seasonal or temporary employees in the affected classifications series being laid off first and full time employees laid off in inverse order of their seniority. If, as a result of a layoff or job abolishment, an employee who is laid off or whose job is abolished shall have the right to bump into any other appropriate position to which his seniority allows, providing the employee has the basic qualifications for the position.

SECTION 2. - Names of employees laid off shall be placed on a recall list, based on their classification series and seniority. When funds again become available, employees shall be recalled with the laid off employee with the most seniority having the first opportunity to take the position. No employee shall be hired by the Employer while an employee is on a recall list unless all employees laid off refuse the position to be filled. Employees' names shall remain on the recall list for a period of two (2) years.

SECTION 3. - Recall notices shall be sent by Certified Mail to the employee's last known home address and a copy of said notice shall be sent to the Union.

SECTION 4. - The Union and employees being laid off shall receive a notice not less than fourteen (14) days prior to any layoff or job abolishment.

SECTION 5. - Any such employee receiving a letter of recall from the City shall respond to the Employer within seven (7) days of their receipted "Notice of Recall" of their intent to return to work.

Employees giving notice to the Employer of their return to work will return within a fourteen (14) day period.

Where an emergency exists, an employee can be granted a reasonable amount of time to return to work.

ARTICLE 13
MANAGEMENT RIGHTS

SECTION 1. - The Union recognizes that except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer as follows:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the public employer, standards of service, 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 lay off, transfer, assign, schedule, promote, or retain employees.

F. Determine the adequacy of the work force.

G. Determine the overall mission of the Employer as a unit of government.

H. Effectively manage the work force.

I. Take actions necessary to carry out the mission of the public Employer as a governmental unit.

SECTION 2. SUBJECTS OF BARGAINING

The parties recognize that the Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. An employee or the exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement, and in accordance with this Agreement.

ARTICLE 14
EARNED PAY/BENEFITS

SECTION 1. - Upon retirement, death, resignation, or termination, employees shall be paid for all accumulated but unpaid vacation, sick leave, compensatory time, holiday pay, regular pay, overtime pay and longevity pay owed to them as of the last date of employment. In case of death, the above payments shall be made to the employee's estate or designated survivor.

ARTICLE 15
COMPENSATORY TIME

SECTION 1. - Employees may elect to receive pay as compensatory time for overtime hours worked, at time and one-half (1 1/2). If an employee does not request compensatory time on the standard form, the employee shall receive overtime pay at the applicable rate. Compensatory time off with pay shall be granted at time and one-half (1 1/2) and must be scheduled three days in advance. The scheduling herein shall not create any additional time and one-half (1 1/2).

SECTION 2. - Employees may bank up to one hundred thirty-six (136) hours in their compensatory bank. Employees may elect to receive pay for a portion or all of their banked compensation time upon a two (2) week advance notice. The employee requesting conversion of some compensatory time shall receive amounts within two weeks of said request.

Compensatory time converted to cash or utilized as time off with pay shall be deducted from the employee's compensatory bank.

SECTION 3. - Effective 4-1-05 and thereafter, employees will be prohibited from cashing out their compensatory time and pay from 11-1 through 12-31 each year.

ARTICLE 16
REVIEW OF PERSONNEL FOLDER

SECTION 1. - Members of the bargaining unit shall be allowed to review their personnel folders at any reasonable time upon request. If a member upon examination of his personnel folder has reason to believe that there are inaccuracies in those documents to which he/she has access, the member may write a grievance to the Employer explaining the alleged inaccuracy. If upon investigation, the Employer sustains allegation, they shall do one of the following:

A. The member's grievance may be attached to the material in question and filed with it and the Employer shall note thereon their concurrence; or

B. The Employer may remove the inaccurate material from the personnel folder if they feel that its inaccuracies warrant such removal; or

C. Employees who would like to have disciplinary records that have ceased to have force and effect or other materials removed from their personnel file shall file a written request for removal. The removal of any documentation from the personnel folder will be in the presence of the Employee and the Union and will be done in accordance with the policies of the Records Retention Committee and Ohio State Law.

SECTION 2. - It is agreed that supervisory and administrative personnel may only divulge any material in any personnel folder in accordance with applicable State and Federal law.

SECTION 3. - The Union will in no way hinder or interfere with any State or Federal regulations regarding an employee's folder. However, the Union may view an employee's personnel fonder upon a written authorization from said employee to the City Safety-Service Director, authorizing the viewing of same.

SECTION 4. - The Employer shall give employees copies of any and all documents going into the employee's personnel folder.

ARTICLE 17
EMPLOYEE TRAINING

SECTION 1. - Employee training will consist of on-the-job training, training sessions run by the Employer and/or representative of firms or organizations, operator training courses for certification and special seminars and courses approved by the Safety-Service Director. These training sessions run by the Employer or representatives will be conducted on City time, except when such sessions are conducted solely for the benefit of employees gaining skills and

knowledge for advancement; such sessions will be held on off-duty time with no compensation to the employees.

SECTION 2. - Special seminars and courses relating to Employer operations require approval by the Safety-Service Director who will advise employees as to the reimbursement prior to employees attending the special seminars or courses.

SECTION 3. - Employees at the Water Treatment and Waste Water Treatment plants shall be given two (2) opportunities to take each of the state examinations for water and waste water certification. This is to include two (2) opportunities to take the corresponding schools by the State. The Employer shall provide compensation to the employee for mileage and pay for the day of the examination if such examination should fall on the employee(s) work day. The Employer shall pay tuition and mileage to and from the school for employees.

SECTION 4. - Employees of the Bargaining Unit shall be allowed to attend schooling with the approval of the Safety-Service Director, Tax Commissioner and/or Treasurer, Auditor, and Mayor and be compensated for tuition and travel expenses when said schooling and the employee meet the following conditions:

A. Pertains directly to the employee's job.

B. The employee obtains a "C" average or better.

C. Attend an accredited course.

D. The course does not interfere unduly with the work schedule at the employee's work station.

SECTION 5. - After initial employment of one (1) year and upon completion of fifteen (15) approved accredited hours of job related schooling and upon presentation of proof of completion with a grade of "C" or better to the Safety-Service Director, Tax Commissioner and/or Treasurer, Auditor, and Mayor, an employee shall be granted a one percent (1%) increase in base pay. The parties agree that the employees shall be given credit only for approved accredited hours earned after their initial date of hire.

