



01/25/12
10-MED-09-1124
0539-04
K28298

AN AGREEMENT

BETWEEN

THE CITY OF FAIRVIEW PARK, OHIO

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8,
LOCAL 2681, AFL-CIO**

Effective January 1, 2011, through December 31, 2013

TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - PURPOSE AND INTENT	1
ARTICLE 3 - RECOGNITION	1
ARTICLE 4 - MANAGEMENT RIGHTS	2
ARTICLE 5 - NO-STRIKE	3
ARTICLE 6 - DUES DEDUCTION.....	4
ARTICLE 7 - NON-DISCRIMINATION.....	6
ARTICLE 8 - UNION REPRESENTATION.....	6
ARTICLE 9 - DISCIPLINE	7
ARTICLE 10 - DISCIPLINARY PROCEDURE	7
ARTICLE 11 - PROBATIONARY PERIOD	10
ARTICLE 12 - SENIORITY.....	11
ARTICLE 13 - HOURS OF WORK.....	12
ARTICLE 14 - TIME CLOCK	13
ARTICLE 15 - OVERTIME - PREMIUM PAY	13
ARTICLE 16 - EQUALIZATION OF OVERTIME	14
ARTICLE 17 - FUNERAL LEAVES.....	15
ARTICLE 18 - MILITARY LEAVE	15
ARTICLE 19 - JURY DUTY - WITNESS DUTY.....	15
ARTICLE 20 - TRANSFERS.....	16
ARTICLE 21 - SICK LEAVE	16
ARTICLE 22 - INJURY LEAVE	18
ARTICLE 23 - UNPAID SICK LEAVE	19
ARTICLE 24 - GENERAL LEAVE PROVISION.....	19
ARTICLE 25 - LAYOFF AND RECALL	20
ARTICLE 26 - PROMOTIONS - JOB BIDDING	21
ARTICLE 27 - TEMPORARY TRANSFERS	22
ARTICLE 28 - VACATIONS	23

ARTICLE 29 - HOLIDAYS24

ARTICLE 30 - CALL-IN PAY25

ARTICLE 31 - NEW AND CHANGED JOBS25

ARTICLE 32 - COMMERCIAL DRIVER’S LICENSE (CDL)26

ARTICLE 33 - HOSPITALIZATION26

ARTICLE 34 - SAFETY AND HEALTH.....29

ARTICLE 35 - LIGHT DUTY.....29

ARTICLE 36 - LONGEVITY PAY.....29

ARTICLE 37 - LATERAL TRANSFER.....31

ARTICLE 38 - SUPERVISORY WORK.....31

ARTICLE 39 - SHIFT DIFFERENTIAL.....31

ARTICLE 40 - UNIFORM ALLOWANCE32

ARTICLE 41 - RATES OF PAY.....33

ARTICLE 42 - PENSION “PICK-UP”33

ARTICLE 43 - CONFORMITY TO LAW.....34

ARTICLE 44 - OBLIGATION TO NEGOTIATE34

ARTICLE 45 - GENDER AND PLURAL35

ARTICLE 46 - HEADINGS35

ARTICLE 47 - TOTAL AGREEMENT.....36

ARTICLE 48 - GRIEVANCE PROCEDURE.....36

ARTICLE 49 - ARBITRATION PROCEDURE.....40

ARTICLE 50 - DURATION.....42

ARTICLE 51 - EXECUTION.....42

EXHIBIT B - WAGE RATES/JOB CLASSIFICATIONS

LETTER OF UNDERSTANDING

ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Fairview Park, Ohio, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 2681, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 2

PURPOSE AND INTENT

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

ARTICLE 3

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for:

Included: All clerical and secretarial employees including Clerk Receptionist, Building Department Clerk, Clerk of Boards and Commissions, Administrative Clerk, Administrative Clerk-Fire, Administrative Clerk - Finance, Secretary-Recreation Program Coordinator, Service Department Clerk, and Police Dispatchers Clerk. All full-time employees employed in the Service Department including Head Mechanic, Mechanic, Operator, Tradesman, Building Maintenance, and Laborer 1, 2, and 3 and Tree Technician.

Excluded: All management level employees, professional employees, guards and supervisors as defined in the Act; all seasonal and casual employees as defined by the State Employment Relations Board.

3.02 No employees shall lose any benefits as a result of this contract unless such benefits were specifically eliminated or modified during the negotiations which preceded this Contract.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis

for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine reasonable work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 14) terminate or eliminate all or any part of its work or facilities.

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

4.03 The Employer reserves the right to establish policies and procedures to insure the City's compliance with the Federal Americans with Disabilities Act and the Federal Family and Medical Leave Act.

ARTICLE 5

NO-STRIKE

5.01 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or

participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown work stoppage, or other concerted interference without the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

5.03 It is further agreed that any violation of the above shall be grounds for disciplinary action.

ARTICLE 6

DUES DEDUCTIONS

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

Employees may authorize the City to deduct voluntary contributions to the Public Employees Organized To Promote Legislative Equality (P.E.O.P.L.E.) by payroll deduction (Check-off). Upon receipt of the employee's P.E.O.P.L.E. deduction authorization, the City shall make the deduction and remit monthly to P.E.O.P.L.E. All such deducted P.E.O.P.L.E.

contributions shall be deducted and processed separately from dues of Fair Share Fee Deductions:

6.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

6.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Union within thirty (30) days from the date of making said deductions.

6.04 Any employee who is not a member of the Union and who does make application for membership within two (2) months following the effective date of this paragraph shall, as a condition of employment, pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement, that fair share fee not exceeding the regular dues of the Union.

6.05 Any future employee who does not make application for Union membership within sixty-one (61) days after being employed shall, as a condition of employment, pay to the Union through payroll deduction a fair share fee as a contribution toward the administration of this Agreement, that fair share fee not exceeding the regular dues of the Union.

6.06 Fair share fee deductions shall be automatic and not require the written authorization of the employee.

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

ARTICLE 7

NON-DISCRIMINATION

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex handicap or disability.

7.02 The Employer and the Union recognize the right of all employees and applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisals by the Employer or Union against any employee or any applicant for employment because of Union membership or lack thereof.

7.03 All of the Employees of the City within the bargaining unit shall receive equitable treatment and share in any and all benefits provided herein.

ARTICLE 8

UNION REPRESENTATION

8.01 Employees selected by the Union to act as Union Representatives for the purpose of processing and investigating grievances under the grievance procedure, in accordance with the provisions of this paragraph shall be known as "Steward." The Steward shall have an alternate who shall act in the absence of the Steward. The Employer recognizes the following Steward: One Steward for Service Department employees and one Steward for Clerical/Secretarial employees.

