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AN AGREEMENT

between

THE CITY OF CHARDON, OHIO

and

THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3824, AND OHIO COUNCIL 8, AFL/CIO

Effective: July 4, 2011

Expires: June 29, 2014

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Chardon, Ohio, hereinafter referred to as the "Employer," and the American Federation of State, County and Municipal Employees, Ohio Council 8 and AFSCME Local 3824, hereinafter collectively referred to as the "Union."

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operations of government, the Employer now enters 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 wages, hours and 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 Chardon, Ohio;
- 4) To avoid interruption or interference with the efficient operations of the Employers business;
- 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

The term "employee" or "employees" when used herein refers to all employees in the bargaining unit.

ARTICLE III

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees employed in the Public Service Department (Water/Sewer, Streets and Cemetery Divisions), excluding all management level, supervisory, confidential, part-time, seasonal, and casual employees and all other employees of the Employer. Said recognition shall continue for a term as provided by law.

ARTICLE IV

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 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 and 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 work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE V

NO STRIKE

5.01 No employee shall engage in any concerted work stoppage, slowdown, sick-out, wildcat, strike, or other job action designed to impair or impede the functions of the Employer.

5.02 Any officer or trustee of the Union, upon notice from the Employer of such job action, shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest or participate in any such job action.

5.03 The Employer shall not lock out any member of the bargaining unit.

ARTICLE VI

CHECK-OFF

6.01 The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed check-off card for the employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the deducted monies shall be remitted.

6.02 The payroll deduction shall be made by the Employer monthly, the first pay period of each month. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union monthly. Each remittance shall be accompanied by the following alphabetical lists: 1) For employees for which deductions were made, the name and address of the employee, and the amount deducted; 2) The name of each employee whose name has been dropped from the prior check-off list and the reason(s) for the omission(s).

6.03 The Union will hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract. The Employer shall notify the Union in a timely manner of any claims, demands, or suits based on the payment of dues or fairshare fee pursuant to this contract and the Employer agrees not to settle any such actions without the consent of the Union.

6.04 All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) calendar days from the employee's date of hire or (for current employees) the date of execution of this Agreement as a condition of employment, once the Union presents evidence that not less than seventy-five percent (75%) of the bargaining unit membership have signed checkoff agreement.

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

6.06 Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the name and address of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

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

ARTICLE VII 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 or disability.

7.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between the members and nonmembers.

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

ARTICLE VIII BULLETIN BOARDS

8.01 The Employer shall provide the Union with bulletin board space located in each Division. The Union shall be responsible for the care, maintenance and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 8.02, below.

8.02 No notices, memorandums, posters or other forms of communication containing any defamatory, political [except Union election notices], controversial material or any material critical of the Employer or any employee of the Employer will be posted on the bulletin boards. The Union shall supply one (1) copy of each such posted material to the Service Director prior to the posting of such material.

ARTICLE IX

UNION REPRESENTATION

9.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as Stewards. Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work.

9.02 The Employer shall recognize one (1) Steward at the Streets, Cemeteries, and Parks Divisions and one (1) Steward at the Water and Sewer Division.

9.03 The Union President and Stewards or their substitutes as described in Section 9.01 of this Article shall be allowed reasonable time to carry out the functions of their office without loss of pay during working hours.

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

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

9.05 The Union shall have the right to copy material on the Employer's photocopy machine, subject to approval by the Supervisor, which shall not be unreasonably denied.

9.06 The Union shall identify up to one (1) employee at the Streets, Cemeteries, and Parks Division and up to one employee at the Water and Sewer Division to serve on the AFSCME Bargaining Committee. Members of the AFSCME Bargaining Committee shall be permitted reasonable time off to participate in collective bargaining meetings with the City. Members of the Bargaining Committee shall be paid at straight time rates for all time spent participating in collective bargaining meeting with the City during scheduled work hours. The City, however,

shall not be obligated to pay any Bargaining Committee member beyond their regularly scheduled work day, nor shall the City incur any overtime obligations as a result of negotiations.

ARTICLE X

LABOR MANAGEMENT COMMITTEE

10.01 To provide for a means of better communication and understanding between the Union and Employer, a Labor Management Committee will be established.

- 1) The Committee will consist of no more than four (4) representatives of the Union and not more than four (4) Employer representatives.
- 2) The Committee will meet on a quarterly basis unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern, and to make recommendation to the Union and Employer.
- 3) Meetings will be held at a time mutually convenient to the parties.
- 4) At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion topics.
- 5) The President of the Union will notify the Department Head as to the Unions representatives.
- 6) Within sixty (60) days after the signing of this Agreement, the Committee shall be established.

ARTICLE XI

SAFE WORK PRACTICES

11.01 The parties agree to abide by the Employer's Safety and Health Manual. For membership on the Safety Committee, the Union shall submit three (3) names to the Employer from each Division, from which the Employer shall select one of the submitted names from each Division for membership on the Committee.

ARTICLE XII

PROBATIONARY PERIOD

12.01 All newly hired full-time employees shall serve a probationary period of one (1) year from the date of hire.

All newly promoted employees will be required to serve a promotional probationary period of six (6) months.