SECTION 6. - Employees will receive compensation for attending schools or seminars if and when such attendance is required by the City, State, or Federal regulations. Employees shall receive written notification no less than seven (7) days prior to attendance.

SECTION 7. - Mileage per this Article shall be no less than existing maximum rate established by the Internal Revenue Service.

SECTION 8. - The Parties will establish on-going training on various subjects, which will enhance and assist employees in carrying out their various jobs, which include Hazwoper Training, CDL Training, OSHA Training and other employment enhancement topics and subjects.

ARTICLE 18
OUT-OF-TOWN WORK ASSIGNMENT

SECTION 1. - Any bargaining unit employee given out-of-town assignment shall receive his regular rate of pay at the applicable rate from the time the out-of-town assignment is started until it is completed, to a maximum of twelve hours per day.

SECTION 2. - The employee shall be reimbursed for verified reasonable and/or actual expenses plus the existing maximum mileage rate established by the Internal Revenue Service, where a personal vehicle is used and where the employee has to use his or her own money. The Employer shall have the right to reschedule employees in order to meet such out-of-town assignments.

ARTICLE 19
LEGAL COUNSEL/INDEMNIFICATION

SECTION 1. LEGAL COUNSEL

The Employer agrees to provide employees proper legal counsel for any suit filed against them as a result of the employee's actions in the line of duty and within the scope of employment whenever counsel is not otherwise selected by the employee.

This section shall not be construed as to obligate the Employer to provide counsel:

*. if the employee initiates legal action against the city or a fellow employee;

*. if the suit is instituted by or in the favor of the Employer, or;

*. as the result of criminal actions or other willful actions of the employee.

SECTION 2. CIVIL INDEMNIFICATION

The parties agree that, except for civil actions instituted by or in favor of the State of Ohio or the City of Bellevue or civil actions resulting from the criminal actions of the employee, if any bargaining unit employee has any judgment held against him or her by suits or otherwise, said

employee shall be held harmless by the Employer if the employee at the time of the event giving rise to the suit or action, was acting within the scope of proper employment unless the employee acted with malicious purpose, in bad faith, or in a willful, wanton, or reckless manner.

ARTICLE 20
SICK LEAVE PROCEDURE

SECTION 1. CREDITING OF SICK LEAVE

A. Each employee shall be credited sick leave of 4.8 hours for each eighty hours of active pay status to a maximum of 120 hours per year. Where an employee has two hundred and forty (240) hours or more banked sick time, the one hundred and twenty (120) hours set forth herein shall vest to the employee January 1 of each year. In the event that the employee resigns, retires or is terminated before the end of a calendar year and has received their full 120 hours annual sick benefit either through actual sick time used or hours cashed out that amount will be prorated based on their hours worked and any amount due the City will be deducted from their final pay.

B. Employees will be paid at one hundred (100 %) of their hourly rate for all Section 1(A) sick leave used. Sick leave earned and banked from 4-1-85 to 4-1-91 shall be used and paid in the same manner as sick leave credited pursuant to Section 1.A herein.

C. In the event the employee still remains ill or injured after having exhausted all sick leave, the employee shall be entitled to up to twenty-six (26) weeks of extended sick leave at 60% of the employee's hourly rate. During this time the employee's benefits shall continue to be paid by the Employer as though the employee is in active pay status.

D. Permanent part-time employees shall earn pro-rated sick leave.

E. (1) Employees hired prior to 4-2-05:

Employees having sick leave bank of at least two hundred-forty (240) hours may elect in writing, not more than three (3) times each year, to convert Section 1A sick leave to cash to be paid at ninety percent (90%) and Section 1B sick leave to cash to be paid at ninety percent (90%). Payment shall be made in one lump sum no later than thirty (30) days after the employee submits a written request for such payment. If an employee does not certify an election option, all unused sick leave shall be automatically banked. The Section 1A conversion shall be at ninety percent (90%) of the employee's normal hourly rate and the Section 1B conversion shall be at ninety percent (90%) of the employee's normal hourly rate provided the employee's bank of unused sick leave hours does not fall below two hundred-forty (240) hours as a result of such conversion.

Those new employees hired after 4-2-2005 shall be entitled on sick leave cash out to sixty percent (60%) of their sick leave accrued.

(2) Employees hired after 4-2-05:

Those new employees hired after 4-2-05 shall be entitled to banked sick leave cash out of (60%) sixty percent of their accrued sick leave, for annual cash out; and for their death and retirement cash out.

SECTION 2. SICK LEAVE TRANSFERS FROM OTHER PUBLIC EMPLOYER

An employee who transfers from a public agency to the City of Bellevue or who has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code shall retain credit for any sick leave earned in accordance with that section so long as he or she is employed by the City of Bellevue, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employments with the City of Bellevue, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

SECTION 3. CHARGE OF SICK LEAVE

Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave, or an hour-for-hour basis, only for days which he or she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

SECTION 4. USES OF SICK LEAVE

A. Sick leave shall be granted to an employee upon approval of the Safety-Service Director for the following reasons:

1. Illness or injury of the employee, or a member of his or her immediate family wherein the employee's presence is required.

2. To attend a funeral or make funeral arrangements as provided for in the appropriate section of this agreement.

3. Medical, dental or optical examination or treatment of the employee, or a member of the employee's immediate family which requires the employee and which cannot be scheduled during non-working hours.

4. If a member of the immediate family is afflicted by a contagious disease or requires the care and attendance of the employee or when through exposure to contagious disease the present of the employee at his or her job would jeopardize the health of others.
5. Pregnancy or childbirth and other conditions related thereto. Use of paid sick leave hereunder shall not limit or impair the employee's rights to unpaid leave as provided under Article 8, Section 2.

