



11-MED-10-1397  
1959-06  
K30431  
01/27/2014

AGREEMENT  
between  
THE CITY OF RAVENNA  
and  
LOCAL 3812, CITY OF RAVENNA  
OHIO COUNCIL 8, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

**Effective: January 1, 2013**  
**Expires: December 31, 2015**

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**ARTICLE 1  
PREAMBLE**

1.01 This Agreement is made and entered into by and between the City of Ravenna, Ohio, hereinafter referred to as the “EMPLOYER”, and Local 3812, Ravenna City and Ohio Council 8, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “UNION”.

The parties hereto agree as follows:

**ARTICLE 2  
PURPOSE AND INTENT**

2.01 In an effort to have harmonious and cooperative relationships with its employees and the Union and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement with the Union 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 all matters pertaining to wages, hours, or 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 Ravenna, 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 between the parties.

**ARTICLE 3  
RECOGNITION**

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent and representative as herein defined, for the purpose of collective bargaining on any and all matters related to wages, hours, terms, and other conditions of employment for the bargaining unit listed below:

**BARGAINING UNIT:**

The bargaining unit shall include all full-time and regular part-time employees including:

- Utilities Operator
- Water Meter Foreman
- Water Plant Maintenance Foreman
- Water Plant Maintenance Worker
- Water Plant Operator
- Water Plant Operator I
- Water Plant Operator II
- Water Plant Operator III
- Waste Water Plant Operator
- Waste Water Plant Operator I

Waste Water Plant Operator II  
Waste Water Plant Operator III  
Waste Water Plant Maintenance Worker  
Chemist/Chief Operator  
Meter Reader-Repairman  
Mechanic  
Water Service Worker I  
Water Service Worker II  
Street Department Foreman  
Utility Foreman  
Service Worker I  
Service Worker II  
Semi-skilled Laborers  
Laborers  
Fire Secretary  
Service Department Clerk

**3.02** Supervisory management employees excluded from the bargaining unit shall not perform any bargaining unit work with the exceptions of Assistant Superintendents and Superintendents who may perform bargaining unit work normally performed by bargaining unit employees, to instruct, train or under emergency conditions, and to the extent that they have performed such work prior to the effective date of this agreement, and provided however, such work is diminimus in nature and such work is not expanded or eliminates bargaining unit work.

**3.03** When the Employer creates a new classification that has responsibilities and duties that are the same or similar for existing bargaining unit classifications, or have a community of interest thereto, such new classification/s shall be reviewed by the parties to determine its inclusion or exclusion from the bargaining unit.

**3.04** For purpose of provisions of this agreement, an emergency is defined as circumstances beyond the control of the City, such as an Act of God, riot, flood, civil disorder and other similar acts upon declaration of said emergency by the Mayor, or the Governor of the State of Ohio. In the event of such an emergency, bargaining unit employees are expected to report to work if so ordered.

#### **ARTICLE 4 DUES DEDUCTION/CHECK OFF/FAIR SHARE FEE**

**4.01** During the terms of this Agreement, the Employer shall deduct initiation fees, assessments established by the Union and the regularly monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. New authorization forms will be required from any employees in the Union for whom the Employer is currently deducting dues.

**4.02** The initiation fees, dues or assessments so deducted shall be in the amounts established by

the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify in advance of when amounts are due to the Employer the amounts dues and owing from the employees involved.

**4.03** The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that date, such amounts shall be deducted from the next or subsequent pay.

**4.04** A check in the amount of the total dues withheld from those employees authorizing a checkoff deduction, shall be forwarded to the Treasurer of AFSCME, Ohio Council 8, 6800 N. High Street, Worthington, Ohio 43085, care of Controller. With such warrant shall be an alphabetical listing of employees for which a checkoff deduction was made. Such warrant shall be forwarded within thirty (30) days from the date of making such deductions.

A copy of such warrant and alphabetical list shall also be forwarded to the President of the local Union during the same period through interoffice mail.

**4.05** The Union hereby agrees to hold the City 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 City for any such liabilities or damages that may arise.

**4.06** Bargaining unit employees, during the term of this Agreement, may only cancel dues deductions/checkoff, by directing a certified letter to the Union and the Employer within the ten (10) day period immediately prior to December 31st, each year of the agreement.

**4.07 FAIR SHARE FEE:**

All present employees within the bargaining unit who are members of the Union shall remain members of the Union. Effective January 1, 1987, all employees in the bargaining unit who sixty (60) days from date of hire are not members in good standing of the Union shall pay a fair share fee to the Union.

All employees hired prior to or after January 1, 1987, who do not become members in good standing of the Union effective sixty (60) days from the employee's date of hire shall pay a fair share fee. The fair share fee amount shall be certified to the City by the Treasurer of the local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic, and will not require a written authorization for payroll deduction.

The City shall notify each new employee at the time of hire of such employee's right to join the Union, or in the alternative the obligation for a fair share fee; and the City shall provide each such employee with an authorization card in the form provided to the City by the Union upon request of the employee. The City agrees to provide all current bargaining unit employee with a copy of the new contract within thirty (30) days of the signing of the agreement.

**ARTICLE 5  
NON-DISCRIMINATION**

**5.01** Neither the City, its agents, agencies, or officials, nor the Union or its agents or officers will discriminate against any member or employee on the basis of age, sex, marital status, race, color, religion, national origin, handicap, political affiliation or for the purpose of evading the spirit of this Agreement. The Employer and the Union agree not to interfere with the desire of any person to become or remain a member of the Union.