8.02 The local Union Officer or Steward, upon release by their foreman, shall be allowed to carry out the functions of their office, if the need arises, during the last twenty minutes of their normal working day. Any grievance that cannot be resolved during this time may be continued

the last twenty minutes of the next working day; however, the local Union Officer or Steward shall carry out such functions with proper regard for the Employer's operational needs.

8.03 A Steward having an individual grievance in connection with his own work may ask for the Local Union Officer to assist him in adjusting the grievance with his supervisor.

8.04 There shall be a Grievance Committee consisting of the Local Union Officers, Chapter Presidents, Secretary, and Steward.

ARTICLE 9

DISCIPLINE

9.01 A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the Disciplinary Procedure herein contained.

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

9.03 All written reprimands shall be purged from an employee's personnel file after two (2) years, provided no subsequent disciplinary action is taken against the employee during that period.

ARTICLE 10

DISCIPLINARY PROCEDURE

10.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

10.02 All employees shall have the following rights:

- A. An employee shall be entitled to union representation at each step of the disciplinary procedure.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or

working conditions as the result of the exercise of his rights under this procedure.

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

10.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible, and shall also be given to the Local Union President and Steward.

10.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested, with a copy to the Local Union President and Steward.

10.06 A suspension without pay of five (5) days or less may be imposed concurrent with receipt of the notice of discipline. In such cases, the employee may thereafter exercise his right to appeal such discipline as otherwise provided herein.

10.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step; and
3. the employee is entitled to union representation at every step of the proceeding.

10.08 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good-faith effort to settle the matter at the earliest possible time. The appointing authority shall hold an informal meeting with the employee and his representative for the purpose of discussing the specific nature of the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that he is entitled to representation by the Union.
- B. If a mutually agreeable settlement is not reached at this informal meeting, the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and steward. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from the receipt of the Notice of Discipline.

10.09 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.

10.10 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to a union representative. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

10.11 An employee may be suspended with pay at any time during the process if the appointing authority, at its discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the employer's

operations. A suspension without pay may be imposed subsequent to decision at Step 3 of the Grievance Procedure.

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

ARTICLE 11

PROBATIONARY PERIOD

11.01 New employees shall be considered to be on probation for a period of ninety (90) calendar days, and during such probationary period, the Employer shall have sole discretion to discipline or discharge such employees, and such actions during this period cannot be appealed through the Grievance and Arbitration Procedures herein contained or to any Civil Service Commission.

11.02 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to provisions of Paragraph 11.01.

11.03 Probationary employees shall not be entitled to any sick leave, holidays, or funeral leave under this Agreement until they have completed sixty (60) days of employment.

11.04 The probationary period for part-time employees who become full-time employees, the time served as a part-time employee, on a day-by-day basis, in the same classification as is the full-time employment, will be applied against the existing probationary period. In the event a part-time employee becomes a full-time employee in a different classification, he will be required to serve the entire probationary period.

ARTICLE 12

SENIORITY

12.01 Seniority shall be an employee's uninterrupted length of continuous employment with the City. An Employee shall have no seniority during the probationary period provided in Paragraph 11.01, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

12.02 The City shall provide the Union with a copy of the seniority lists and these lists shall be updated every six (6) months. The seniority lists shall contain, in order of seniority, the name, department and date of hire of each employee. Seniority shall be broken when an employee:

- 1) quits or resigns;
- 2) is discharged for just and proper cause;
- 3) is laid off for a period of more than eighteen (18) consecutive months;
- 4) fails to report for work when recalled from layoff within fifteen (15) working days from the date on which the City sends the employee notice by registered mail (to the employee's last known address as shown on the City's records); and
- 5) is absent without leave for three (3) or more working days unless excuse for absence is shown; and
- 6) is promoted or transferred outside the bargaining unit and completes his supervisory probationary period of one hundred and twenty (120) calendar days. During said probationary period, his former position will remain open.

ARTICLE 13

HOURS OF WORK

13.01 The normal workweek for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day, exclusive of the time allotted for meals, during the period starting 12:01 a.m. Monday to midnight Sunday. The Employer shall not reduce the workweek below forty (40) hours per week for any full-time, permanent hourly employee.

13.02 The Director of Public Service and Development will set hours of the Service Department. They will be continuous 8½-hour shifts but not be limited to 7:30 a.m. to 4:00 p.m..

13.03 The lunch period for Service Department employees shall be an uninterrupted thirty (30) minutes between the hours of 11:30 a.m. and 1:00 p.m., as scheduled by the employee's immediate supervisor. The supervisor shall not intentionally change an employee's lunch hour in an arbitrary or capricious manner.

13.04 There shall be two (2) fifteen (15)-minute rest periods on each shift each workday for Service Department employees. The rest periods, to the extent practicable, will be scheduled during the middle two hours of each shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift. The rest periods are to be taken at the employee's job location, but one member or a crew on the road, may, when it is possible to do so, without terminating the operation of the crew, leave to obtain refreshments for himself and other members of the crew to be consumed at the job location.

13.05 Supervisors in the various city departments will set hours for the clerical and secretarial employees. Such employees will work a continuous eight (8) hour shift, which will

include one (1) hour paid lunch. Clerical and secretarial employees will receive the same rest periods as set forth in Section 13.04 for Service Department employees.

13.06 The Police Clerk shall have the option to work a ten (10) hour, four (4) days a week shift, with approval of the department head.

ARTICLE 14

TIME CLOCK

14.01 A time clock is to be used for the department. All hourly employees shall be required to clock in and clock out at the beginning and end of each shift. Any employee clocking in late will be docked to the nearest tenth of an hour. Any employee working overtime with the approval of supervision shall be paid overtime to the next tenth of an hour.

ARTICLE 15

OVERTIME - PREMIUM PAY

15.01 All employees shall be entitled to receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in a given week or in excess of eight (8) consecutive hours in any one (1) day. One (1) day being any continuous twenty-four (24) hour period beginning with the start of the employee's shift.

Employees shall be permitted to either receive overtime pay or shall be able to covert overtime, up to a "bank" of forty (40) hours of compensatory time. Once an employee has accumulated a forty (40) hour bank of compensatory time, he/she shall only be eligible to receive overtime pay. Compensatory time may only be taken with proper supervisory permission and shall, at no time, cause an overtime situation.

15.02 For the purpose of computing overtime pay, holidays and vacation days shall be counted as hours and days worked. Sick leave shall count as hours worked for an employee who has not taken more than ten (10) un-excused sick leave days in the previous year.