6. Assistance to spouse when required for maternity purposes.

B. Definition of immediate family: employee's spouse, children, grandchildren, parents' brothers, sisters, son-in-law, daughter-in-law and such other person as may be a dependent member of the employee's parents (loco parentis).

SECTION 5. EVIDENCE REQUIRED FOR SICK LEAVE

The Employer shall require an employee to furnish a standard written signed statement upon their return to work to justify and explain the nature of the illness or other use of sick leave. Falsification of either a written signed statement or of a physician's certificate shall be grounds for disciplinary action including dismissal.

SECTION 6. NOTIFICATION OF EMPLOYER

When an employee is unable to report for work, he or she shall notify his or her immediate supervisor or other designated person prior to the time he is scheduled to report to work on each day of absence.

SECTION 7. ABUSE OF SICK LEAVE

Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

SECTION 8. - Employees with an illness or disability exceeding three (3) work days shall be required to furnish a statement from his or her physician notifying the Employer that the employee was unable to perform his or her duties. Employees returning to work after an injury, illness, or operation attended by a physician shall have a doctor's written permission before returning to work.

SECTION 9. PHYSICIAN EXAMINATION

The Employer may require an employee to take an examination conducted by a licensed physician to determine his or her physical capability to perform the duties of his or her position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer. The Employer shall only require said physical due to actions of the employee or his or her inability to perform his or her duties. The Employer shall not be unjust in enforcing and applying this section.

SECTION 10. SICK LEAVE CONVERSION

An employee paid directly by the Employer at the time of his or her retirement, death, termination or resignation, separating him or her from active service with the City of Bellevue shall be entitled to receive pay for his or her accrued but unused sick leave in accordance with this Section. No employee shall be permitted to convert sick leave to cash until he or she has completed one year of service with the Employer. Upon a termination, other than for disciplinary reasons, or an honorable resignation, the employee shall receive ninety percent (90%) of his accumulated and unused sick leave. Upon death or retirement, the employee or his estate shall be entitled to receive one hundred percent (100%)) of the employee's accumulated and unused sick leave. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. (See section 1 F-2 for new employees.)

SECTION 11. - An employee is required to utilize sick leave for maternity purposes prior to using other earned leave time and pay.

SECTION 12. - If in the event an employee is injured or disabled and has qualified for industrial compensation, said employee shall be paid his normal salary for up to six months for any such injury or disability. In the event an employee uses any sick leave, his sick leave hours bank shall be reinstated the amount used. The employee shall fill out the proper forms for utilization of O.R.C. 4123. Upon receipt of direct hourly compensation said hourly compensation shall be signed over to the Employer for such period. The hospitalization shall continue for up to one year. The employee shall not lose any other benefits of the collective bargaining agreement.

The employee shall return as soon as possible to work.

SECTION 13. - Current employees **hired prior to 4-2-05** will be entitled to one (1) utilization of the use of the twenty-six weeks sick leave during the term of this Collective Bargaining Agreement.

Current employees hired after 4-2-05 will only be entitled to one (1) utilization of the use of the twenty-six (26) weeks sick leave during their employment time with the Employer.

Employees hired after 4-1-07 will not be entitled to use the twenty-six (26) weeks extended sick leave during their employment with the Employer.

SECTION 14 WORK RELATED INJURIES

An employee who experiences a work related injury should report that injury to their supervisor as soon as possible but no later than 48 hours. An employee who seeks medical treatment for a work related injury will submit documentation of the medical treatment within 48 hours after such treatment. An employee who experiences a work related injury which results in restrictions will participate in the City's Transitional Work Program when the physician of record determines the employee to be medically stable.

ARTICLE 21
WORKING OUT OF CLASSIFICATION

SECTION 1. - An employee temporarily assigned, by the appropriate administrative authority, to work in a classification with a higher rate, must be assigned work in said higher classification for more than four (4) hours to be eligible to receive the rate of that higher classification for the period he or she was so assigned; and,

A. The individual must be assigned to and must perform functions that are normally performed by the person replaced in order to receive compensation for that time period.

B. The term "higher rated classification" refers to positions that have a higher degree of responsibilities; could be supervisory in nature; and pay a higher rate of pay.

SECTION 2. - An employee may be temporarily assigned work in a lower classification, but shall continue to receive his or her regular rate of pay during such assignment. This Section is not intended to cover an employee who is demoted.

SECTION 3. - Employees who, in the absence of the Superintendent or Department Head, are designated by the Appointing Authority to perform the duties of the Department Head or Superintendent shall be paid an additional $0.75 per hour for the working hours they are so designated.

ARTICLE 22
VACATION

SECTION 1. - All employees shall receive vacation leave, with pay, in accordance with the following schedule:

	HOURS	DAYS
After one (1) year of service	80	10
After seven (7) years of service	120	15
After fourteen (14) years of service	160	20
After twenty (20) years of service	200	25*

Plus one additional day for each year of service in addition to the first 25 days.
After the first year, vacation leave with pay shall be accrued from January to January.

SECTION 2. - Employees may elect to work their vacation time and receive vacation pay along with their regular pay.

SECTION 3. - Vacation schedules shall be submitted by March 1st of each year with the employee having the most seniority having the first choice of vacation dates. However, if they are changed after March 1 the employee listed for any date has the right to that request and be awarded those dates by seniority.

SECTION 4. - An employee may receive pay for the vacation time at the pay period prior to the vacation upon giving sufficient notification to the City Auditor's office.

SECTION 5. - In the event, for whatever reason, an employee does not use his/her vacation time off with pay, they shall be permitted to either carry over their vacation or to receive pay for said vacation at their appropriate hourly rate, pursuant to Section 2 above. The limit hereto is three years.

SECTION 6. - Vacation may be used in one (1) hour increments upon notification to and approval by the Employer.