12.02 During such probationary periods, the Employer shall have the sole discretion to terminate such newly hired probationary employee or demote such promotional probationary

employee(s) to his previous position and any such termination or demotion shall not be appealable through any grievance or appeal procedure contained herein or to any other forum.

12.03 If a newly hired employee is terminated, discharged, or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 12.01, above.

12.04 Any newly hired or promoted employee shall be notified in writing, within five (5) working days prior to the end of the probationary period, regarding the status of his/her employment.

ARTICLE XIII

SENIORITY

13.01 Seniority shall be an employee's uninterrupted length of continuous service with the Employer commencing with the employee's date of hire. An employee shall have no seniority for the initial probationary period provided in Article XII but, upon completion of the probationary period, seniority shall be retroactive to the date of hire. Students and summer employees have no seniority or seniority rights. For non-public Service Department employees entering the bargaining unit subsequent to the effective date of this Agreement, their seniority shall be only that seniority earned while a member of this bargaining unit.

13.02 Continuous service and seniority shall be broken when an employee:

- (a) Resigns;
- (b) Is discharged for just cause;
- (c) Is laid off for a period equal to his/her seniority at the time of layoff or twenty-four (24) months, whichever is less, or;
- (d) Fails to report to work within ten (10) working days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the Employer's records, unless the employee is unable to work due to a medically proven disability as verified by the Employer's physician.
- (e) Is absent without leave for five (5) consecutive days, without notifying the Employer, unless physically unable to do so, as certified by the appropriate authority.

13.03 The Employer shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of this Agreement and annually thereafter. The seniority list shall contain, in order of date of hire, the name, classification, division, address and telephone number of each employee. The Employer shall provide the Local Union President with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

ARTICLE XIV

LAY-OFF AND RECALL

14.01 Whenever it is necessary for the Employer to reduce its forces due to lack of work or lack of funds, the employees within the effected classification in this bargaining unit, will be laid off in the following order:

- (a) Students;
- (b) Part-time and seasonal employees;
- (c) Regular full-time employees who have not completed their probationary period;
- (d) Regular full-time employees who have completed their probationary period.

14.02 Regular full-time employees shall be laid off on the basis of their seniority within their classification. When the seniority of two or more employees is equal, employees shall be laid off by the drawing of lots.

14.03 An employee laid off from his own classification may bump a less senior employee in an equal or lower paid classification in his Division, provided he is qualified and can perform the work of that classification.

14.04 A regular full-time employee shall be given a minimum of fourteen (14) days notice of a layoff.

14.05 In the event an employee is laid off, he shall receive payment on a pro rata basis for any earned but unused vacation and personal holidays as quickly as practicable, but no later than the end of the next payroll period.

14.06 Employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff will be given ten (10) working days notice of recall from the date the employee receives notice of the recall. Recall notices shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the Employer's records or as provided by the employee to the Employer.

14.07 An employee shall be eligible for recall for a period equal to his/her seniority at the time of layoff, or twenty-four (24) months, whichever is less.

ARTICLE XV

VACANCIES

15.01 For the purpose of these provisions a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular job description/classification, a

newly created job or, an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment, which the Employer intends to fill.

15.02 Whenever a vacancy occurs within the bargaining unit which the Employer intends to fill, notice of such vacancy shall be posted in all Divisions in the bargaining unit for a period of five (5) consecutive working days, not including the date of posting. During the posting period, anyone within the bargaining unit wishing to apply for the vacant position shall do so by submitting a written application, on forms provided by the Employer, to the City Manager. Postings shall contain the requirements as set forth in the job description/classification, shift and the rate of pay.

15.03 All applications filed in a timely manner will be reviewed by the City Manager or his designee within fifteen (15) working days. The job shall be awarded to the most qualified applicant. By the end of the sixteenth (16th) working day, a notice will be posted showing the name of the applicant selected or indicating no one was selected. If no application is received or none of the applicants meet the minimum qualifications for the job, the Employer may fill the job by hiring a qualified new employee.

15.04 An employee selected shall be considered to have qualified when he completes a promotional probationary period of one hundred eighty (180) calendar days.

15.05 Should an employee fail to qualify during his probationary period for a position acquired through job posting, or voluntarily requests, he shall be returned to his former position and proper rate of pay.

ARTICLE XVI

TEMPORARY TRANSFERS

16.01 If an employee is specifically assigned to work in a classification other than his own, for a period of more than five (5) consecutive days, he shall receive the higher of the two (2) rates, between his regular rate and the lowest rate of the other classification that is higher than his regular rate, for all such hours worked. The Employer will not rotate assignments for the sole purpose of avoiding the higher rate.

ARTICLE XVII

HOURS OF WORK

17.01 The normal work week for regular full-time employees shall be forty (40) hours of work of eight (8) hours each day. Except as otherwise scheduled, normal hours for the first shift shall be 7:00 a.m. to 4:00 p.m. and the Water and Sewer Division second shift 3:00 p.m. to 12:00 a.m.

17.02 There shall be two (2) fifteen (15) minute rest periods for each eight (8) hour work day.

17.03 All employees shall be allowed an unpaid one (1) hour for a meal period, except for other mutually agreed upon schedules between the Employer and Union or other operational necessity.