ARTICLE 16

EQUALIZATION OF OVERTIME

16.01 The City shall be the sole judge of the necessity of overtime. When overtime is required, the City shall offer the available overtime to employees within the same classifications within the same shift in accordance with seniority. All overtime shall be voluntary, and an employee shall have the right to refuse an overtime assignment except for emergencies. For the purpose of this paragraph, an emergency is defined as any impairment to city services or operations which cannot be delayed until the beginning of the next regular workday.

16.02 The City shall equalize all overtime among employees within the same classification within the same department within the same shift on a continuing basis. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked on the overtime for the purpose of overtime distribution. An employee shall have the right to waive his rights under this provision and must renew this waiver every thirty (30) days.

16.03 A record of all overtime hours worked by each employee shall be recorded on a list by the City at the end of a payroll period and the overtime list shall be maintained by the secretary in the service department. All overtime hours shall be equalized if possible by the end of every second pay period. An employee or the Union shall have access to the overtime list upon request.

ARTICLE 17

FUNERAL LEAVES

17.01 An employee shall be granted a leave of absence of five (5) days with pay in the event of the death of his spouse, child or step-child; and a leave of absence of three (3) days in the event of the death of his mother, father, step-parents, brother, sister, grandparents, grandchild, parents-in-law, son-in-law, daughter-in-law, sister and brother-in-law, or person who has been in loco parentis to the employee. If the death occurs outside of the State of Ohio, the employee shall be granted a leave of absence of seven (7) days. Leave shall commence at the time of death and shall not be deducted from sick leave.

ARTICLE 18

MILITARY LEAVE

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

ARTICLE 19

JURY DUTY - WITNESS DUTY

19.01 An employee called for jury duty shall be granted a leave of absence for the period of the jury service. An employee subpoenaed to testify in proceeding arising from his work for the City shall be compensated for that time. An employee subpoenaed to testify in any criminal proceeding shall be compensated for that time.

ARTICLE 20

TRANSFERS

20.01 At the request of the Union, a leave of absence without pay shall be granted to at least one (1) but no more than two (2) employees selected for a Union Office, employed by the Union, or required to attend a Union Convention or perform any other function on behalf of the Union necessitating a suspension of active employment.

ARTICLE 21

SICK LEAVE

21.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family; and/or (4) the birth of a child.

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

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

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

21.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than three (3) days must supply a physician's report to be eligible for paid sick leave.

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

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

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

21.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, parents-in-law and any person who has been in loco parentis to the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, parents-in-law, brother and sister-in-law, children-in-law and any person who has been in loco parentis to the employee.

21.10 Upon the retirement or death of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirements system, such employee or the estate of the employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death multiplied by one-half ($\frac{1}{2}$) the total number of accumulated but unused sick hours

earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed one thousand three hundred and seven (1,307).

21.11 All bargaining unit employees shall receive two (2) hours of vacation pay for every calendar month in which they use no sick leave. This time may be used in one (1)-hour increments. The time off shall be taken with approval of the employee's supervisor. The time off shall be taken within one (1) year from the time granted.

ARTICLE 22

INJURY LEAVE

22.01 When an employee is injured in the line of duty while actually working for the employer, he shall be eligible for a paid leave not to exceed ninety (90) calendar days, providing he files under Workers' Compensation Rules and Regulations of the State of Ohio for monetary compensation for his injuries incurred as a city employee and signs a waiver assigning to the employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

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

22.03 An absence for a period of eight (8) consecutive calendar days or less shall not be charged against accumulated sick leave for minor work-related injuries not covered above if an employee supplies adequate and written proof from the health care provider treating his injuries to his Department Head.

22.04 It is the employee's responsibility to provide the "burden of proof" upon the official written request of the Bureau of Workers' Compensation in order for the Bureau to certify

his/her claim. If the failure to provide timely information by the employee prevents the certification of the employee's claim, injury leave will be denied by the employer and will result in the appropriate charge to the employee's accumulated sick leave balance.

ARTICLE 23

UNPAID SICK LEAVE

23.01 An employee who has completed their probationary period shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury, upon request of the employee and supported by medical evidence. If the illness or disability continues beyond six (6) months, additional sick leave may be granted by the Employer upon request of the employee. The employee must have a release from the City Doctor upon returning to work. The Doctor's fee to be paid by the City.

ARTICLE 24

GENERAL LEAVE PROVISION

24.01 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (copy to the employee). An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of any leave of absence.

24.02 An employee on an approved leave of absence for thirty (30) calendar days or less shall be entitled to all benefits provided herein.

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

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

ARTICLE 25

LAYOFF AND RECALL

25.01 Whenever it is necessary for the Employer to reduce its workforce, the employees within the affected department shall be laid off in the following order:

- a) Students;
- b) Temporary, part-time, and seasonal employees; employees who have not completed their probationary period;
- c) Employees who have completed their probationary period.

25.02 All employees shall be laid off on the basis of seniority within their department within the categories enumerated above. If the seniority of two (2) or more employees is equal, their relative seniority shall be determined by "lot."

25.03 In the event an employee cannot hold his present classification, within his department, he shall have the right to "bump" an employee with lesser seniority in an equal or lower-rated classification, in the other departments as long as said employee is qualified to perform the duties of the job. An employee who has been bumped from his classification shall be afforded the same rights to "bump" an employee with lesser seniority in an equal or lower rate classification to avoid a direct layoff from the Employer, as long as said employee is qualified to perform the duties of the job.

25.04 It shall be the option of the employee as to whether he shall exercise his seniority rights to bump into an equal or lower- rated classification or to take a direct layoff from the Employer.

25.05 Regular full-time employees shall be given a minimum of fourteen (14) calendar days' advance written notice of a layoff indicating the circumstances which made the layoff necessary.

25.06 In the event an employee is laid off, he shall receive payment for any earned but unused vacation as quickly as possible but no later than fourteen (14) calendar days after layoff.

25.07 All employees shall be recalled to their classification in the reverse order of their layoff. An employee on layoff will be given fourteen (14) days' notice of recall from the date on which the Employer sends the recall notice to the employee by certified mail (to his last known address as shown on the Employer's records).

25.08 For the purpose of this Article, "department" shall be defined as "service department" and "clerical department."

ARTICLE 26

PROMOTIONS - JOB BIDDING

26.01 When a vacancy occurs, or a new job is created, the Employer shall post for seven (7) consecutive workdays on bulletin boards within each department a notice of the opening. The notice shall contain the job classification title, rate of pay, department, and a brief job description. Employees who wish to be considered for the posted job must file written application with the Director of Public Service and Development by the end of the posting period.