SECTION 7. - Vacation scheduling shall include every day of the year (365 days per year), based on the seniority standing of the employees.

ARTICLE 23
HOLIDAYS

SECTION 1. - Employees in the bargaining unit shall be entitled to the following paid holidays:

New Years Day	First day in January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	
Memorial Day	Last Monday in May
Independence Day	Fourth of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	
Thanksgiving Day	
Day after Thanksgiving	
December 24	Day before Christmas
Christmas Day	
Two (2) Personal Days per year.	

SECTION 2. - In the event any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the Holiday for all employees except those working in a department which has a continuous operation. Should the holiday fall on a Sunday, the following Monday shall be observed as the holiday for all employees except those working in a department which has a continuous operation. Employees working in a department which has a continuous operation (7 days per week) shall observe the actual date of the holiday as outlined above or shall receive a compensatory eight (8) hour holiday with pay at a later date if scheduled to work and works the holiday.

SECTION 3. - Employees on all approved paid leaves or Bureau of Worker's Compensation leave shall receive holiday pay, at the respective rates of pay, for any and all holidays occurring during said periods.

SECTION 4. - All employees shall earn and receive holiday pay, at the respective rates of pay, for any and all holidays occurring during such periods.

SECTION 5. - Employees working on a holiday in a department which is a continuous operation shall receive one and one-half (1 1/2) times their base rate of pay for all hours working on the holiday figures on a maximum of eight (8) hours. Any hours worked on a holiday above eight hours shall be computed pursuant to Article 33.

SECTION 6. - Any employee not regularly scheduled to work on a holiday or who is on vacation but is called in and works shall receive one and one-half (1 1/2) times his regular rate of pay for all hours worked on the holiday, with a minimum of four (4) hours of pay, plus receive eight (8) hours of holiday pay at his regular hourly rate. If the original assignment is completed in less than four hours the Employer may assign additional work to the employee. Any additional call-ins shall be covered under Article 33.

SECTION 7. - The personal leave days, as outlined herein, may be taken at any time during the calendar year after one (1) year of continuous service with the City. Employees shall give one (1) day's notice, except in the case of emergencies, and shall schedule the time off with their Department Head regarding the personal leave day.

SECTION 8. - Employees who work a holiday and elect to use the holiday as compensatory time pursuant to Section 4 may carry over two such holidays per year.

SECTION 9. - The parties agree that the Water Filtration and Waste Water Treatment Plan (7 day operations) may elect to carry over two holidays per year.

SECTION 10. - In lieu of holiday (day before Christmas) the seven day operational employees shall have one (1) roving holiday to be scheduled at the mutual convenience of the employees and the supervisor.

ARTICLE 24
LONGEVITY

SECTION 1. - All employees after three years of service with the Employer shall receive Longevity pay as follows:

YEARS OF SERVICE	CENTS PER HOUR
3	.35
7	.45
14	.55
20	.65
25	.75

SECTION 2. - Longevity payment shall be made in cents per hour as reflected above and added to the base rate of pay, for all purposes hereto..

SECTION 3. - The employee's length of service as of their annual anniversary date each year shall be used to determine the amount of longevity pay he/she is entitled to receive.

ARTICLE 25
PAY CHECK/PAY STUB

SECTION 1. - The Employer shall continue to pay employees in the form of direct deposit by Friday of the pay week.

SECTION 2. - The Employer shall provide the Union with examples of available alternative pay stubs and shall meet and confer with the Union regarding any changes to the alternative pay stub. Should additional alternate pay stubs become available, the Union shall be provided examples.

The stub used by the Employer will reflect all deductions, withholdings, accumulated vacation and sick time.

SECTION 3. - Employees *in each department* shall have access to a copy of the "payroll work sheet", reflecting all their status of employment, including, comp time. The *individual supervisor in each department* shall post copies within twenty-four (24) hours for the previous pay period of and for each pay period.

SECTION 4. - With the last paycheck provided to employees each June and December, the City Auditor shall also provide each employee with a legible types listing of the current balances of the following accrued benefits, as of the last day of the month immediately preceding such listings:

A. Personal Days
B. Compensatory Time
C. Sick Leave Bank
D. Vacation Leave

ARTICLE 26
HEALTH AND WELFARE PLAN

The Employer agrees to provide the AFSCME Care Plan for the life of this agreement as follows:

Life Insurance and AD&D
Hearing Aid Benefit
Dental Benefit Level III

The City shall bear the cost of this Plan for the life of this contract.

ARTICLE 27
HOSPITALIZATION

SECTION 1. -The Employer agrees to provide an 80/20 hospitalization/major medical insurance Plan with a maximum annual out-of-pocket deductible of $500/single and $1,000/family.

SECTION 2. - The Employer may have the ability to purchase this plan from another company or to seek self-funding provided the coverage is not reduced in level of benefits.

SECTION 3. - Over the life of this Agreement, the parties shall continue to meet and attempt to establish cost savings methods in the life of this Agreement.

SECTION 4. - The employee shall be responsible to pay 10% of the premium cost per month for the Plan subject to a cap on One Hundred and Seventy Five Dollars ($175) coverage for Family plan and Eighty-seven Dollars and Fifty Cents ($87.50) for Single.

SECTION 5. - The spouse of an employee is eligible for comprehensive major medical expense coverage under this Plan only if he or she enrolls for coverage under any other group health coverage available to the spouse as a full-time employee at his/her own place of employment. Therefore, if other group coverage is available to the spouse through his or her employer, then he or she must enroll in such other coverage as a primary to be eligible to enroll for secondary coverage under this Plan. The Employee must provide documented evidence of any denial of other coverage that would make the spouse eligible to enroll for secondary coverage under this Plan. The employee must provide documented evidence of any denial or other coverage that would make the spouse eligible for coverage under this Plan. The above spousal coverage requirement does not apply to: (1) a spouse not working full-time; (2) a spouse whose employer does not offer medical coverage; or (3) a spouse whose employer requires a contribution of more than 30% of the cost/premium for the least costly benefit plan available.