17.04 During winter hours, work schedules may be modified to meet the needs of the Department.

ARTICLE XVIII

NEW AND CHANGED JOBS

18.01 If substantial changes occur in the method of operations, tools or equipment of a job, or if a new job is established within the general scope of the work performed by members of this unit, the Employer shall establish and describe the content of the job and it shall establish a pay structure for that job and may implement the job. The content of the job and the pay structure shall then be reviewed with the Union.

18.02 If the parties disagree about whether a new job belongs in the bargaining unit, the Union may petition the State Employment Relations Board for unit clarification in accordance with O.R.C. 4117. If the Union does not agree with the rate of pay for the job, it can file a grievance at Step 3 of the Grievance Procedure within thirty (30) calendar days following the termination of discussions. If the grievance is arbitrated, the arbitrator shall have the same authority granted to fact-finders under O.R.C. 4117.14 to recommend a rate of pay for the job or he shall order the job placed within an existing classification's rate of pay. The parties then shall vote on the recommendation pursuant to the same requirements as established in O.R.C. 4117.14 (C)(6), except that the parties shall have fourteen (14) days to vote. If neither party rejects the report it shall become final and binding and the rate of pay shall be retroactive to the commencement of discussions between the Union and the Employer in accordance with this Article. Any rate and classification agreed to by the Employer and the Union shall become part of the bargaining unit wage schedule of this Contract.

ARTICLE XIX

SICK LEAVE

19.01 Sick leave shall be defined as an absence with pay necessitated by:

- 1) Illness or injury to the employee;
- 2) Exposure by the employee to a contagious disease communicable to other employees; and/or,
- 3) Serious illness, injury or death of the employee's spouse, children or parents, where the presence of the employee is reasonably necessary.

19.02 All employees shall earn sick leave at the rate of ten (10) hours per month and may accumulate such sick leave to an unlimited amount.

19.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore as soon as possible but at least one-quarter (1/4) hour before the start of his work shift each day he is to be absent and must speak to a person.

19.04 Sick leave may be used in segments of not less than one-quarter (1/4) hour increments.

19.05 When sick leave abuse may be indicated, 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 two (2) consecutive shifts must supply a physician's report to be eligible for paid sick leave.

19.06 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 finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

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

19.08 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 will not jeopardize the health and safety of other employees.

19.09 Sick leave usage due to the illness or injury of an employee's spouse and/or child requiring the presence of the employee is limited to eighty (80) hours in a calendar year unless additional sick leave for this purpose is authorized by the City Manager. In instances of immediate medical emergencies involving the employee's parent, the employee may use sick leave up to a maximum of forty (40) hours in a calendar year. Where such additional leave beyond the 80 hours noted above is authorized and the absence qualifies for Family and Medical Leave, the additional sick leave will be substituted for unpaid Family and Medical Leave.

19.10 Upon the retirement of an employee hired subsequent to July 21, 1983, 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 retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) 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 six hundred (600) hours.

19.11 The City Manager reserves the right, if in his discretion physical problems appear to interfere with the performance of the employee, to require an employee to submit to a physical examination by a doctor of the Employer's choice, the cost of the physical examination to be at the Employer's expense. At a minimum, each employee may be required to submit to an annual physical by a doctor of the Employer's choice, the cost of the physical examination to be at the Employer's expense.

19.12 Pursuant to the following conditions, employees may be entitled to voluntarily contribute earned, but unused accumulated sick leave for the use of another employee who has filed a written emergency request for voluntary sick leave contributions. Employees requesting the contributions must exhaust his/her own sick leave, vacation, and personal leave time due to serious illness or injury prior to receiving any contributions. In addition, the illness or injury must cause the employee to be absent from work for at least forty (40) consecutive hours.

- 1) Prior to requesting sick leave contributions from fellow employees, the affected employee must first obtain written approval from the City Manager. The City Manager's decision is final and not subject to appeal.
- 2) The maximum amount an employee may receive in sick leave contributions for any one incident is two hundred forty (240) hours.
- 3) Any employee may contribute up to a maximum of forty (40) hours of earned, but unused accumulated sick leave to the requesting employee, but must retain at least two hundred (200) hours after any contribution. Any employee so contributing shall have such contributed time deducted from his/her sick time balance.
- 4) Any contribution Agreement must be in writing and signed by the contributing employee and his/her Union representative and subject to final approval by the Employer. A copy of the Agreement shall be placed into the employee's personnel file. All time pledged is considered donated.
- 5) Any emergency contributions not used by the requesting employee shall be proportionately returned to all employees who voluntarily contributed to the requesting employee's emergency bank. No donating member may receive time back greater than what was donated.

ARTICLE XX VACATIONS

20.01 All employees shall be entitled to paid vacations in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Weeks</u>
After one (1) year, through five (5) years	2
After five (5) years, through twelve (12) years	3
After twelve (12) years, through eighteen (18) years	4
After eighteen (18) years	5

20.02 A regular full-time employee may carry over a maximum of ten (10) working days of vacation from one year to the next, with prior approval of the Manager. For the purpose of determining vacation time off, the probationary period shall be included with the regular status in

the computation of continuous service. Vacations shall be scheduled by department or division heads for their employees, subject to approval by the Manager. An employee terminating service shall be entitled to payment for accrued but unused vacation leave unless termination is by dismissal for cause or without two (2) weeks advance notice, in which case accrued vacation pay shall be forfeited. Vacation leave accrues only at the end of each full year of service and shall not be pro-rated for a partial year of service.