26.02 All applications timely filed will be reviewed by the Employer and, if to be filed, the job awarded within five (5) working days on the basis of seniority, experience, skill, and ability to perform the work in question.

26.03 An employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed a reasonable period of time to qualify but not more than thirty (30) calendar days. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to quality and quantity of work meets the standard applicable to the job. If he fails to qualify, he shall be returned to his former job.

26.04 An employee awarded a job under these provisions shall receive the minimum starting rate of the new classification or a one (1) step increase, whichever is higher. An employee will waive job bidding rights for a period of six (6) months upon acceptance of new position.

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

ARTICLE 27

TEMPORARY TRANSFERS

27.01 A temporary transfer shall not exceed thirty (30) calendar days, except: 1) to fill a vacancy caused by an employee being on sick or other approved leave of absence; 2) to provide vacation relief scheduling; or 3) to meet an emergency. When an employee is temporarily transferred to another job classification, his rate of pay shall be as follows:

- a) If the rate of pay for such other classification is lower than his regular rate, he shall receive his regular rate.
- b) If the rate of pay for such other classification is higher than his regular rate, he shall receive the next higher rate over his present rate.
- c) For clerical and secretarial employees, employee will receive the rate of pay for the higher classification only if such temporary transfer is a period of more than eight (8) hours.

ARTICLE 28

VACATIONS

28.01 All regular full-time employees shall be granted the following vacation leave with full pay based upon their length of service as follows:

After one (1) year full-time service	Two (2) weeks
After five (5) years full-time service	Three (3) weeks
After ten (10) years full-time service	Four (4) weeks
After fifteen (15) years full-time service	Five (5) weeks
After twenty-three (23) years full-time service	Six (6) weeks

Employees may take all of their vacation as floating days off with prior approval of the City.

28.02 An employee shall become eligible for vacation leave on his anniversary date and vacation leave shall be taken by the employee within twelve (12) months thereafter.

28.03 If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall receive the pro-rated portion of their fully earned but unused vacation leave at the time of separation. In case of death of an employee, the unused vacation leave shall be paid to the estate.

28.04 If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday either at the beginning or end of his vacation.

28.05 An employee shall become eligible for vacation leave on his anniversary date, and vacation leave shall be taken by the employee within twelve (12) months thereafter. Employees will, on an annual basis, be permitted to carry over up to two (2) weeks of vacation into the following year through June 30 of the following year. During the first quarter of each calendar year, employees will be given an opportunity to indicate their vacation leave preferences, and promptly thereafter a written vacation schedule will be prepared by the Employer with preference given to employees according to their seniority.

28.06 Employees may have the option of using one (1) week of their vacation in patterns other than Monday through Friday, for example:

Tuesday - Monday
Wednesday - Tuesday
Thursday - Wednesday
Friday - Thursday

Said week may not be taken with other accumulated vacation leave.

ARTICLE 29

HOLIDAYS

29.01 All regular full-time employees shall be entitled to the following paid holidays as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	Four Floating Holidays

29.02 If any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as a holiday. To be eligible for holiday pay, an employee must have worked his last scheduled workday before and his first scheduled workday after the holiday unless absence

absence was due to injury or other excused absence.

29.03 An employee may carry not more than two (2) holidays into the succeeding year, upon prior approval of the Department Head, and only if the holidays were canceled due to scheduling considerations.

29.04 Hours actually worked on a holiday, as enumerated above, shall be paid at the rate of double time.

29.05 The service department employees and clerical staff shall collectively designate the day after Thanksgiving as one of their floating holidays. This provision does not apply to any of the staff that work at the Gemini Center. Any member of the service department who works that day shall be entitled to time and one-half.

ARTICLE 30

CALL-IN-PAY

30.01 An employee who is called in to work at a time when he is not regularly scheduled to work shall receive a minimum of (4) hours of straight-time pay or four (4) hours of work at the applicable rate of pay, providing such time does not abut the employee's regularly scheduled workday.

ARTICLE 31

NEW AND CHANGED JOBS

31.01 If substantial changes in the method of operation, tools, or equipment of a job occur, or if a new job is established which has not been previously classified, the Employer shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification.

ARTICLE 32

COMMERCIAL DRIVER'S LICENSE (CDL)

32.01 The employer will provide training to those employees required to acquire knowledge necessary to pass the commercial driver's license exam. The employer will make every reasonable effort to schedule "on-site" training during normal working hours. Employees will be permitted time off to participate in the on-site training.

32.02 In the event a Laborer I or Operator is not successful in passing the commercial driver's license exam or loses the eligibility to possess such license, the Employer and the Union will meet and place such employee into another available job he is capable of performing within the City. The employee shall be given a thirty (30) day grace period to pass the CDL exam. If an employee is still unsuccessful, his rate of pay will be that of the new job classification.

32.03 The Employer will reimburse each employee who successfully passes the State of Ohio Commercial Driver's License examination for the costs and fees set by the State of Ohio for such examination.

The City agrees to pay for employees' CDL renewal fees and will allow employees, upon renewal of such driver's license, to utilize City time when renewing the license, which occurs every four (4) years.

ARTICLE 33

HOSPITALIZATION

The City and all employees have cooperated in the creation of the new medical insurance program. The parties agree to insert language that will reflect the provisions of the program.

33.01 For the duration of this Agreement, the City will provide hospitalization coverage. This coverage shall be provided on either a single contract basis or a family contract basis, whichever is applicable to the employee.

- (1) Effective January 1, 2012 through December 31, 2013, this plan shall be implemented.
- (2) Effective January 1, 2011, employee contributions shall be made pursuant to Internal Revenue Code Section 125 as described more fully below.

10% of the cost of the medical insurance as billed to the City, but in no event shall it exceed \$200.00 per month per employee.
- (3) The Employer will administer for the benefit of the employees a health flexible savings account pursuant to Internal Revenue Code Section 125.
- (4) Employees who opt out of the City provided medical plan after January 1, 2009 will be compensated on the following basis:

Single — \$50.00 per month payment

Family — \$100.00 per month payment

Employees who opt out of the City provided plan must submit a letter to the Finance Director demonstrating proof of medical coverage by another plan.