ARTICLE 28
UNIFORMS /ALLOWANCES

SECTION 1.

A. The Service Department employees; the Waste/Water Filtration Plant employees; the Water Plant employees and the Water Meter Reader employees will receive on or before the first pay period in February each year six hundred ($600.00) dollars for their Uniform Allowance and Foul Weather Gear. The employees will be permitted to obtain these items at location(s) of their choice.

Uniform allowance for part-time employees will be prorated based on their hours scheduled to work.

B. The full time clerical employees shall receive on or before the first pay period in February a One Hundred Fifty Dollar ($150.00) Clothing allowance.

C. In the event that an employee resigns, retires or is terminated before the end of a calendar year and has received their full uniform benefit, that amount will be prorated based on their hours worked. Any amount due to the City will be deducted from their final pay.

SECTION 2. - Employees receiving a uniform allowance shall present themselves for duty in accordance with proper dress code as established by the employer. Any employee commencing their shift not in proper uniform may be sent home without pay until such time as he/she presents himself/herself in proper attire. During the months of May, June, July, August and September, non-clerical employees will be permitted to wear City approved T-shirts.

SECTION 3. - In addition to the above uniform allowance which is to be used for normal wear and tear and replacement, the Employer shall replace at no cost to the employee, any uniform or piece thereof which is damaged or destroyed in the line of duty or scope of employment unless such loss or damage is caused due to the negligence of the employee. Any such incident shall be reported to the supervisor or department head who shall take appropriate steps to replace the uniform or piece. The Employer shall provide smocks for clerical employees.

SECTION 4. - The Employer shall provide at no cost to the employees of the Service Department necessary and appropriate weather gear such as one raincoat and gloves, one pair buckle boots, one pair waders, goggles, hard-hats and other equipment required to carry out their respective jobs. Any articles lost or damaged though negligence of the employee shall be replaced at the employee's expense.

SECTION 5. - The parties may look into other various options regarding possible uniforms, subject to negotiations.

ARTICLE 29
FAIR SHARE FEE

SECTION 1. - All employees in the bargaining unit who, sixty days from date of hire, or employees in the bargaining unit who are not members of the union by 1/1/89 shall pay a fair share fee to the union as a condition of employment.

The fair shall fee amount shall be certified to the Employer by the Union.

The deductions of the fair share fee by the Employer from the payroll checks of the employees shall be automatic and does not require a written authorization of the employee. Payments to the Union of the fair share fee shall be made in accordance with the regular deductions of union dues herein.

This fair share fee agreement between the Employer and the Union does not require any employee to become a member of the union nor shall the fair share fee exceed the regular Union dues paid by members of the Union. An internal rebate procedure by the Union and payment by employees holding religious conscientious objections shall be governed by O.R.C. 4117.09(c). (See Appendix C.)

SECTION 2. - The Union shall hold the Employer harmless as a result of Section 1 herein being implemented.

ARTICLE 30
HEALTH AND SAFETY

SECTION 1. - The Employer agrees to maintain safe working facilities, vehicles, tools, and equipment. The Union agrees to cooperate with the Employer in maintaining safe working facilities, vehicles, tools and equipment.

SECTION 2. - The Employer shall maintain suitable first-aid equipment at appropriate locations.

SECTION 3. - Complaints regarding unsafe equipment and/or conditions should be reported by the employee to his immediate supervisor. If the unsafe equipment or condition is not corrected, the matter may be discussed at the labor-management meeting and/or the employee may process a complaint through the grievance procedure.

SECTION 4. - In the event a piece of equipment is considered unsafe to operate, the employee shall immediately notify his immediate supervisor. The supervisor shall examine the piece of equipment and, if he determines it to be unsafe for operation, place a red tag on the equipment. Employees shall not be required to operate unsafe equipment which has been red tagged by the supervisor. Any employee refusing to operate equipment which has not been red tagged by the

Department Head shall be sent home without pay during the hours the equipment is being operated. An employee may refuse to perform unsafe practices or carry out functions of which may endanger their lives. Any such employee will be assigned to other work, until the unsafe practice, unsafe equipment, and unsafe conditions are corrected.

SECTION 5. - The Employer agrees to conform to all applicable required State and Federal regulations of the Occupational Safety and Health Act.

SECTION 6. - An employee injured in the course of his employment with the City of Bellevue shall have the option of utilizing his accumulated but unused sick leave during the period of disability, or taking an unpaid disability leave and applying for a temporary disability settlement though the Bureau of Worker's Compensation. If the employee is permanently disabled and cannot return to work, he or she may make application for disability retirement through the appropriate retirement plan and apply for a permanent disability settlement through the Bureau of Workers Compensation.

SECTION 7. - The parties recognize Transitional Work Program (i.e. Comp Management, B.W.C. Policy Number 3725202-0, may be applied regarding some injured employees.

ARTICLE 31
NO SUBCONTRACTING OUT

The Employer agrees that the Employer shall not subcontract any work being performed by the Bargaining Unit as of the date of this agreement if such subcontracting directly results in layoffs of permanent full-time Bargaining Unit employees or results in shrinking of the work force.

ARTICLE 32
CLEAN-UP TIME

The Employer agrees to purchase and maintain sufficient cleaning supplies and materials for the purpose of cleaning tools, equipment, and employees (such as hand cleaners) in each department.

ARTICLE 33
OVERTIME OPPORTUNITIES/HOURS OF WORK

SECTION 1. ROTATING OVERTIME

When it becomes necessary to work overtime, employees in a particular department shall be called first utilizing the procedures outlined in Section 2 of this Article. When additional work force is necessary after the department has been called out, the remainder of the Bargaining Unit work force shall be called next, the criteria being seniority and qualifications.