20.03 At the discretion of the City Manager, an employee earning more than one (1) week of vacation leave per year may work in lieu of up to one-half (1/2) of his earned vacation for that calendar year. Such employee shall be compensated at his regular rate in addition to his vacation leave pay.

20.04 For vacation requests submitted prior to March 1st of each year, where two (2) or more employees request the same vacation period and staffing requirements preclude the granting of all requests, vacation shall be approved on the basis of seniority. Vacation requests submitted on or after March 1st, shall be approved on a first come, first served basis.

ARTICLE XXI

HOLIDAYS

21.01 All full-time regular employees shall be entitled to the following holidays with full pay:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

and any one (1) special day or National Day of Mourning per calendar year, as declared by the President of the United States or the Governor of the State of Ohio. Should the schedule of Federal or State holidays included above be revised, employees shall follow the revised schedule.

21.02 Should any holiday fall on a Saturday, the preceding Friday will be observed as a paid holiday. Should any holiday fall on a Sunday, the following Monday shall be observed as a paid holiday. Holidays which occur during vacation leave shall not be charged against vacation leave.

21.03 To receive holiday pay for an observed holiday, an employee must not have been absent without leave on either the day before, on the holiday, or after a holiday. An employee on Sick Leave the day before or after a holiday shall be required to present a doctor's certificate to become eligible for holiday pay.

21.04 Employees working on a holiday enumerated above shall receive their regular eight (8) hour holiday pay plus one and one-half (1 ½) times their regular hourly rate, in cash or compensatory time at the Employer's discretion, for all hours actually worked on the holiday.

ARTICLE XXII

PERSONAL DAYS

22.01 Upon date of hire, if prior to July 1, employees are entitled to two personal days. Employees hired on or after July 1 are entitled to one personal day. All full-time employees are entitled to two personal days (16 hours) awarded at the beginning of the calendar year.

22.02 Whenever possible, requests for personal leave should be made at least twenty-four (24) hours in advance of the leave. Such requests shall not be unreasonably denied, and the Employer will use its best efforts to ensure that employee's off on prior approved personal time are not called into work. However, the parties understand that, due to the nature of the work, employees may be called in. In such circumstances, the employee will be entitled to call-in pay as set forth in this Agreement and the employee's personal time bank will be credited with the unused time off.

22.03 Any employee who uses sick leave the day before or the day after using personal time shall be required to provide a statement from his/her physician indicating the nature of the illness or injury

ARTICLE XXIII

FUNERAL LEAVE

23.01 Employees covered by this Agreement shall be entitled to up to five (5) work days off with pay to make funeral arrangements of a member of the employee's immediate family. For the purpose of this article immediate family is defined as spouse, child(ren), parents, and parents-in-law.

23.02 Employees covered by this Agreement shall be entitled to use up to two (2) work days and up to two (2) sick days to attend the funeral of the employee's grandparent, grandchild, brother, or sister.

23.03 Funeral leave shall not be deducted from any of the employee's leave credits.

23.04 Employees covered by this Agreement shall be entitled to use up to three (3) sick days to attend the funeral of the employee's brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

ARTICLE XXIV

MILITARY LEAVE

24.01 In accordance with the State Law, any employee who presents official orders requiring his attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to military leave. Such military leave shall be in addition to authorized vacation leave. Any employee who enters extended military service with the Armed Forces shall be granted a leave of absence without pay to extend until ninety (90) days beyond the termination of such service.

24.02 It is the intent of this Article to effect exact compliance with the provisions of the Universal Military and Service Act, 50 U.S.C. 459, and the provisions of said Act, as amended, are incorporated herein by reference and applicable state law.

ARTICLE XXV

LEAVES OF ABSENCE AND JURY DUTY

25.01 Temporary leaves of absence with or without pay, for training purposes or for other objectives may be granted, at the Manager's discretion, for such periods as he determines appropriate. The granting of step movement during the leave shall be determined at the time of granting such leave.

25.02 Employees called in for jury duty or subpoenaed as a witness in a matter which is work related, shall be paid at their regular rate of pay less any compensation received through the courts for the jury or witness duty. Jury or witness duty as defined herein, shall not be charged against the employee's holiday, sick, or vacation leave.

ARTICLE XXVI

INJURY LEAVE

26.01 When an employee is injured while working for the Employer, necessitating absence from work for more than eight (8) consecutive calendar days, the employee shall be eligible for paid leave not to exceed ninety (90) calendar days in lieu of receiving payments from the Bureau of Workers' Compensation during such leave. Any leave requested under this Article shall be in writing and include written medical documentation verifying the employee's inability to perform job duties.

26.02 The leave, at the Manager's sole discretion, may be extended for additional thirty (30) calendar day periods, or parts thereof, if the employee's inability to perform job duties continues beyond ninety (90) days.

26.03 Leaves granted under this article shall not be deducted from any of the employee's accrued leave benefits, including sick or vacation leave.

26.04 At any time, the Employer shall have the right to require the employee to have an examination by a physician appointed and paid by the Employer. A physician's certification that the employee is unable to return to work due to the injury is a condition precedent to the employee receiving any benefits under this Article. The examining physician's opinion shall determine whether the employee is able to perform his/her regular job duties, but shall not determine whether the Employer shall extend the period of leave.