- (c) If an employee and spouse are both employed by the City of Fairview Park, only one shall be entitled to hospitalization, that being the family plan.
- (d) The Employer expressly reserves the right to change coverages or carriers, so long as the new coverage is commensurate with or better than the existing coverage. Coverage under this Contract includes Medical Benefits, Prescription Benefits, Dental Benefits and Vision Benefits, the details of which are included in the plan document provided to employees by the carrier.
- (e) In the event of any dispute as to coverage hereunder, such dispute must be addressed by the employee to the appeal committee set forth in the handbook and shall not be subject to any grievance or arbitration procedure herein contained.

NOTE: This provision will be as soon as the City receives the information. As of 9/22/2011 the City does not possess this information. The parties agree to amend this provision as soon as available.

33.02 For the duration of this Agreement, the City will further provide to each employee the following:

- (a) Vision Care benefit as current.
- (b) Prescription Drug benefit as follows:
 - Generic: \$10.00 co-pay
 - Brand: \$20.00 co-pay on brand name formulary
 - Brand name not on formulary: \$30.00 co-pay
 - Mail order for maintenance drugs are two (2) co-pays for a 90-day supply.
- (c) Dental benefit: as current.

This coverage shall be provided on either a single contract basis or a family contract basis, whichever is applicable to the employee. No change to benefits or providers will be made without first discussing such change with the cost containment committee.

33.03 The City shall establish a Cost Containment Committee. The Union shall participate in this committee by sending one delegate to the committee. The committee shall be comprised of City management and a delegate from each union and non-union employee group. The purpose of this committee shall be to review and recommend changes in health care coverage, if any, to the City Administration in keeping with sound fiscal management of the City and deliverance of the most cost-efficient health care to its employees. After reviewing the recommendations of the Cost Containment Committee, the City shall make a final decision based on sound fiscal management of the City and deliverance of the most cost-efficient health care coverage to its employees.

33.04 The Employer shall pay the full premium for a fifty thousand dollar (\$50,000.00) term life insurance policy for each employee with an additional fifty thousand dollar (\$50,000.00) policy for accidental death.

33.05. The employer will pay \$0.50 per employee per month for hearing aid benefit AFSCME Care Plan.

ARTICLE 34

SAFETY AND HEALTH

34.01 The Employer and the Union recognize that each party must comply with the applicable state and federal laws covering public employees with respect to safety and health. The Employer shall continue to make reasonable provisions for the safety and health of its employees.

ARTICLE 35

LIGHT DUTY

35.01 The Employer and the Union shall attempt through agreement to place partially disabled employees on light-work jobs which they can perform if light work is available; provided, however that light duty will be no longer than forty five (45) workdays.

ARTICLE 36

LONGEVITY PAY

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

5 th Anniversary	\$ 500.00	16 th Anniversary	\$1,600.00
6 th Anniversary	\$ 600.00	17 th Anniversary	\$1,700.00
7 th Anniversary	\$ 700.00	18 th Anniversary	\$1,800.00
8 th Anniversary	\$ 800.00	19 th Anniversary	\$1,900.00
9 th Anniversary	\$ 900.00	20 th Anniversary	\$2,000.00
10 th Anniversary	\$1,000.00	21 st Anniversary	\$2,100.00
11 th Anniversary	\$1,100.00	22 nd Anniversary	\$2,200.00
12 th Anniversary	\$1,200.00	23 rd Anniversary	\$2,300.00
13 th Anniversary	\$1,300.00	24 th Anniversary	\$2,400.00
14 th Anniversary	\$1,400.00	25 th Anniversary	\$2,500.00
15 th Anniversary	\$1,500.00		

36.02 Any employee who is receiving a greater amount of longevity payments under the prior longevity plan shall continue to receive that greater amount until he achieves an equal amount under this newly created longevity plan.

36.03 Employees hired on or after the execution of this Agreement will not participate or be eligible for the foregoing longevity payments.

Any employee hired by the City on or after January 1, 2009 shall be entitled to longevity payments as follows:

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

ARTICLE 37

LATERAL TRANSFER

37.01 An employee may exercise his job classification seniority for the purpose of transferring within the same work location or to another work location within the same

classification when an opening occurs providing such employee is qualified and capable of performing the work. An employee who desires such a transfer must make an application in writing prior to the opening (on forms provided by the City with a copy to the employee) to the Director of Public Service & Development. In such cases, the employee's preference shall supersede the job-bidding promotion provisions of this Memorandum.

ARTICLE 38

SUPERVISORY WORK

38.01 Work customarily performed by employees within the bargaining unit shall not be performed by supervisors except for purposes of instructing or demonstrating the proper methods and procedures of performing work operations to employees within the bargaining unit, except in case of emergency. The Union agrees that it will not modify its present standards of enforcing this Article or enforce this Article in an arbitrary or capricious manner.

ARTICLE 39

SHIFT DIFFERENTIAL

39.01 Employees who work second shift after 4:00 p.m. shall receive a premium of fifty cents (\$.50) per hour. Employees who work after 12:00 p.m. shall receive a premium of sixty (\$.60) per hour.

ARTICLE 40

UNIFORM ALLOWANCE

40.01 All Service Department Employees shall receive an annual uniform allowance paid on a semi-annual basis by separate check as follows:

Effective January 1, 2012 -- \$700.00 (\$1,400.00 annually)

Effective January 1, 2013 -- \$750.00 (\$1,500.00 annually)

40.02 All employees in the Service Department will wear a uniform which conforms substantially to the following provisions. All clothing will be navy blue in color. Shirts can be long or short sleeved. Gray T-shirts may be worn in the summer. Tank tops or cut-off sleeves are not permitted. Pants will be full length cotton or poly-cotton blend. Jeans are not permitted. Jackets or sweaters will be navy blue only. Winter coats only may be of any color. Work boots or work shoes will be of heavy leather. Tennis shoes are not permitted. Uniforms must be kept in a good state of repair. Holes must be sewn, not patched, pinned or taped. Safety colors shall be worn while on public roadways.

Employees in specified departments working on specified jobs designated by the City may wear, with permission of the City, shorts in warm weather. Employees must maintain a change of clothing in their lockers at all times, should at any time during the work day they be assigned to a position that would not allow the wearing of shorts.

40.03 The Clerk Dispatcher in the Police Department will receive a uniform allowance the same as Section 40.01 above.

ARTICLE 41

RATES OF PAY

41.01 All current bargaining unit employees' basic wage rates shall be increased as follows:

Effective January 1, 2011 – 0% wage increase.

Effective January 1, 2012 – 1% wage increase.

Effective January 1, 2013 the parties agree that the parties will negotiate that rate in calendar year 2012 pursuant to SERB rules.