SECTION 2. ROTATION OF OVERTIME OPPORTUNITY

A. When the Employer determines overtime is necessary, the Employer will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The Employer will post and maintain overtime rosters which shall be made available to the Union Steward upon request. Said rosters shall be posted on appropriate bulletin boards in the facilities and will include a list of overtime hours worked, refused, negative contact and total overtime hours offered. The employees in the department or unit who on the roster have the fewest aggregate hours worked and/or hours refused, among those qualified to perform the work assigned shall be called first.

Employees on sick leave shall be removed from the overtime rotation list for sixteen continuous hours, (starting from the start of their regular shift) or until they have returned to their regularly scheduled shift. Upon return from sick leave, the employee shall have his name replaced on the overtime rotation-list in the same order previously held.

Employees on vacation and/or military leave shall be removed from the overtime rotation list on each day of vacation and/or military leave provided, however that an employee may, prior to leaving on vacation may inform the Department Head, in writing, of her/her desire to remain on the overtime roster.

B. An employee who if offered and who refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. Where the amount of overtime refused was two (2) hours or less, the employee will be charged with refusing two (2) hours.

C. The Parties agree that the past practice of calling out employees in the Street Department for snow plow duty on the basis of established crews shall continue unless otherwise negotiated differently with the Union. Established crews shall consist of two people. Not less than one crew shall be called out at any given time. When conditions warrant a crew may be split into two trucks.

SECTION 3. CALL BACK

A minimum of three (3) hours pay at the appropriate rate shall be guaranteed when an employee is requested to report back to work or when an employee is called in on a day he is not scheduled to work provided that said employee reports to work twenty-five (25) minutes of being notified. Employees not reporting for work within twenty-five (25) minutes of being notified shall receive a minimum of two (2) hours pay at the appropriate rate.

SECTION 4. WORK DAY/WEEK

A. Forty (40) hours per week shall constitute the standard work week for all full time employees.

B. The standard work day shall be eight (8) hours.

C. Employees shall be entitled to a paid lunch break, not to exceed thirty (30) minutes and two work breaks not to exceed fifteen (15) minutes each. Breaks shall be scheduled by the department head. Breaks and lunch periods shall be taken at the jobsite unless the jobsite is within the immediate vicinity of the service department break area or the department break area.

D. Overtime shall be paid for work performed in excess of the appropriate standard work day and applicable work week of forty (40) hours per week in active pay status.

E. Overtime shall be paid in accordance with this Agreement and applicable law at time and one- half (1-1/2).

F. The parties agree that during the first ninety (90) days following the signing of this Agreement, that the parties will meet with the intent to discuss the appropriate work hours and work shifts in the various departments within the City.

SECTION 5. - Any off-duty employee required by the Employer to appear in court on matters directly pertaining to and/or arising out of his/her employment with the City, including appearance at pretrial conferences shall be compensated for all such time at one and one half (1 1/2) times the employees regular rate of pay.

SECTION 6. - In the event the employee is requested by the Employer to attend any meetings, whether training or otherwise she/he shall be compensated at the appropriate hourly rate of pay of each hour in attendance.

SECTION 7. - Hours in active pay status such as vacation, Holidays, compensatory time or sick leave shall be computed in accordance with applicable law and this contract.

SECTION 8.

A. It is hereby agreed upon that the order of call will be for these specific employees, as follows:

Water Distribution:
1. Water Distribution Maintenance Crew Leader
2. Water Distribution Maintenance Worker 1 and 2
3. Maintenance Plumber
4. Meter Reader

	5.	Maintenance Electrician
	6.	Street Department Personnel
Waste Water Treatment Facility	1.	Waste Water Treatment Crew Leader
	2.	Sewer Maintenance Worker 1 or 2
	3.	Water Maintenance Crew Leader or Water Maintenance Worker 1 or 2
	4.	Street Department Personnel

It is also agreed upon that operators of the Water Filtration Plant and the Waste Water Treatment Facility will not be called out to work in the systems; unless, of a City-wide emergency.

B. All other Bargaining Unit employees in other units, who normally perform the work, will be notified within their units first, and so on down their lists and rotated for overtime, pursuant to other provisions of this Article.

ARTICLE 34
PART-TIME EMPLOYEES

The parties agree, for purposes of definition of benefits for part-time employees, to the following:

A. Part time employees shall earn seniority on an hour for hour worked basis.

B. Part time employees shall earn vacation, sick leave, holidays, and longevity based on length of service, defined as hour for hour worked (e.g. prorates such as 2 years worked at 1,040 hours equal one full years service, etc.)

C. Part time employees shall be entitled to all other benefits as outlined in the individual Articles of this Agreement.

Part time employees will earn hospitalization, major medical and AFSCME Care Plan when said employee has worked two weeks consecutively for 32 hours or more and continues to work 32 hours per week thereafter.

ARTICLE 35
NEW POSITIONS/NEW SPECIFICATIONS

When a new job is established, or a present job within the bargaining unit is changed within the Bargaining Unit, or when permanent or substantial changes in an existing job content occurs, the Employer shall meet and give all material, specifications, and reason thereto for said change and

shall negotiate with the Union the proper pay assigned to said new jobs. In the event there is a dispute on said pay assignments, the Union may grieve same. The Employer shall furnish all requested material regarding this Article.

ARTICLE 36
TIME CLOCKS

The Employer shall maintain a time keeping system for the life of this agreement and shall establish uniform rules and regulations regarding the time keeping system.

ARTICLE 37
APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES, AND DIRECTIVES

SECTION 1. - The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory authority to regulate the personal conduct of employees while at work and the conduct of the Employer's services and programs.

SECTION 2. - The Parties recognize that it is the philosophy of the Employer that, to the extent possible, employees will be put on notice in advance of the conduct expected them by the Employer and their fellow workers, to protect the rights and well-being of all employees while not unduly restricting the generally accepted individual rights of any employees. Therefore, the Employer will promulgate certain written work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying out the Employer's programs.