26.05 If the examining physician confirms that the employee is able to perform light duty, and the Employer determines that light duty is available, the Employer may, at its sole discretion, assign the employee to light duty during the injury leave period.

ARTICLE XXVII

FAMILY AND MEDICAL LEAVE ACT

27.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth hereinbelow.

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

- a. The birth of a son or daughter, and to care for the newborn child;
- b. The placement with the employee of a son or daughter for adoption or foster care;
- c. To care for the employees spouse, son, daughter, or parent with a serious health condition; and,
- d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

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

27.04 Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

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

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

27.07 Sick leave events which continue five (5) days or more will require completion of a WH380 Form.

27.08 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

27.09 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule, unless specifically approved in the sole discretion of the Employer.

27.10 Employees will be obligated to pre-pay the employee share of health care group accident or other benefit through the Director of Finance. The City of Chardon will cease to pay the City's share of the premium if the employees payment is more than thirty (30) days late.

ARTICLE XXVIII

UNION LEAVE

28.01 At the request of the Union, and subject to operational needs, a leave of absence without pay shall be granted to employees who have completed their probationary period and who are required to attend a Union convention or other Union function for the duration of such function.

ARTICLE XXVIX

SUPERVISORS

29.01 Supervisors may perform any work consistent with their Job Descriptions.

ARTICLE XXX

SUBCONTRACTING

30.01 Except for emergencies, not less than fifteen (15) days prior to subcontracting any work solely and normally performed by bargaining unit employees, the Employer agrees to notify the Union.

The Employer shall provide the Union with a copy of any Advertisement for Bid prior to putting it out for bid, and shall consider written proposed alternatives timely submitted by the Union.

Submission to the Union shall not impede the Employer's timetable for the project.

ARTICLE XXXI

OVERTIME AND CALL OUT PAY

31.01 Overtime shall be defined as any hours in pay status in excess of forty (40) hours in the seven (7) day work period. Overtime shall be compensated at one and one-half (1 ½) the employee's regular hourly rate in wages, or compensatory time, at the Employer's discretion.

31.02 Employees who are called in to work on their scheduled time off, when not on pager standby, and when such time does not abut or overlap their regularly scheduled shift, shall be entitled to a minimum of two (2) hours of compensation and/or work at one and one-half (1 ½) times the regular rate, in pay or compensatory time, at the Employer's discretion.

31.03 For the purpose of computing overtime pay or compensatory time credit, holidays, vacations, paid sick leave, and any other time spent in active pay status shall be counted as hours and days worked.

31.04 Employees shall be entitled to accumulate compensatory time to the amount permitted by law and shall be permitted to use said time, provided notice is given the day prior and operational needs allow. Once an employee's compensatory time accrual reaches one hundred twenty (120) hours, the Employer may require the employee to take compensatory time off.

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

31.06 Compensatory time off will be at a time mutually agreeable to the employee and the Department Head, except as set forth in Section .04, above.

31.07 The Employer shall continue to provide the overtime adjustment bonus based on current practices.

ARTICLE XXXII

STANDBY PAY

32.01 The Employer shall provide pagers, or other communication equipment, to all employees on standby. Employees assigned to standby duty shall be compensated for four (4) hours straight time per week which shall cover all hours the employee is on call. When responding to a call from standby duty, the employee shall be compensated according to Article XXX Overtime and Call Out Pay, and shall receive a minimum of one hour compensation. The Standby list shall include all employees, except the following: Street Superintendent, Water/Sewer Superintendent, Lab Technician, Lab Analyst, Operators and Foreman.

If an employee on standby fails to clock-in without supervisory approval within thirty-eight (38) minutes of receiving notification, the employee shall be subject to disciplinary action and/or loss of standby pay for the week.

ARTICLE XXXIII

UNIFORM/SHOE/SAFETY ALLOWANCES

33.01 Each employee shall receive an initial outfitting of outerwear not to exceed four hundred seventy dollars (\$470.00). Each year thereafter, employees may purchase replacement outerwear as approved by the Employer in an amount not to exceed two hundred thirty-five dollars (\$235.00), which shall be prorated based on the first year's length of employment. The unspent amount of which may be carried over into the succeeding year. In addition, the Employer shall provide each employee with eleven (11) sets of uniforms and cleaning therefore within sixty (60) days of hire.

33.02 Each employee shall receive not more than one hundred and fifty dollars (\$150.00) per year for the purchase of safety footwear approved by the Employer. Any amount not spent shall not be carried over into the succeeding year.

33.03 The Employer shall provide personal protective gear (i.e., eyewear, hearing protection, helmet, etc.) as may be required by law and approved by the Employer.

33.04 Upon termination of employment, an employee shall be required to turn in to the employer any useable uniforms and equipment either issued to the employee by the employer or purchased by the employee through the uniform allowance.

The Employer shall make the request for uniform items and equipment to be turned in by the employee in writing, and shall list all items to be turned in.

ARTICLE XXXIV

HEALTH INSURANCE

34.01 The Employer will provide health and dental insurance coverage consistent with the other Employer's employees to the members of the bargaining unit.