**5.02** The Employer agrees not to discriminate against any member of the bargaining unit for his/her activity on behalf of, or membership in, the Union. The Union shall be totally responsible for its acts of discrimination.

**ARTICLE 6  
GENDER AND PLURAL**

**6.01** Whenever the content 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 wether in the masculine, femininc or neuter gender shall be construed to include all of said genders.

**ARTICLE 7  
UNION RIGHTS/REPRESENTATION**

**7.01** The Union shall have the exclusive right to determine and select representatives as they deem necessary. Representation shall be without interference, or reprisal from the Employer. Representation shall be to the extent that representatives must receive prior approval from their supervisor, and shall have the right to represent any employee in the bargaining unit upon their request, or as otherwise provided for under the provisions of this agreement. Such time off or representation shall not be arbitrarily withheld by the Employer, and shall be without loss of pay or benefits and shall include grievance and arbitration procedure. No representative shall be paid for any time during their off duty hours. Representation on the local Union level shall mean steward or their designee.

**7.02** The Union shall have the right to maintain and solicit membership or other internal Union business during non-work time.

**7.03** Ohio Council 8 or International Representatives including local Union officers may consult with employees in the work areas or at any City facility or property before, during, or after the normal working hours for the purpose of adjusting grievances, assisting in the settlement of disputes, or carrying into effect the provisions, terms and conditions of this Agreement. Such access shall not interfere with work in progress.

Council and International representatives are required to give no less than two (2) hours advance notice, and such advance notice is waived when less than two (2) hours notice cannot be given.

Unless the Service Director or Mayor determines that, for safety reasons, the Union representative should not have access to a work area, access during working hours cannot interrupt assigned duties of employees.

**7.04** The Union will notify the Employer in writing of the name, department, of its officers, stewards or other local Union representatives to act on behalf of the Union. The Union will keep such notice reasonably current.

**7.05** Officers, stewards, staff representatives of the Union, may use Employer telephones with prior approval from the supervisor which cannot be unreasonably denied for local calls for any matter covered under this agreement, without charge.

**7.06** All relevant and necessary information needed by the Union, to process a grievance or to represent an employee under the terms and conditions of this agreement, shall be provided to the Union upon request. Reasonable requests for copies shall be at no charge to the Union or the employee affected.

## **ARTICLE 8 MANAGEMENT RIGHTS**

**8.01** Nothing in this Agreement shall be construed as delegating to other the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

**8.02** The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or his designated representatives.

**8.03** 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; 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 rules and regulations; 6) determine the work assignments of its employees; 7) determine basis for selection, retention and promotion of employees to or for positions not with 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 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) transfer or subcontract work; 14) consolidate, merge or otherwise transfer any or all of its facilities, property, processes of 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 of work; 15) terminate or eliminate all or any part of its work or facilities.

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

## **ARTICLE 9 HEADINGS**

**9.01** It is understood and agreed that the use of headings before articles is for convenience only and identified the articles of the agreement.

## **ARTICLE 10 SEVERABILITY**

**10.01** Should any Article or provision of this Agreement be held or be declared invalid by any court of competent jurisdiction, or found to be in conflict with State and/or Federal Laws, all other provisions of the Agreement shall remain in full force and effect.

**10.02** Should any provision or provisions of the Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and negotiate a modification or legal alternative of the invalidated provision or provisions.

## **ARTICLE 11 NO STRIKE**

**11.01** The Union does hereby affirm and agree 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.

**11.02** 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 with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

**11.03** It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damages to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, and any and all other remedies permissible according to law.

**ARTICLE 12  
NO LOCKOUT**

**12.01** The Employer agrees not to lock out or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on employees or an employee organization regarding a labor relations dispute.

**ARTICLE 13  
DISCIPLINARY PROCEDURES**

**13.01** It is understood that the Mayor/Safety Director has the right to discipline employees, and no such employee shall be reduced in pay or position, suspended or terminated except for just cause, and only for reasons of incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, or failure of good behavior.

The following is intended to establish the procedure for discipline:

**13.02** An employee being disciplined, or questioned or called to a meeting by the Mayor/Safety Director or any other management/supervisory employee, shall have the right upon request, to Union representation, with the Employer promptly calling for an appropriate representative before proceeding. All notices dealing with discipline, shall state and type and amount of discipline imposed and all the reasons for the disciplinary action taken, with a copy forwarded or given to the Union President or designee.

**13.03** Corrective progressive discipline shall be continued to be used and must be used in all cases except those where, in the opinion of the Employer, the circumstances of an offense or violation are of such a serious nature that prior progressive discipline is not required and is impossible to be applied or is expected. Progressive discipline shall include counseling with the employee, oral reprimands, written reprimands, minor suspensions, major suspensions, reduction in pay and/or position and dismissal.

**13.04** Any employee who has a written disciplinary action in his personnel or employee file shall have the opportunity to place a response regarding the disciplinary action.

**13.05** The Employer agrees that all disciplinary actions/procedures shall be carried out in private and in business like manner.

**13.06** If a holiday, as defined in this Agreement, falls while an employee is under suspension, the holiday shall count as one of the suspension days and the employee shall not be paid for the holiday if the holiday falls during the suspension period.

**13.07** Discipline should be issued within a reasonable period of time after the incident or reason giving rise to the discipline or within a reasonable period of time after the City is made aware of the incident or reason for such discipline.

“Reasonable Period of Time” shall not exceed thirty (30) days, unless the individual or

individuals involved are not ascertainable at the time of the discovery or reason giving rise to the discipline.