SECTION 3. - The Employer agrees that, to the extent that work rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement. Copies of newly established work rules or amendments to existing work rules will be furnished to the Union not less than five (5) working days prior to the effective date of such rules or amendments. Should any work rules conflict with any law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

SECTION 4. - It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees of the Employer under similar circumstances. Any member against whom such rules, policies, and directives are enforced, may challenge the reasonableness and uniformity of their application or interpretation as to him or her through this agreement.

SECTION 5. - In addition to work rules it is understood that the Employer has statutory authority to promulgate policies, procedures and directives to regulate the conduct of the Employer's business. Such matters, if reduced to writing, shall be made available to the Union and said application herein shall in no way infringe upon the constitutional rights of employees, nor violate this agreement.

SECTION 6. - All new employees for the duration of this agreement shall be supplied with a personal copy of this agreement immediately upon reporting for work.

ARTICLE 38
MISCELLANEOUS

SECTION 1. - Employees shall be allowed by mutual agreement to trade days off on the same shift or shifts where the employees are assigned to different shifts providing that such trade shall not create any additional cost to the Employer. The Employer shall not unreasonably deny but the employee must give advance notice to the supervisor to trade days off.

SECTION 2. - Employees shall be permitted to use the City garage facilities after work and/or on good days off for repair of their own vehicles and equipment in accordance with uniform rules and regulations as may be established by the Safety-Service Director. Prior to using such facilities employees must sign the prescribed hold harmless/indemnification agreement.

SECTION 3. - The Employer agrees to pay for all approved long distance telephone calls that the employees are required to make in the performance of their duties with the City.

SECTION 4. - The City agrees to meet within thirty (30) days after signing of this agreement on all outstanding unresolved grievances for the purpose of settling the same, if possible.

SECTION 5. - In the event an employee is on sick leave and regains his or her health he or she may return to work. Upon return of the employee from sick leave, any employee working said overtime shall be permitted to be released.

SECTION 6. - Duly elected Union delegates or alternates to the annual conventions of the Ohio Council #8 and the biennial conventions of the American Federation of State, County and Municipal Employees, AFL-CIO shall be granted time off without pay for the purpose of participation in such conventions, but not to exceed fifteen (15) days per year for all employees in the Bargaining Unit. The number of employees shall be limited to three (3) employees for any one such convention. The Union shall notify the City (30) days prior to said conventions, of the employees attending. There shall not be more than one (1) delegate from any City department permitted leave for the same convention.

SECTION 7. - The Employer shall provide annual physicals for employees as may be desirable and as determined by the Employer. The employee shall present a referral slip from their personal physician for these annual physicals to the Safety Service Director. The Employer shall not unreasonably deny these requests.

The physical shall be performed by a physician of the Employer's choice. All expenses not covered by insurance shall be paid by the Employer.

ARTICLE 39
SEVERABILITY/CONFORMITY TO LAW

SECTION 1. - Should any article, section, or portion of this agreement be held unlawful or unenforceable, as a result of any law, court decision, or tribunal determination, that article, section, and/or portion thereof shall have no further force and effect. Such decisions shall apply only to the specific article, section, or portion thereof directly specified or effected by the decision. The parties agree to meet within thirty (30) days for the purpose of negotiating a lawful alternative portion, section, or article.

SECTION 2. - The parties recognize that this Agreement shall be subject to all State and Federal laws and regulations as well as the Constitution of the State of Ohio and the United States of America.

The recognition of O.R.C. 4117 shall not supersede the provisions of this agreement.

ARTICLE 40
NO STRIKE/NO LOCKOUT

Inasmuch as this Agreement provides a mechanism for the orderly resolution of grievance, and inasmuch as the Employer and the Union recognize their responsibilities to provided uninterrupted services to the citizens of Bellevue:

SECTION 1. - The Union agrees that it, its officers, agents, representatives, employees, or members will not authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, concerted slowdown, or any other interruption of the operations of services of the Employer by members of the Union. When the Employer notifies the Union in person or by certified mail that any of its members are engaged in any job action as outlined above, the Union shall immediately and conspicuously post notice over the signature of an authorized representative of the Union notifying the employees that a violation is in progress and shall instruct all employees to return to work and/or to cease in the prohibited activity.

Should the Union fail to post the notice or should the employees fail to cease the prohibited activity, the Employer shall have the option of invoking disciplinary action against the employees involved and/or the Union.

SECTION 2. - The Employer agrees that neither it, its officers, agents, representatives individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union unless these members have violated Section 1 of this Article.

ARTICLE 41
WAGES

Effective 8-29-10 increase base by 5 % (See Section 1 below)

On the second and third anniversary dates of this Agreement, the Parties shall re-open negotiations on the issue of wages only. If the parties are unable to agree to wages for either the second or third year, then the Parties shall have all rights provided for by law except there shall be no fact-finding or other alternative dispute resolution available.

SECTION 1.

JOB RATES/BASE RATES:	8-29-10 **5%**	4-1-11 **re-opener**	4-1-12 **re-opener**
Waste Water Treatment Operator	20.43		
Waste Water Treatment Operator/ Preventative Maint. Technician	22.02		
Quality Assurance Director	20.43		
Secretary	18.69		
Water Treatment Plant Operator	20.43		
Cemetery Sexton/Crew Leader	22.15		
Cemetery Worker	21.48		
Street Maint. Crew Leader	22.10		
Street Maint. Worker 2	21.28		
Street Maint. Worker 1	20.07		
Water/Sewer Maint. Crew Leader	23.52		

04-24-12

In accordance with the AFSCME Service Contract #1 Collective Bargaining Agreement, article 41, Wages; the parties met on March 21st, and April 10th, 2012, in order to re-open the contract on the issues of wages only.

The parties agreed to a one time lump sum payment of $500.00 for each member of the Bargaining Unit to be paid as soon as practicable. This agreement was ratified by the Bargaining Unit on April 17th, 2012.