34.02 The Employer and the Union agree, however, to reopen negotiations on this Article if the Employer is requesting the employees to contribute more than ten percent (10%) of the monthly health and dental insurance premium.

34.03 On May 1 of each year, the Employer agrees to provide term life insurance for each employee in an amount twice his/her annual base salary on that date. The policy shall include a provision for double indemnity in the event of accidental death.

34.04 Employees shall make an annual election based upon the plan year during a period designated by the Employer whether to participate in the Employer provided health and dental insurance.

ARTICLE XXXV

TAX DEFERRAL: EMPLOYEE
CONTRIBUTIONS TO P.E.R.S.

35.01 Pension Pick-Up (Salary Reduction Method). The Employer agrees to continue a pension pick-up program, which will reduce the employee's federal and state taxable gross income by the amount of the employee's contribution to the Public Employee Retirement System.

ARTICLE XXXVI

LONGEVITY

36.01 Employees hired on or before April 1, 2009, shall receive longevity payments after the required length of continuous full-time employment with the Employer pursuant to the following schedule:

After 5 years	\$ 500
After 10 years	\$1,000
After 15 years	\$1,500
After 20 years	\$2,000
After 25 years	\$2,500

36.02 Employees who were employed with the City on or before April 1, 2009 shall continue to be eligible to receive longevity benefits in accordance with the provisions and schedule contained in Section 36.01, as long as they remain employees of the City (in accordance with the

provisions contained in Article XIII). Any employees hired after April 1, 2009 shall not be eligible to receive benefits under the provisions of 36.01, providing the City does not offer a longevity benefit to any non-bargaining unit employee(s) hired after April 1, 2009. In the event that the Employer provides longevity benefits to a non-bargaining unit employee(s), the Union shall have the right to re-open the contract for negotiations over the issue of longevity in accordance with the provisions contained in O.R.C. 4117 (including all impasse provisions contained therein).

ARTICLE XXXVII

PERSONNEL RECORDS

37.01 One (1) official personnel file shall be maintained for each employee and shall be in the custody of the City Manager or his designee. The personnel file shall contain official records of the Employer regarding an individual employee.

37.02 An employee may review his personnel file upon at least a five (5) working day's advance written request. Copies of documents shall be made available to the employee; said copies shall be marked "employee's copy." The confidentiality of matters contained in a personnel file shall be the responsibility of the City Manager, who shall release only such information permitted and required by law.

37.03 If, upon examining his personnel file, an employee has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Manager explaining the alleged inaccuracy. If the City Manager concurs with the employee's contentions, he shall either correct or remove the faulty document or attach the employee's memorandum to the document in the file and note thereon his concurrence or disagreement with the memorandum's contents. The decision of the City Manager with regard to the inaccurate documents shall be final.

37.04 All actions of records, including written reprimands, suspensions, or dismissal, will be maintained in each employee's personnel file throughout his period of employment, with the exception that records of written reprimands will be removed from the file upon the written request of the employee two (2) years after such was given if no further disciplinary action has occurred. In any case in which a written suspension or dismissal is disaffirmed following appeal, the personnel record shall clearly indicate such disaffirmance. Copies of commendations, letters of appreciation, and like matters concerning an individual employee shall also be maintained in his personnel file.

37.05 Except in actions to terminate employment, records of disciplinary action resulting in a suspension of up to three (3) days shall cease to have force and effect or be considered in future discipline matters three (3) years after the effective date of the suspension, providing there have been no intervening disciplinary actions.

37.06 Except in actions to terminate employment, records of disciplinary action resulting in a suspension of more than three (3) days shall cease to have force and effect or be considered in

future discipline matters five (5) years after the effective date of the suspension, providing there have been no intervening disciplinary actions.

ARTICLE XXXVIII

WAGES

38.01 All wage rates will be paid in accordance with Appendix A, which is attached, for the first two (2) years of the Agreement.

On or before February 28, 2013, the Employer will provide the Union with the Actual General Fund Revenues generated by Municipal Income Taxes for the City ("Tax Revenues") for calendar years 2011 and 2012. If the Tax Revenues for 2012 are less than 1.25% greater than the Tax Revenues of 2011, a wage freeze shall be in effect from July 1, 2013 through June 29, 2014 ("Final Year of CBA"). If Tax Revenues for 2012 are between 1.25% and 2.5% greater than 2011, then Employees shall receive a total 1% wage increase for the Final Year of the CBA. If Tax Revenues for 2012 are between 2.5% and 4.5% greater than 2011, then Employees shall receive a total 2% wage increase for the Final Year of the CBA. If Tax Revenues for 2012 are 4.5% greater than 2011, then Employees shall receive a total 3% wage increase for the Final Year of the CBA.

38.02 An original appointment of an employee shall be made at the lowest step within the salary schedule; however, the Employer may make an appointment above the lowest step based on an employee's qualifications and experience. After successfully completing the probationary period, as determined by a performance evaluation, an employee in original appointment will be advanced to the next step within schedule. Thereafter, advancement within the pay schedule shall be based on completion of one year of satisfactory service as determined by performance evaluation. If, in the Employer's opinion, an employee's evaluation does not merit a step increase, the employee may continue to be compensated at a lower rate or at a rate between steps. However, the aforementioned shall not preclude the Employer from advancing an employee more than one step as determined by performance evaluation at the Employer's discretion.