#### **ARTICLE 14 BULLETIN BOARDS**

**14.01** The Union may provide its own bulletin boards adjacent to City bulletin boards. Bulletin boards only for the following:

1. Union meetings;
2. Union nominations and elections and results;
3. Recreational and social affairs of the Union;
4. Reports of Union committees;
5. Ruling or policies of the International Union, Ohio Council 8, or Local 3812, AFSCME.

**14.02** Notices shall not contain anything political or anything reflecting upon the City, its employees, its officials, or labor organizations.

#### **ARTICLE 15 GRIEVANCE PROCEDURE**

**15.01 PREAMBLE.** Every employee shall have the right to process grievances in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented by a representative of 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.

**15.02 DEFINITIONS.** For the purpose 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 misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) **Days** - a "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

**15.03 GRIEVANCE PROCEDURE.** The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) **Content of Grievance Form** - All grievances shall include the name and position of the GRIEVANT; 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 said grievance, if known to the GRIEVANT; and a general statement of the nature of the grievance and the redress sought by the GRIEVANT.

- b) **Response to Grievances** - All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the GRIEVANT and the Union.
- c) **Group Grievances** - A grievance can be initiated by the Union or an aggrieved bargaining unit employee. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting each such bargaining unit employee in the same manner, the Union shall process the grievance(s). If a grievance affects a "group/department wide" controversy, it may be submitted at Step 3 (2) by the Union. All individuals in a group or department wide grievance must be identified.
- d) **Informal Resolution of Grievances** - Prior to the formal resolution of the Grievance nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his immediate supervisor and having said matter informally adjusted provided that the adjustment is not inconsistent with the terms of this Agreement. Adjustment pursuant to this section shall not create a precedent or ruling binding upon either party in future proceedings.
- e) **Time Limits** - It is the Union's and employer's intention that all time limits in the above grievance procedures shall be met. To the end of encouraging thoughtful responses at each step, however, the Union and employee's designated representative may mutually agree at any step to extensions of any of the time limits imposed herein, but any such agreement must be in writing and signed by the parties. In the event that the employer fails to timely file a response to a step in the grievance, it is mutually agreed that the grievance is deemed denied and shall automatically proceed to the next step.

**15.04 ADMINISTRATION OF GRIEVANCES.** All grievances shall be administered in accordance with the following procedure:

a) **Immediate Supervisor - Step 1**

1. All grievances shall be reduced to writing by the Union and signed by the Grievant and shall be presented to his or her immediate supervisor within ten (10) days after the events or circumstances giving rise to the grievance. A grievance submitted beyond the ten (10) day limit need not be honored, although it may be processed if the time limits are waived at this step.

2. The parties may meet to discuss and try to resolve the grievances within five (5) days of receipt of the written grievance, the immediate supervisor shall affix his written response to the grievance, date and sign his response, and return it to the grievance and a copy forwarded to the Union. If the issue is not resolved at Step One (1) it may be pursued by the Union to Step Two (2) with exceptions.

**Step 2.** If the dispute is not resolved informally at Step One (1), it shall be reduced to writing by the Union and signed by the grievant, with the exception of policy grievances as defined in Article 15, Section 15.03 [C] of the Agreement and presented as a Grievance to the Service Director within five (5) days of the informal meeting or specifications of the supervisor's decision at Step 1, whichever is later, but not later than five (5) days from the date of the meeting if the supervisor fails to give the employee an answer. The Superintendent will schedule a meeting

with the grievant and Union representative within five (5) days of the receipt of the grievance and attempt to adjust the grievance. The Superintendent shall respond in writing to the grievant and representative within five (5) days of such meeting.

**Step 3.** If the Union is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor/Safety Director or in his absence, his designee shall convene a hearing within seven (7) days of receipt of the appeal. The hearing will be held with the aggrieved party, his representative, and Ohio Council 8 staff Representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor/Safety Director or in his absence, his designee shall issue a written decision to the employee's representative, the Local President and the employee within seven (7) days from the date of the hearing.

## **ARTICLE 16 ARBITRATION PROCEDURE**

**16.01** 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 a timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3, or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within the next thirty (30) day period, the parties will meet to mutually agree upon an Arbitrator selected from the permanent panel under Section 16.07. If such agreement is not reached, then the panel members names will be stricken alternately until one name remains who shall be designated the Arbitrator to hear the grievance in questions.

**16.02** 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.

**16.03** The Arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual agreement of the parties.

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

**16.05** The fees and expenses of the arbitrator will be equally shared by the parties to this Agreement. 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, with the Employer providing a permanent hearing room.

**16.06** The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The arbitrators opinion shall be final and binding.

**16.07** 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) Dr. John E. Drotning;
- 2) Dr. Harry Graham;
- 3) Dr. Paul Gerhart;
- 4) Marvin Feldman;
- 5) Nels Nelson;
- 6) Jerry Fullmer;
- 7) Theodore K. High.

## **ARTICLE 17 WORK RULES/REGULATIONS**

**17.01** The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies, and procedures to regulate the personal conduct of employees, and the conduct of the employees services and programs. The Union and/or employees reserves the right to grieve the reasonableness of work rules, regulations, policies, and procedures or those which violate this Agreement.

**17.02** At least ten (10) days prior to implementation of any work rules, regulations, policy or procedure which affects members of the bargaining unit, the City shall post a copy on all bulletin boards, with a copy forwarded to the Union President or his designee either before or the same day of posting.

**17.03** In the case of a bona-fide emergency or for safety reasons, the ten (10) days posting requirement of Section 17.02 may be waived.