For the City of Bellevue

Jeff A. Crosby
Safety Services Director

5/8-12
Date

For AFSCME Local 2571

David L. Blyth, Jr.
Staff Representative,
AFSCME Ohio Council 8

Gregg Ruffing
President, Local 2571

05-09-12
Date

RECEIVED
MAY - 9 2012

Memorandum of Understanding between the City of Bellevue and AFSCME Ohio Council 8, Local 2571, AFL-CIO

The parties agree that the following changes will occur regarding the following job titles and pay scales:

1. The position currently titled Account Clerk 1 shall be changed to Finance Clerk 1 in order to more accurately reflect the job duties of that position.

2. In recognition that the Account Clerk 1position was created by combining the job duties of two previously abolished full time positions into that of the Account Clerk 1, the hourly rate for of Finance Clerk 1shall be changed from $18.68 to $19.35 per hour. That change shall be effective as of June 26, 2011

3. The position currently titled Income Tax Clerk 2 shall be changed to Finance Clerk 2 in order to more accurately reflect the job duties of that position. The hourly rate for that position shall remain at $18.68 per hour.

4. The position of Utility Billing Clerk Lead person shall be changed to be included in the Finance Dept as a Finance Clerk 1. The hourly rate for that position shall remain at $19.35 per hour.

For the City of Bellevue

Jeffrey Crosby date:_____

For the Union

date: 8-9-11

President, Local 2571

date: 08-08-11

David L. Blyth Jr., AFSCME Ohio Council 8

understand that the Finance clerks will report to the Water supt for daily direction of utility billing but will ultimately report to the Auditor as finance clerks.

Water/Sewer Maint. Worker I	20.07
Water/Sewer Maint. Worker 2	21.28
Sewer/Water Maint. Worker 1	20.07
Sewer/Water Maint. Worker 2	21.28
Maintenance Technician	22.02
Maintenance Technician (Water)	22.02
Maintenance Technician (Sewer)	22.02
Billing Utilities Lead Person	19.37
Meter Reader	19.87
Income Tax Account Clerk 2	18.69
Account Clerk 1	18.69
Account Clerk 2	16.29
Laboratory Technician	20.43
Laboratory Technician in Training	16.26
Waste Water Treatment Crew Leader	22.66
Laborer	20.07
Composting Bio-Solids Reuse Tech	22.02
Maintenance – Electrician Service Dept.	22.83
Maintenance – Plumber – Service Dept.	22.83

Normal add "on's" per F.L.S.A. for on overtime!

SECTION 2. - Water Treatment Plant Operators and Waste Water Treatment Operator(s) shall receive additional pay for obtaining licenses in their field in accordance with the following schedule. This shall be in addition to the hourly rate set forth in Section 1, 2 and 3 and shall be considered part of their base rate of pay:

Class I	$0.47 per hour
Class II	$0.71 per hour
Class III	$0.99 per hour

These amounts shall not be cumulative; i.e. the employee shall be paid for his/her highest license only. In addition, water operators receiving state certification for lab tests shall be paid $0.10 per hour for each of such certifications to a maximum of an additional $0.30 per hour.

Bacteriological certification for Water Treatment Plant Operators shall pay an additional $0.30 per hour.

SECTION 3. - The Waste Water Pollution Control, Quality Assurance Director shall, upon attaining both a Laboratory #1 certification and a Waste Water Pollution Control, Class #1 License shall be paid an additional $0.71 cent per hour. Upon attaining both Laboratory #2, certification and a Waste Water Pollution Control Class #2 License, the Waste Water Pollution Control, Quality Assurance Director shall be paid an additional $0.99 cents per hour.

SECTION 4. - Upon obtaining a Collection License, Water/Sewer Maintenance Worker #1, Water/Sewer Maintenance Workers #2 and Water/Sewer Maintenance Crew Leaders permanently assigned to the Waste Water Pollution Control Collection systems shall be paid an additional $0.30 cents per hour for Class #1; $0.50 cents per hour for Class #2; and $0.75 cents per hour for Class #3.

SECTION 5. - Upon obtaining a Distribution License, Sewer/Water Maintenance Workers 1, Sewer/Water Maintenance Workers 2, and Sewer/Water Maintenance Crew Leaders permanently assigned to the Water Distribution system shall be paid an additional $0.30 per hour for Class I, $0.50 for Class II and $0.75 for Class III.

SECTION 6. - Employees required to possess a Commercial Driver's License shall be paid an additional $0.20 per hour.

SECTION 7. - Effective September 26, 2010, employees shall pay their individual employee contribution to O.P.E.R.S.

ARTICLE 42
P.E.O.P.L.E.

SECTION 1. - Effective 4-1-05, the Employer will deduct from employees earnings, voluntary P.E.O.P.L.E. deductions to the National P.E.O.P.L.E. Committee, and submit monthly any such voluntary contributions to the P.E.O.P.L.E. Qualified Committee, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035, along with the appropriate listings.

SECTION 2. - This voluntary payroll deductions shall be on the appropriate card as reflected in Appendix ___.

SECTION 3. - The Union, upon receipt of any such funds, holds the Employer harmless from any claims, as a result of these deductions.

ARTICLE 43
DURATION

SECTION 1. – Except as otherwise provided herein, this Agreement shall be effective as of April 1, 2010, and shall remain in force and effect until 12:00 midnight March 31, 2013, provided however; that it shall be renewed automatically on its termination date for another year in the form that it is written, unless either party gives written notice to the other party of their desire to negotiate, modify or amend this Agreement. The party desiring to negotiate, modify or amend this Agreement shall give written notice no earlier than ninety (90) calendar days and not later than sixty (60) calendar days prior to the expiration of this Agreement. The parties shall commence negotiations within two weeks of receipt of such notice of intent to negotiate.

SECTION 2. - In the event either party desires to terminate this Agreement, written notice must be given to the other party no less then ten (10) days prior to the desired termination date, which shall not be the anniversary date set forth herein.

SECTION 3. - The parties may utilize the services of the Federal Mediation and Conciliation Service, U.S. Government, provided both parties mutually agree, or the State Employment Relations Board and ORC 4117 provisions. In the initial meeting between the parties, the parties shall establish guidelines for the conduct of negotiations.