41.02 Base rates of pay are attached hereto and made a part hereof and marked as Exhibit "B."

ARTICLE 42

PENSION "PICK-UP"

42.01 As permitted by the Internal Revenue Service and Public Employee Retirement System, the Employer agrees to implement the "salary reduction" method for pension "pick-up." Such plan will take effect upon approval of the Pension Board and the Internal Revenue Service.

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

ARTICLE 43

CONFORMITY TO LAW

43.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

43.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

43.03 In the event of a determination pursuant to paragraph 43.01 and 43.02, above, the parties hereto shall meet within thirty (30) days to negotiate a lawful alternate provision.

ARTICLE 44

OBLIGATION TO NEGOTIATE

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

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

44.03 This Article shall not operate to preclude any negotiations mutually agreed to by the Union and the Employer. However, the City shall meet and bargain before changing any existing past practice, provided that if the City and the Union cannot agree whether the issue under consideration is a past practice, the issue will be resolved by arbitration pursuant to Article 49 hereof.

ARTICLE 45

GENDER AND PLURAL

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

ARTICLE 46

HEADINGS

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

ARTICLE 47

TOTAL AGREEMENT

47.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon adequate notice to the Union.

ARTICLE 48

GRIEVANCE PROCEDURE

48.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

48.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement, including disciplinary actions.
- b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit or the Union on behalf of employees within the bargaining unit.
- c) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

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

shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or the Union in future proceedings.

- f) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to rely within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

48.04 All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisors of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his Steward within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's Steward, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and his Steward and presented as a grievance to the aggrieved party's supervisor within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the aggrieved party an answer. The Supervisor shall give his answer to the aggrieved party, with a copy to the aggrieved party's Steward, within five (5) days of the receipt of the written grievance.

Step 3:

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

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee,

shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his local union officer and representative of Ohio Council 8 and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor, or his designee, shall issue a written decision to the employee, with a copy to the employee's representative within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

48.05 GRIEVANCE MEDIATION:

All grievances not settled at Step 3 may be mediated prior to being referred to arbitration. The parties shall attempt to select a mediator by mutual agreement. If they are unable to agree, then they shall request a mediator be provided by the Federal Mediation and Conciliation Services (FMCS). The cost for mediation shall be shared equally by the parties.

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

If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in

any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.

ARTICLE 49

ARBITRATION PROCEDURE

49.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within thirty (30) days after the rendering of the decision at Step 4, or a time limit default by the Employer at Step 4, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members' names will be stricken alternatively (Union striking first) until one name remains, who shall be designated the arbitrator to hear the grievance in question.

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

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

49.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

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

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

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

ARTICLE 50

DURATION

50.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2011, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2013. If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than (90) calendar days prior to the expiration date of this agreement.

ARTICLE 51

EXECUTION

51.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duty executed this 7 day of Nov, 2011.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
OHIO COUNCIL 8, LOCAL 2681,
AFL-CIO

CITY OF FAIRVIEW PARK, OHIO

By: Michael Baum

By: Mayor Kelley A. Patton

By: [Signature]

By: [Signature]

By: [Signature]

By: _____

The legal form and correctness of this
Document is hereby approved:

[Signature]
Director of Law

EXHIBIT B
WAGE RATES

Employees hired after 1/1/2009

**Current
employees
Effective:**

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>1/1/2011</u>	<u>1/1/2012</u>
Head Mechanic	\$22.07	\$23.04	\$24.01	\$24.98	\$25.95	\$26.14	\$26.41
Mechanic	\$20.66	\$21.57	\$22.47	\$23.38	\$24.29	\$24.47	\$24.86
Building Maintenance	\$19.13	\$20.09	\$21.05	\$22.01	\$22.97	\$23.14	\$23.37
Tradesman	\$20.49	\$21.44	\$22.39	\$23.34	\$24.29	\$24.47	\$24.87
Operator	\$19.87	\$20.87	\$21.87	\$22.87	\$23.87	\$24.05	\$24.29
Laborer I	\$19.56	\$20.55	\$21.53	\$22.52	\$23.50	\$23.68	\$23.91
Laborer II	\$19.13	\$20.09	\$21.05	\$22.01	\$22.97	\$23.14	\$23.37
Laborer III	\$18.50	\$19.52	\$20.54	\$21.56	\$22.58	\$22.75	\$22.98
Traffic Technician	\$22.07	\$23.04	\$24.01	\$24.98	\$25.95	\$26.14	\$26.41
Tree Technician	\$20.49	\$21.39	\$22.29	\$23.20	\$24.10	\$24.28	\$24.52
Police Clerk	\$16.00	\$16.32	\$16.48			\$19.47	\$19.67
Building Clerk	\$16.00	\$16.32	\$16.48			\$16.91	\$17.64
Clerk of Commissioners	\$16.00	\$16.32	\$16.48			\$16.91	\$17.64
Clerk Receptionist	\$16.00	\$16.32	\$16.48			\$16.60	\$16.77
Administrative Clerk	\$16.00	\$16.32	\$16.48			\$16.60	\$16.77
Administrative Clerk Fire	\$16.00	\$16.32	\$16.48			\$17.64	\$19.00
Administrative Clerk Finance	\$16.00	\$16.32	\$16.48			\$17.94	\$19.00
Service Clerk	\$16.00	\$16.32	\$16.48			\$17.64	\$19.00
Recreation Clerk	\$16.00	\$16.32	\$16.48			\$16.60	\$16.77

The Clerk of Commissions who may serve as Clerk-Recording Secretary for the Planning and Design Commission and the Board of Zoning & Building Appeals shall be paid sixty dollars (\$60.00) per regular or special meeting attended, or four (4) hours of compensatory time, at the employee's choice. The Clerk of Recreation who may serve as Clerk-Recording Secretary to the Recreation Commission shall be paid thirty dollars (\$30.00) for regular special meetings attended.

JOB CLASSIFICATIONS

A. JOB TITLE: HEAD MECHANIC

Characteristic Duties: Employees in this classification are required to service, repair, overhaul, and maintain gasoline and diesel equipment used by all departments of the City, such as: automobiles, heavy and light trucks, bulldozers, tractors, backhoes and other types of on and off-the-road equipment. Work will require some welding, bodywork, and painting, but the chief emphasis is on engine and mechanical repair work.

Employees will work under the general foreman and is responsible for the organization of his work with instructions available from the foreman for out-of-the ordinary problems.

This Employee will be responsible for general supervision of the mechanics, scheduling of work to be performed, Parts Inventory, and Equipment Maintenance Records.

Employees in this classification will perform other duties as assigned, within the general character of the duties above described.