**17.04** The Personnel Policies and Procedures Manual shall apply if the collective bargaining agreement is silent.

## **ARTICLE 18 LABOR/MANAGEMENT COMMITTEE**

**18.01** In the interest of effective communications between Labor and Management, there shall be a meeting scheduled once each quarter, or waived by mutual consent on a mutually scheduled day and time. The Employer or his designee/s with not more than three (3) representatives shall meet with not more than three (3) representatives of the other party to discuss pending problems and to promote a more harmonious labor/ management relationship.

**18.02** Upon agreement of the date and time of the labor/management meeting, an agenda will be furnished at least five (5) working days in advance of scheduled meeting. The agenda shall include a list of matters to be taken up in the meeting and the names of the Union representatives who will be attending. The purpose of the meeting shall be to:

- a) discuss the administration of this agreement;
- b) discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- c) disseminate general information of interest to the parties;
- d) discuss ways to increase productivity and improving efficiency;

- e) consider and discuss health and safety matters relating to employees.

**18.03** Employee representatives who are scheduled to be at work during the time of these meetings shall receive no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises, or the needs of the Employer requires immediate attention, during these meetings.

## **ARTICLE 19 HEALTH AND SAFETY**

**19.01** The City agrees to furnish and maintain in safe working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to immediate supervisors, the employees shall also fill out the log book and indicate the specific unsafe condition or practice in written form and date the log book. It shall be the Superintendents responsibility to evaluate the unsafe condition and if necessary contact the Service Director, if the Service Director is not available the Superintendent shall make the decision as to what should be done concerning the unsafe condition and leave a report for the Service Director on the next work day. It shall further be the responsibility of the employees to care for all tools and equipment furnished by the City.

**19.02** Should the Union allege what it, in good faith, perceives as a failure of the City to comply with the above provisions, such allegation may not become subject to the grievance procedure until such time as there has been an attempt at resolution by the Labor/Management Committee.

**19.03** The Labor/Management Committee shall appoint two of its members, one Union member and one City member, as a Safety Committee. Any unsafe conditions shall be reported immediately to the Safety Committee in writing. The Safety Committee shall make its report to the Labor/Management Committee within five (5) days.

- a) the report to Labor/Management Committee must be acted upon by the Labor/Management Committee within five (5) working days.

- b) if the Labor/Management Committee's decision is split then employee may appeal within five (5) days to Mayor/Safety Director may hold meeting.

**19.04** If the condition is found by the Labor/Management Committee to be unsafe and the City refuses or fails to implement the resolution or if the unsafe condition is not satisfactorily resolved within thirty (30) days, said condition may become the subject of a grievance at the arbitration step.

## **ARTICLE 20 MEDICAL EXAMINATIONS**

**20.01** Examinations are intended to guard the health and safety of employees and may be required when, in individual situations, the Service Director/Safety Director, based upon confirmed reports of inadequate performance, have concern for an employee's ability to perform

the material and substantial duties of his position.

**20.02** Refusals of an employee to submit to a medical examination may be grounds for discipline.

**20.03** If an employee after examination is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to worker's compensation, if eligible) and other benefits or insurance programs, or may be ordered to perform light duties. The assignment of light duties is solely at the option and discretion of the Employer. Light duty assignment shall be for temporary short-term disabilities and may be terminated by the Employer at any time.

**20.04** Employees who have been determined by an Employer required examination to be unable to perform the material and substantial duties of their position may submit the report or results of an examination of a physician of the employee's choosing with the cost borne by the employee.. If the two examiners differ in their conclusion as to the employee's ability to perform the material and substantial duties of his position, then the attending examiners shall appoint a third neutral examiner, paid by the Employer to conduct an examination, the findings of which shall be considered final and not appealable.

**20.05** If an employee refuses to go on leave status, the Mayor/Safety Director or Service Director may place the employee on unpaid leave or disability separation. Such action may only be appealed through the grievance procedure contained in this contract. The employee shall have the right to return to work following submission of satisfactory evidence of his ability to perform the material and substantial duties of his position.. The right to reinstatement shall last for a period of one (1) year and shall be extended for one (1) year upon written request of the employee. If the employee does not return to work within that period, he shall be deemed separated. Prior to reinstatement, the Employer may require the employee to submit to an examination as a condition precedent to reinstatement, paid for by the Employer.

**20.06** Any cost for examinations required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Service Director or Mayor/Safety Director which would respond to the question of any employee's ability to perform the material and substantial duties of his position.

## **ARTICLE 21 SENIORITY**

**21.01** Seniority shall be an employee's uninterrupted continuous length of service with the Employer. New hires shall have no seniority during their probationary period. However, upon completion of the probationary period, seniority shall be computed from last date of hire.

**21.02** Seniority shall be broken when an employee:

- a) quits or resigns;

- b) is discharged for just cause;
- c) is laid-off, however, if the employee is recalled, previous accumulated seniority will be reinstated;
- d) is promoted to a job outside of the bargaining unit, however, such employee retains such seniority only for the period within the bargaining unit in the event an employee is returned to the bargaining unit under the provisions of this agreement.

**21.03** Department seniority shall be the determining factor for preference and selection of vacations, shift assignments and holidays. The selection of a holiday must be made at least seven (7) days prior to that holiday for seniority to prevail. In regards to shift assignments, if the Employer makes a determination that an employee cannot perform the required responsibilities and duties on a particular shift, the employee may be assigned a shift as determined by the Employer, providing such determination is not arbitrary or unreasonable.