ARTICLE XXXIX

LICENSES

39.01 Employees who possess the below listed licenses shall receive additional annual pay, upon receipt of the following licenses issued by the State:

Class I Wastewater Treatment License	\$132
Class II Wastewater Treatment License	\$198
Class III Wastewater Treatment License	\$550
Class I Water Treatment License	\$132
Class II Water Treatment License	\$198
Class III Water Treatment License	\$550

39.02 Employee expenses incurred while attending prior approved training seminars, conferences, etc., shall be paid pursuant to the Employer's Policies and Procedures.

ARTICLE XL

EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

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

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

40.04 With cause, the Employer may request the employee to seek assistance.

ARTICLE XLI

COMMERCIAL DRIVERS LICENSE

41.01 The Employer shall provide reasonable training to those employees who are required to acquire knowledge necessary to pass the commercial drivers license (CDL) exam. If the training does occur during normal working hours, employees shall be permitted time off to participate in the training the first time they take the test. The employee must acquire the CDL, when required, prior to completion of ninety (90) days of employment.

41.02 The Employer shall reimburse the initial cost of the CDL, or CDL license renewal fee required to obtain the license to perform the employee's duties upon completion of the license. Receipts must be provided for reimbursement.

41.03 In the event an employee loses his CDL, the Employer may place the employee into another normally used available job he is capable of performing at the new job's regular wage rate, if, in the Employer's discretion, such job exists.

41.04 If the Employer determines no other job is available, the employee shall be placed on unpaid leave of absence, not to exceed six (6) months, with no right to unemployment compensation. If the employee obtains his CDL within thirty (30) days of being placed on the unpaid leave of absence, he shall be returned to his previous position. If he obtains his CDL between thirty (30) days and six (6) months after being placed on the unpaid leave, he shall be

returned to his previous job as soon as an opening is available. No reinstatement rights exist after six (6) months from the date of the commencement of the unpaid leave of absence.

41.05 Employees required to take the driving portion of the CDL exam may be permitted to use an Employer vehicle for that exam.

41.06 An employee may utilize appropriate accrued, paid leave in the six (6) month period referenced in 41.04, above.

ARTICLE XLII

HEADINGS

42.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall effect any interpretation of any article or section.

ARTICLE XLIII

GENDER AND PLURAL

43.01 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 XLIV

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 not specifically referred to or covered in the 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.

ARTICLE XLV

TOTAL AGREEMENT

45.01 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 advance notice to the Union.

ARTICLE XLVI

CONFORMITY TO LAW

46.01 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.

46.02 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.

46.03 Should any provision or provisions of this Agreement be invalid as outlined above and upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

ARTICLE XLVII

LEGISLATIVE APPROVAL

47.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XLVIII

DISCIPLINARY PROCEDURE

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

48.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

- C. 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.

48.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

48.04 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.

48.05 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.

48.06 Discipline shall not be implemented until either:

1. The matter is settled, or
2. The employee fails to file a grievance within the time frame provided by this procedure, or
3. The penalty is upheld or a different penalty is determined by the City Manager at Step 4 of the grievance procedure.

48.07 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;
3. The employee is entitled to representation by a Union representative at every step of the proceeding.

48.08 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority may hold an informal meeting with the employee for the purpose of discussing 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 she/he is entitled to representation by the Union during the initial discussion.

- 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 the Union. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. 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 4 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

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

48.10 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 notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

48.11 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole 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 concurrent with or subsequent to the decision at Step 4 of the Grievance Procedure.

48.12 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., suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE XLIX

GRIEVANCE PROCEDURE

49.01 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 and, except at Step 1, shall have the right to be represented by

the Union at all stages of the Grievance Procedure. 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.

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

- 1) Grievance - A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- 2) Aggrieved Party - the “aggrieved party” shall be defined as only an employee or group of employees within the bargaining unit actually filing a grievance or the Union.
- 3) Party in Interest - A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- 4) Days - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

49.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- 1) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 2) 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 his representative, if any.
- 3) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- 4) The preparation of grievances shall be conducted only during non-working hours.
- 5) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without 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 upon the Employer or Union in future proceedings.

- 6) The existence of this Grievance procedure, hereby established, shall be the sole and exclusive procedure for resolution of disputes concerning any type of discipline or discharge actions, or any other dispute arising under this Agreement.
- 7) The Union shall have the right, at or before Step 3 of this procedure, to modify a pending grievance in order to clarify pertinent procedural matters (e.g., section allegedly violated, scope of relief requested, etc.), provided, however, that the basic issue raised by the grievance may not be changed.
- 8) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- 9) 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.

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

- 1) An employee who believes he may have a grievance shall notify his immediate supervisor 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 representative. The supervisor and the employee, along with the employee's representative, will discuss the issues in dispute with the objective of resolving the matter informally.
- 2) If the dispute is not resolved at Step 1, it shall be reduced in writing by the aggrieved party and/or his representative, if any, and presented as a grievance to the aggrieved party's supervisor within five (5) days of the informal meeting, 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 Union, within five (5) days of the receipt of the written grievance.
- 3) If the aggrieved party initiating the grievance is not satisfied with 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 decisions shall be submitted with the appeal. The Department Head shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the

aggrieved party and the Union. The Department Head shall issue a written decision to the aggrieved party, with a copy to the Union, within fifteen (15) days from the date of the meeting.