B. JOB TITLE: MECHANIC

Characteristic duties: Employees in this classification are required to service, repair, overhaul and maintain gasoline and diesel equipment used by all departments of the City, such as: automobiles, heavy and light trucks, bulldozers, tractors, backhoes and other types of on and off-the-road equipment. Work will require some welding, bodywork and painting, but the chief emphasis is on engine and mechanical repair work.

Employees will work under the Head Mechanic.

Employees in this classification will perform other duties as assigned, within the general character of the duties above described.

C. JOB TITLE: TRADESMAN

Characteristic duties: Employees in this classification may work as a carpenter, plumber, electrician, concrete finisher, or a painter (interior and exterior Muni, properties and street markings).

When work is not available within this classification, employees will be assigned to work within any other lower classification.

D. JOB TITLE: OPERATOR

Characteristic duties: Employees in this classification operate multiple types of vehicle equipment including the large backhoe, bulldozer, vector jet combination unit and streetsweeper.

Employees in this classification frequently will direct the activities of a work crew as assigned by supervision. The employee will receive generalized supervision with specific direction available as required. This employee is responsible for the vehicle, including greasing, and tools assigned and may be assigned to general labor work as required.

Employees in this classification may perform other duties as assigned within the general character of the duties above described.

E. JOB TITLE: LABORER I

Characteristic duties: Employees in this classification operate multiple types of vehicle equipment including an Asphalt Spreader, Salt Spreader, Sewer Jet, Packer Trucks, Snow Plows, Rollers, Tractors and various types of earth moving equipment, such as small backhoes.

Employee shall also be able to drive all vehicles in the department. Employees in this classification frequently will direct the activities of a work crew as assigned by supervision. An employee in this classification assigned to driving a packer truck leads the activities of the general laborers assigned to his truck and is responsible for their activities. The employee will receive generalized supervision with specific direction available as required. This employee is responsible for the vehicle and tools assigned, and may be assigned to general labor work as required.

Employees in this classification may perform other duties as assigned within the general character of the duties above described.

F. JOB TITLE: BUILDING MAINTENANCE

Characteristic duties: Employees in this classification are responsible for maintaining the physical facilities and appearance of the building to which they are assigned. Duties include cleaning, stripping, waxing and buffing floors, windows, and performing normal housekeeping routines. Duties will also include yard work and minor repairs to the electrical systems and plumbing and heating systems within the capabilities of the employee. Employees in this classification will be assigned to maintain one or more buildings with only general supervision and will be responsible for the physical appearance, cleanliness and mechanical operation of the building.

Employees in this classification may perform other duties as assigned within the general character of the duties described in "Laborer II."

G. JOB TITLE: LABORER II

Characteristic duties: Employees in this classification operate 1 or more types of vehicle equipment, such as: light trucks, light snow plows, light spray-painting equipment, small tar kettles, farm tractors (brush hogs, Mott mowers), leaf vacuums, sir hammers, riding mowers, cement saws, and small rollers. He also may be required to operate radio equipment.

An employee may also make signs (lettering, backing, etc.) and install and repair such signs. Employees in this classification may be assigned to general labor work as required.

Employees in this classification may perform other duties as assigned within the general character of the duties described in "Building Maintenance."

H. JOB TITLE: LABORER III

Characteristic duties: Employees in this classification perform manual labor under supervision of a foreman or of an employee of a higher classification. The work is physically demanding and requires no specialized training or experience. Duties include refuse labor, ditch and sewer construction, maintenance, road repairs and other similar types of physical labor as required. Employees may operate a woodchipper, hand mower or light portable tools in connection with their assigned duties.

Employees in this classification may operate light vehicles, but this is not their main duty.

Employees in this classification may perform other duties as assigned within the general character of the duties above described.

I. JOB TITLE: RECREATION CLERK

Responsible for scheduling recreation facilities and play areas. Administers facility and field permits. Schedules and records use of equipment and materials. Schedules maintenance, repair and replacement of facilities and equipment as needed. Responsible for program registration and funds, recreation department payroll records, general recreation department accounting and bookkeeping. Services as Secretary to the Recreation Director and the Parks and Recreation Commission. May be required to assist Recreation Director in other projects.

J. JOB TITLE: BUILDING DEPARTMENT CLERK

Responsible for front counter work, answering phones, typing letters, sorting and distributing mail, and maintaining building department books and all department files. Prepares

department reports, assists in Tax Abatement administration, prepares all permits and handles licenses and fees. Provides necessary clerical support in office and to the Planning and Design Commission and the Board of Zoning and Appeals, when necessary. Is also responsible, when required, for attendance at Commission meetings and related clerical duties. Processes other items such as zone maps, address maps, and inspections. May in the absence of the Service Department Clerk be required to assist Service Department. May also be required to function as Clerk Receptionist.

K. JOB TITLE: CLERK OF COMMISSIONS

Provides necessary clerical support to the Planning and Design Commission and the Board of Zoning and Building Appeals. Is also responsible for attendance at Commission meetings and related clerical duties. Provides necessary clerical support to Building Department Clerk as needed. May, in the absence of Service Department Clerk, answer phones. May also be required to function as Clerk Receptionist by answering phones in her/his absence.

Employees in this classification may perform other duties as assigned within the general character of the duties above described.

L. JOB TITLE: ADMINISTRATIVE CLERK

Responsible for purchase of supplies and materials for all departments, preparing all other department records and all miscellaneous correspondence and listings. Assists Mayor's office and staff and the Director, Public Service and Development as needed. Serves as a floater for coverage purposes in all Departments except police and fire. At times, fills in for City Hall Receptionist.

L-1. JOB TITLE: ADMINISTRATIVE CLERK - FIRE

Responsible for all clerical duties in the Fire Department. Prepares inspections, notice of violations, manual reports and business surveys. Also responsible for distributing mail to all departments and scheduling the rental of various City facilities including Bain Cabin, the Community Room and Bain Pavilion. Serves as a floater for coverage purposes in all departments except Police.

L-2. JOB TITLE: ADMINISTRATIVE CLERK - FINANCE

Prepares and processes all wage compensation payments for City employees and ensures the correct withholding for taxes, pensions, union dues, authorized employee savings plans, etc. Must coordinate and reconcile payroll functions with City's banking institutions. Responsible for preparation and submission of necessary wage reports to state and federal agencies. May be

required to assist Finance Director with the processing of requisitions, accounts payable activities, filing, deposits and pay-ins, data entry of revenue, and solicitor permits. Responsible for purchase of supplies and materials for all departments, preparing all other department records and all miscellaneous correspondence and listings. May also be required to function as Clerk Receptionist.