**21.04** Trade days or trading shifts may only be made by arrangements with other employee's affected, and subject to approval of Supervisory-Management persons or their designees. No payment of overtime because of traded days shall be paid unless the employee would have otherwise been entitled to overtime compensation. Such trade days/shift shall be limited to no more than thirty (30) days per years.

**21.05** The Employer shall post on all bulletin boards as soon as possible after the signing of this agreement, a seniority roster showing City Seniority and Department Seniority of bargaining unit employees, showing date of hire, starting date of department seniority and classification. One (1) copy shall be forwarded to the Local President of the Local Union.

**21.06(A)** Effective February 8, 1987, and each December 1<sup>st</sup> thereafter, the Superintendent or their designee of the Wastewater Treatment Plant, shall post on their respective City Bulletin Boards, a shift schedule for twenty-four (24) hour operations and work week as currently in effect, which shall provide that all Wastewater Treatment Plant operations shall have the opportunity and right to select on the basis of seniority, the shift schedule and work week such employee will be scheduled to, for the calendar year beginning on the first day of the second pay period in February 1988 and each successive calendar year thereafter beginning with the first pay period each January thereafter.

Once a Wastewater Treatment Plant Operator starts to work on the selected shift assignment and work week, such operator shall not be permitted to change his shift schedule and work week except when an operator vacancy occurs prior to December 1<sup>st</sup> of any calendar year, whereby, the superintendents or their designee, shall post such vacancy on city bulletin boards for a period of five (5) work days, for bids by any senior plant operator within their respective treatment plants, and where the vacancy exists, to permit such senior operators to fill any such vacancy for the remainder of that calendar year. Such vacancies shall be filled within ten (10) working days from such postings.

**21.06 (B)** Effective January 1, 1998, the Superintendent or their designee of the

Water Plant, shall post on their respective City Bulletin Boards, a shift schedule for twenty-four (24) hour operations and work week as currently in effect, which shall provide that all Water Plant operations shall have the opportunity and right to select on the basis of seniority, the shift schedule and work week such employee will be scheduled to, for the duration of each contract agreement beginning on the first day of the second pay period in January of 1999.

Once a Water Operator starts to work on the selected shift assignment and work week, such operator shall not be permitted to change his shift schedule and work week except when an operator vacancy occurs prior to the duration of the collective bargaining agreement, whereby the superintendent or their designee, shall post such vacancy on City Bulletin Boards for a period of five (5) work days, for bids by any senior plant operator within their respective Water Plants, and where the vacancy exists, to permit such senior operators to fill any such vacancy for the remainder of that calendar year. Such vacancies shall be filled within ten (10) working days from such posting.

## **ARTICLE 22**

### **CLASSIFICATIONS/PROMOTIONS AND PROBATIONARY PERIODS**

**22.01** All newly created job(s) that are to be filled within the bargaining unit, shall be posted on all City and Union bulletin boards showing the following information:

1. Title
2. Definition
3. Characteristic of work
4. Minimum and maximum rate of pay
5. Minimum qualifications
6. Department

#### **Bidding:**

The above posting shall be posted for five (5) consecutive work days on bulletin boards as indicated above. Employees who wish to bid and be considered for the vacancy(s) must file written application with their immediate Supervisor and Service Director by the end of the posting period.

The form for bidding is attached hereto as Exhibit "A" and shall be furnished to any employee upon request to the Employer.

**22.02** The Employer shall review all timely filed applications taking into consideration the following criteria: qualifications, experience, work record and performance. The Employer shall give first consideration to bargaining unit employees who applied, including a lateral transfer. If no employees are qualified as determined by the Employer, the Employer may select a person from outside the unit. If two (2) or more employees are considered substantially equal in meeting the criteria above, then seniority shall govern in awarding the job.

**22.03** The successful bidder will be awarded and given the job within forty-five (45) calendar days after the posting period. The Employer will provide each employee not selected for the

position a written notification within two (2) working days prior to the selection, listing the reasons why the employee was not selected for the position.

**22.04** The Union chairperson or designee shall be notified in writing as to the Employers selection for said vacancy at the end of the selection period in 22.03.

**22.05** Probationary period for all new bargaining unit employees shall not exceed one hundred eighty (180) days.

**22.06** Incumbent bargaining unit employees who are promoted under the provisions of this Article, or who laterally transfer from another department or division of the Employer, shall be required to serve a probationary period of ninety (90) calendar days. Employees who are not successful in completion of the probationary period shall be returned to their former classification, shift, work week, position, and department or division as the case may be.

**22.07** If any employee is granted a leave of absence, or is not in active pay status for a period of time during the probationary period, the time shall not be counted as part of the probationary period. Permanent, part-time employees shall have their probationary period determined by the number of calendar days worked following the effective date of employment in the same manner as full-time employees.

### **ARTICLE 23 TRANSFER-WORKING OUT OF CLASSIFICATION**

**23.01 WORKING BELOW CLASSIFICATION:** An employee may be assigned to perform work in a lower classification, but only when necessary, and further, that any employee so assigned shall not lose their existing range of pay.

**23.02 WORKING ABOVE CLASSIFICATIONS:**

(A) When any bargaining unit employee is assigned or works in a higher classification or duties not regularly assigned to them, said employees shall be compensated for all hours worked at the higher duties or classification, at the equivalent step pay of employees who he/she is replacing.

(B) When any bargaining unit employee is assigned or works in a higher classification and is not replacing an employee he/she shall receive a maximum two (2) step pay increase for all hours worked at the higher duties or classifications.

**23.03 TRANSFERS:** The Employer shall have the right to transfer an employee from one (1) department or division to another department or division pursuant to State law.