- 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 Manager 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 Manager, 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 representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Manager, or his designee, shall issue a written decision to the employee, with a copy to the Union, if any, within fifteen (15) days from the date of the meeting. If the Union is not satisfied with the decision at Step 4, they may proceed to the Arbitration Procedure herein contained.

ARTICLE L

ARBITRATION PROCEDURE

50.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) calendar days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the Union may submit the grievance to arbitration. Within this ten (10) calendar 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, then the panel members' names will be stricken alternately until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

50.02 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.

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

50.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

50.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the arbitration. All other costs shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a "split award", the arbitrator shall split his fees and expenses equally.

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

50.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) James Mancini; 2) Robert Stein; 3) Nels Nelson

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

ARTICLE LI

DURATION

51.01 This Agreement shall become effective at 12:01 a.m. on July 4, 2011, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, June 30, 2014.

ARTICLE LII

MODIFICATION

52.01 Amendments to and modifications of this Contract may be made by mutual agreement of the parties. The party proposing to amend or modify the Contract shall so notify the other in writing. Within thirty (30) working days thereafter, the parties shall meet to discuss the proposed amendment or modification subject to the provisions of Revised Code 4117.01 et. seq.

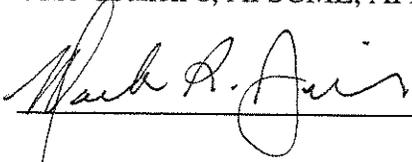
ARTICLE LIII

EXECUTION

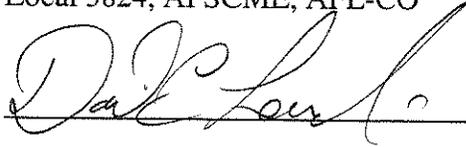
53.01 IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2012.

FOR THE UNION:

Ohio Council 8, AFSCME, AFL-CIO

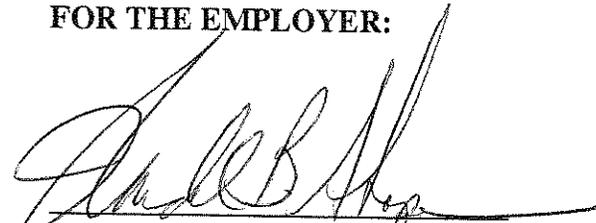


Local 3824, AFSCME, AFL-CO





FOR THE EMPLOYER:



Randal B Sharpe, City Manager

EMPLOYEE RIGHTS

You have been served with a Notice OF Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within 5 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will schedule a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have Union representation at this meeting.
4. The Appointing Authority will report his/her decision within 5 working days following the close of the hearing.
5. You will have 10 working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least 5 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Appointing Authority.

____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: _____

(If more space is needed, attach extra sheets of paper)

Signature: _____

Date: _____

Approved: Date: _____

Appointing Authority Signature: _____

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

APPOINTING AUTHORITY

STEP 2 SUMMARY

To the Employee and Appointing Authority

Please complete this form showing the disposition of the proposed discipline following your informal meeting. One copy should be retained by the Appointing Authority and one by the Employee and his/her representative, if any.

DISCIPLINARY MATTER SETTLED:

Discipline to be imposed: _____

Effective (Date): _____

Employee Signature

Date

Appointing Authority Signature

Date

DISCIPLINARY MATTER NOT SETTLED:

I hereby request a formal grievance be filed at Step 3 of the Grievance Procedure.

Employee Signature

Date

APPENDIX A

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3824, AND OHIO COUNCIL 8, AFL-CIO**

Article XXXVII

WAGES

Pay Grade

Position

1

Maintenance Worker
Sexton

2

Laboratory Analyst

3

Laboratory Technician
Mechanic

4

Operator

APPENDIX A

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3824, AND OHIO COUNCIL 8, AFL-CIO**

Article XXXVIII

WAGES

Pay Grade

Position

1	Maintenance Worker Sexton
2	Laboratory Analyst
3	Laboratory Technician Mechanic
4	Operator

EFFECTIVE 7-4-11 through 6-30-13

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	15.47 (\$32,177.60)	16.24 (\$33,779.20)	17.05 (\$35,464)	17.90 (\$37,232)	18.80 (\$39,104)	19.74 (\$41,059.20)
2	16.91 (\$35,172.80)	17.76 (\$36,940.80)	18.65 (\$38,792)	19.58 (\$40,726.40)	20.56 (\$42,764.80)	21.59 (\$44,907.20)
3	18.50 (\$38,480)	19.43 (\$40,414.40)	20.40 (\$42,432)	21.42 (\$44,553.60)	22.49 (\$46,779.20)	23.61 (\$49,108.80)
4	21.19 (\$44,075.20)	22.25 (\$46,280)	23.36 (\$48,588.80)	24.53 (\$51,022.40)	25.76 (\$53,580.80)	27.05 (\$56,264)

Wage rates for the 3rd year of the contract will be determined in accordance with Article 38, Section 38.01, 2nd paragraph and the wage schedules will be so adjusted.