M. JOB TITLE: SERVICE DEPARTMENT CLERK

Serves as clerical support to Department Supervisor and Assistant Supervisor. Process questions and complaints on the phone and in person from residents, vendors, contractors and other city employees. Compiles and prepares all department reports and maintains all department records. Maintains logs of employees, vehicle maintenance, landfills, etc. May be required to assist Building Department Clerk(s) and Clerk Receptionist by answering phones in his/her absence.

Employees in this classification may perform other duties as assigned within the general character of the duties above described.

N. JOB TITLE: CLERK RECEPTIONIST

Responsible for handling and directing all walk-in visitors to City Hall. Distributes mail to all departments, answers phone and distributes calls to various departments. Responsible for the proper scheduling of various city facilities including Bain Cabin, the Community Room and Nelson Russ. Prepares purchase orders for invoices from the Finance Department. Functions as a Deputy Registrar as required. May be required to assist other departments as needed.

O. JOB TITLE: POLICE DISPATCHER'S CLERK

Functions as secretary to the Chief of Police and staff assistants. Responsible for posting court cases, preparing criminal complaints and the processing of police officer reports, fingerprint cards, traffic citations and walk-in inquiries. May also, from time to time, be required to staff the radio room, function as matron and assist in answering police phone lines as needed.

P. JOB TITLE: TRAFFIC SIGNAL TECHNICIAN

Installs, maintains, and, when necessary, fabricates city traffic control devices. The devices include, but are not limited to, traffic controllers, school zone lights and signal installations; all regulatory, warning and informational signs; and street striping. The Traffic Signal Technician is on 24 hours call to service and repair malfunctions occurring with a traffic signal or pedestrian signal. The Traffic Signal Technician cleans traffic light lens and reflectors; replaces light bulbs; paints signal heads, pedestrian heads and cabinets; maintains traffic signals

in school zones, including lights and timers for the 20-mile per hour limit; replaces regulatory, warning and informational signs as needed; creates street name signs and miscellaneous traffic signs; reface faded signs; maintain an inventory of all signs and materials used for installing and making signs; maintain a sign location list; maintain the crosswalk and mini stripper; maintain all equipment used in performance of job functions; paint all street markings annually; maintain an inventory of painting equipment.

Q. JOB TITLE: TREE TECHNICIAN

Employees in this classification must possess a good working knowledge of knots and ropes; care and maintenance of general tree equipment; must possess a good working knowledge of branch and tree removal; must possess the ability to work in high places with basic climber materials (rope and saddle); must possess a thorough knowledge of safe work practices for branch removal and pruning of various species of trees.

*Minimum of two (2) years' climbing experience required.

LETTER OF UNDERSTANDING

October 10, 2011

Mr. Michael Bauer
Regional Director
AFSCME, Ohio Council 8
1603 East 27th Street
Cleveland, OH 44114

RE: Negotiations between the City of Fairview Park and the AFSCME, Local 2681, AFL-CIO

Dear Michael,

This letter will memorialize the agreement of the parties on the following issues:

1. Tradesmen/Mechanics will receive \$.15 per hour
2. Current Operators will receive training pay of \$500.00, payable in two (2) installments (January, 2012 and July, 2012) of two hundred fifty (\$250.00) dollars.
3. One Building Maintenance employee at the Gemini Center to be Laborer I.
4. One Building Maintenance employee at the Gemini Center to be Laborer II who is properly credentialed in the proper delivery of chemicals for the Aquatic Center. The Laborer II position will receive \$0.15 per hour increase.
5. All current Laborer I's interested in becoming an Operator shall apply with the Service Supervisor. Said Supervisor and his Assistant shall review the list of candidates and select those that qualify.
6. The following employees at new rate, effective January 1, 2012 will be:

Administrative Clerk Fire:	\$19.00*
Administrative Clerk Finance:	\$19.00*
Administrative Clerk Service:	\$19.00*
Clerk of Commission:	\$17.64*
Building Clerk:	\$17.64*

*These raises are in lieu of the 1% raises other employees are receiving.

Sincerely,



Eileen Ann Patton, Mayor

CITY OF FAIRVIEW PARK

ORDINANCE NO. 11-45

REQUESTED BY: MAYOR EILEEN PATTON

SPONSORED BY: COUNCILWOMAN CLEARY

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FAIRVIEW PARK, OHIO, TO ENTER INTO A CONTRACT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2681, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has conducted extensive negotiations with the American Federation of State, County and Municipal Employees, Local 2681, as the bargaining representative for certain employees of the Service Department; and;

WHEREAS, negotiations have provided a tentative agreement between the parties; and;

WHEREAS, the Administration has reviewed such proposal; recommends it to Council and requests that Council ratify and adopt such Agreement.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

SECTION 1. That the Mayor be and hereby is authorized and directed to enter into a contract with the American Federation of State, County and Municipal Employees, Local 2681, on behalf of certain employees of the service department, a copy of which is attached hereto as "Exhibit A," with such revisions that may be made by the Director of Law and approved by the Mayor without altering the substance thereof.

SECTION 2. It is found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

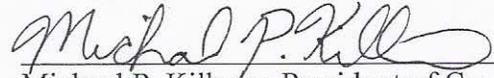
SECTION 3. That any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

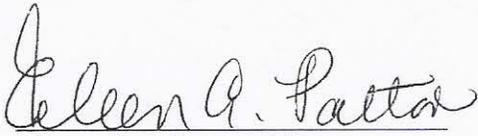
SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

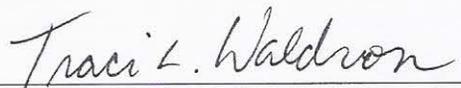
SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and immediately comply with the terms of the agreement, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

ORDINANCE 11-45
PAGE 2

PASSED: 11-07-11
APPROVED: 11-07-11


Michael P. Kilbane, President of Council


Eileen Ann Patton, Mayor


Traci L. Waldron, Clerk of Council

1st Reading: 10-17-11
2nd Reading: 11-07-11
3rd Reading: Suspended

TRACI L. WALDRON, CLERK OF THE
COUNCIL OF THE CITY OF FAIRVIEW
PARK, OHIO, DOES HEREBY CERTIFY
THAT THE ABOVE IS A TRUE COPY OF
RESOLUTION-ORDINANCE NO. 11-45
AT A MEETING OF THE COUNCIL OF THE
CITY OF FAIRVIEW PARK HELD 11-07-11

CLERK OF THE COUNCIL