### **ARTICLE 24 LAYOFF/RECALL**

**24.01 NOTICE:** Whenever the Employer determines that it is necessary to reduce the number of employees in a department, or a classification due to a lack of funds, or a lack of work, all affected employees and the local Union chairperson shall be notified in writing at least fourteen (14)

calendar days in advance of the effective date of such layoff. The employer shall also provide the Union supporting documentation of such lack of work or lack of funds.

**24.02 ORDER OF REDUCTION:** The Employer shall determine the classifications within any department and the number of employees to be affected by the layoff. The following order of layoff will be implemented within the appropriate classifications by seniority in the following order: temporary employees; emergency employees; seasonal, casual and student employees; part-time employees including contract employees; permanent employees.

**24.03 BUMPING RIGHTS:** An employee who is displaced by layoff in the work force, may exercise his seniority rights to bump an employee with the least seniority within the same classification or if he has the least seniority, he may bump an employee with the least seniority within the next lower classification rates of pay, in a classification the employee is qualified to do. Any employee bumped under the procedures of this Article, may elect to take the layoff rather than exercise his bumping rights and must so notify the Employer of such desire in writing within five (5) calendar days of his receipt of notification of layoff pursuant to Section 24.01 or will be deemed to have elected to take the layoff.

Employees shall make their notification of bumping to the Service Director office on a Notice of Bumping Form attached as Exhibit "B". A copy of which will be forwarded by the Employer to the President of the Local Union.

**24.04 RECALL RIGHTS:** Employees laid off under this Article, shall be entitled to be recalled to a vacancy which may thereafter occur in their former classification by seniority, or to any other lower rate of pay classification the employee is qualified to perform. In the event an employee refuses recall to a lower classification, this does not remove that employee from the recall list from which he was previously laid off. Recall rights shall be for a period of two (2) years.

Notice of recall by the Employer shall be sent to the employee's last known address on file provided by the employee to the Employer by certified return receipt mail. Failure of an employee to report to his recall within seven (7) calendar days of receipt of the recall notice, shall constitute forfeiture of the employee's right to recall.

**24.05** The Union President shall be furnished and/or forwarded a copy of recall lists as they are made current by the Employer.

**24.06** The Employer shall not hire, promote, transfer, or reassign any employee into a classification under this bargaining unit as long as qualified bargaining unit employees remain on recall lists until such recall lists are exhausted or are no longer in effect under this Article or Agreement.

**24.07** In the event an employee refused to recall to a classification other than that from which he was laid off, such employee shall lose recall rights for the original classification. If said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

**24.08** In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the City may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above, (including extension), such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

**24.09** A laid off employee will be recalled to the first available job position that they may be qualified to perform in accordance with their seniority. For the purpose of recall, it shall be the employee's responsibility to have a current address on file with the City.

## **ARTICLE 25 WORK WEEK/WORKING HOURS/OVERTIME**

**25.01 WORK WEEK** It is hereby provided that the standard work week for non-continuous 24 hour operations shall be Monday beginning at 12:01 a.m. through Friday 12:00 midnight. The work week for 24 hour, 7 days a week operations shall be Sunday, 12:01 a.m. through Saturday, 12:00 midnight. Hours of work for employees on hourly rates who are in the Bargaining unit for the following Departments or Divisions, their shift will begin and end as follows:

- a) Street Department:  
Starting time - 7:30 a.m.  
Lunch - one half (½) hour - (as established by past practice/  
procedure)  
Quitting time - 4:00 p.m.
  
- b) Street Department - Sweeper Operations:  
Starting time - 3:30 a.m.  
Lunch time - one half (½) hour - (as established by past practice/  
procedure)  
Quitting time - 12:00 noon

The above may be applied from the month of March 1st through December 21st of each calendar year.

This position will be posted in the Street Department and filled in accordance with Article 22 of the Agreement, within seven (7) days prior to the start of the shift.

- c) Street Department - Snow and Ice Control:  
The Employer may establish a snow and ice control shift, which is limited to two (2) employees, from the period of November 15th through March 31st of any year.

This position will be posted in the Street Department and filled in accordance with Article

22 of the Agreement, within seven (7) days prior to the start of the shift.

Hours and shifts is as below:

Starting time - 4:00 a.m.

Lunch - one half (½) hour within the eight (8) hour shift

Quitting time - 12:00 noon.

**NOTE:** For payroll purpose, 4:00 a.m. to 7:30 a.m. shall be paid fifty cents (\$.50) above the normal hourly rate, as a shift differential payment.

d) Street Department - Street Construction/Project Hours:  
(Exceptions to 8 hour work day):

1) The Employer may establish summer hours. These hours may start at various times each year for the purpose of construction, paving, and/or sewer projects. These construction/project hours shall be four (4) consecutive days of ten (10) hours per day. Such days shall be regular calendar days beginning on Monday and ending on Thursday excluding Saturday and Sunday. Application of overtime shall apply to any hours worked over ten (10) hours per day and over forty (40) hours worked or credited in such work week. Employees working the ten (10) hour shift will receive ten (10) hours pay for any holiday that occurs during the summer paving program or any personal holiday taken during the paving program. The ten (10) hour pay applies only to those employees working the ten (10) hour shift. Those employees working the ten (10) hour shift will receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. Employees will receive a paid lunch during the ten (10) hour shift.

2) The Employer agrees to notify the Union in advance of the start of the summer paving program of all employees not working the ten (10) hour shift and their classifications. The number of employees not working the ten (10) hour shift will not change during the paving program except for an emergency declared by the Service Director or his designee. All openings will be posted in the Street Department and filled in accordance with the time limits in Article 22 of the Agreement seven (7) days prior to the start of the shift.

e) Water Meter Department:

Starting time - 7:30 a.m.

Lunch - one half (½) hour - (as established by past practice/procedures)

Quitting time - 4:00 p.m.

f) Water Treatment Plant:

1st shift - starting time - 7:00 a.m.

quitting time - 3:00 p.m.

2nd shift - starting time - 3:00 p.m.

quitting time - 11:00 p.m.

3rd shift - starting time - 11:00 p.m.

quitting time - 7:00 a.m.



4. In cases of emergency in the Wastewater and Water Treatment Plants where an operator reports off, management of the senior employee will contact the employee's on the overtime rotating list to replace the absent operator, the low houred employee must stay on the job until relieved.

5. It is understood between the parties that if a project is being conducted in the City and that it is time for the clean up of said project if the project would take no more than one and one-half hours to finish the clean up past the normal quitting time of the crew, that the crew on the job will be permitted to clean up the project and return to the City garage. The appropriate overtime would be paid for the time worked over the eight hour shift.

## **ARTICLE 26 OVERTIME ROTATING LIST**

**26.01** Overtime rotating list shall mean a list of qualified employee's as defined in this provision initially arranged in order of classification and seniority, and posted with hours of charged overtime against each employee. On January 1st of each year, all employees of the bargaining unit shall be considered to have no overtime charged to their credit.

Overtime for the Water Treatment Plant shall offer overtime by utilizing a rotating list that shall mean a list of qualified employee's as defined in this section to be initially arranges in order of department seniority, and posted with hours of charged overtime against each employee. On January 1<sup>st</sup> of each year, all employees of the bargaining unit shall be considered to have no overtime charged to their credit.

### **26.02 CHARGED OVERTIME:**

Charged overtime shall mean overtime offered and refused, or overtime actually worked by the employee, unless the employee is scheduled to regularly work the hours for which overtime is necessary. A negative contact shall be considered a refusal for the purposes of this section. A negative contact shall be defined as no answer at the employee's residence, reaching a machine recording, or the employee otherwise being unavailable. Employees who have unreasonable excessive negative contacts or refusals and/or demonstrate a pattern of unavailability shall be subject to disciplinary action. Employees on an approved leave will not be subject to the above procedure, although the employee may be called for overtime when additional work force is required but will not be charged if the employee refuses.

### **26.03 EQUITABLE DISTRIBUTION:**

Overtime distribution shall be as equitable as possible. Equitable distribution shall mean that the variance of charged overtime hours shown for each employee on the overtime list shall be equalized as fairly and practicable as possible, except in cases where an employee waives their rights for whatever reason they choose. In all cases of overtime, the employee must be qualified and able to perform the duties required. Probationary, casual, seasonal, temporary, intermittent, or part-time employees shall not be called in or assigned overtime work, except when all permanent full-time employees have been called or are unavailable. A new employee, or an employee who has been transferred or promoted, and who has become eligible for overtime, shall be charged with the average number of charged overtime hours within their classification, the

employees name shall be placed on the overtime list accordingly.

Overtime shall be offered first in rotation among qualified employees in the same classification with the department. If the overtime required cannot be obtained from the classification within the department it shall be offered in rotation to other classifications within the department. if overtime required cannot be met from department personnel, then overtime shall be offered outside the department to other qualified city employees.

**26.04 POSTING LISTS:**

Each department shall post a rotating overtime list on Tuesday of each week showing the hours accepted, refused, total accepted and refused, and number of negative contact and refusals.

A probationary, seasonal, part-time, temporary, or similar employees, shall not be called in or assigned overtime work, except when all full-time personnel on call-out list have been exhausted. A new employee or an employee who has been transferred or promoted, and who has become eligible for overtime, shall be charged with the average number of charged overtime hours in their classification, and the employee's name shall be placed on the rotating overtime list accordingly.

**26.05 OVERTIME:**

Overtime shall be defined as any hours worked in excess of eight (8) hours in any twenty-four (24) hour period, or any hours worked or credited in excess of forty (40) hours in any work week. In every case of overtime, the employee must be capable of performing the required work.

**ARTICLE 27  
CALL-BACK-PAY/REPORTING PAY**

**27.01 CALL-BACK-PAY:**

Any employee who is in the appropriate bargaining unit and who has completed his regular shift of work and has gone home, and who is called back to work, shall be paid no less than three (3) hours at the applicable rate of pay.

**27.02 REPORTING PAY:**

Any employee who is in the appropriate bargaining unit and who is scheduled to work and reports to work and finds work not available due to an emergency condition beyond the control of the Employer and is sent home, shall be paid four (4) hours pay at the applicable rate of pay.

**ARTICLE 28  
PERSONNEL FILES**

**28.01** That this section is subject only to the provisions of the Ohio Revised Code "Public Records Act" as set forth in part in Section 149.43. Attached hereto is a copy of Section 149.43.

**28.02** After one year, provided the employee has had no intervening disciplinary actions, on written requests to the Employer all reprimands not resulting in time lost shall be removed from



coverage and will not be eligible for the City's Plan. In the event that the spouse becomes unemployed, ineligible for their Employer coverage or is unable to participate in their Employer plan, the City will treat such as a qualifying event and permit the spouse to enroll in the City's plan.

**29.06** Members of the Bargaining Unit are eligible to participate in the City's "Opt-Out" program wherein employees may be eligible for a cash incentive to waive health coverage. Such "Opt-Out" amount shall be 30% of the fully funded premium for the plan for which the employee would otherwise be eligible. Members must provide proof that they have Medical, Prescription Drug, Life, Dental and Optical coverage in order to be eligible for the "Opt-Out".

**29.07** The Bargaining Unit retains the right to participate in the Health Insurance Committee. This committee will represent their members during any renewals or changes of insurance programs and cooperate with other employee groups in choosing the insurance program offered to employees.

**29.08 OHIO AFSCME CARE PLAN:**

In 2013, the Employer shall contribute to the Ohio AFSCME Care Plan for the purpose of providing Dental II (\$26.00), Vision (\$6.75) and Hearing Aide Benefits (\$0.50) to eligible bargaining unit employees in accordance with the rules and regulations of the fund and all applicable federal and state laws. Contributions shall be made between the first (1st) and the tenth (10th) day of each month at the rate of thirty three dollars and twenty-five cents (\$33.25) per month for each bargaining unit employee. Newly hired employees shall become eligible to enroll into the Ohio AFSCME Care Plan on the ninety-first (91st) day of employment. After the 2013 Healthcare plan design the Ohio AFSCME Care Plan shall be a benefit reviewed by the Health Care Committee.

**29.09** The Employer agrees to provide all bargaining unit employees a Prescription Card at a cost of five dollars (\$5.00) generic, ten dollars (\$10.00) formulary brand and twenty dollars (\$20.00) non-formulary brands.

**ARTICLE 30  
PREGNANCY, CHILDBIRTH/CHILDCARE LEAVE**

**30.01 PREGNANCY, CHILDBIRTH AND RELATED MEDICAL CONDITIONS LEAVE:**

The Employer, upon written request of a pregnant bargaining unit employee, shall grant such employee a leave of absence without pay, subject to the following:

**30.02 LENGTH OF LEAVE:**

Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If the employee is unable to return to active work status within six (6) months, such employee may be granted a reasonable extension.

**30.03 PHYSICIAN’S CERTIFICATE:**

A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician’s certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee’s position due to pregnancy, childbirth, or related medical conditions.

**30.04 SICK LEAVE USAGE:**

Upon request, a pregnant employee shall be permitted to use any or all of the employee’s accumulated sick leave credit for only the period of time, as certified by the physician’s certificate, that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as defined in paragraph (1) above. Such application for leave shall not be denied except for just cause.

**30.05 VACATION LEAVE USAGE:**

A pregnant employee shall, upon request, be permitted to use any or all of the employee’s accumulated vacation leave at any reasonable time prior to or following childbirth.

**30.06 REQUEST FOR LEAVE:**

Requests for leave of absence, sick leave, personal leave or vacation leave made pursuant to this section are subject to the internal management procedures of the employee, uniformly and reasonably administered.

**30.07 CHILD CARE:**

Any employee may, at the discretion of the Employer be granted a leave of absence without pay for purposes of child care. All requests for leaves of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to the sex of the employee. An adoptive parent’s request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances.

**30.08 PATERNITY LEAVE:**

An employee whose wife gives birth shall be granted five (5) days paternity leave for the care of the employee’s wife and family. Such five (5) days leave shall be charged against the employee’s accumulated sick leave. In the event the employee has insufficient accumulated sick leave, he may charge the paternity leave against accumulated vacation days or personal days. In the event the employee has no other accumulated leave benefits, leave may be taken without pay.

**ARTICLE 31  
HOLIDAYS**

**31.01** All full-time permanent employees covered by this Agreement shall be granted holiday with full pay as follows:

1. New Year’s Day - January 1<sup>st</sup>
2. Martin Luther King Day - Third Monday in January
3. President’s Day - Third Monday in February

4. Memorial Day - Last Monday in May
5. Independence Day - July 4<sup>th</sup>
6. Labor Day - First Monday in September
7. Columbus Day - Second Monday in October
8. Veteran's Day - November 11<sup>th</sup>
9. Thanksgiving Day - Fourth Thursday in November
10. Day after Thanksgiving Day - Friday after Thanksgiving
11. Christmas Day- December 25<sup>th</sup>
12. Two (2) personal days per year - Employee's discretion

**31.02** In non-continuous 24 hour operations, or Monday through Friday shift assignments for the purpose of time off for the Holiday, if the Holiday falls on Saturday, the time taken off will be on the preceding Friday, if the Holiday falls on Sunday, time taken off will be on the following Monday.

**31.03** Compensation for employee's who work on any holiday or who work twenty-four (24) hour operations shall be paid in accordance with Article 25, Section 25.02 - Overtime.

**31.04** An employee forfeits holiday pay when:

1. He is absent without pay for any reason for the entire week in which the holiday falls other than an approved leave;
2. He is absent on either the work day before or the work day following the holiday, unless excused by his supervisor;
3. He is absent on a holiday on which he is scheduled to work, unless excused by his supervisor.

**31.05** The Personal Holiday may only be taken upon approval of the employee's supervisor, and must be requested at least seven (7) working days in advance unless waived or agreed upon by the employee's immediate supervisor, or department head.

**31.06** A newly hired employee employed less than six (6) months during a calendar year shall only be entitled to one (1) personal holiday. A newly hired employee employed for more than six (6) months during a calendar year shall receive two (2) personal holidays. Personal holidays may not be carried over from year to year.

## **ARTICLE 32 VACATIONS**

**32.01** Bargaining unit employee's who are full-time employees of the City shall, after one (1) years service be entitled and allowed vacations with pay in accordance with the following schedule:

AFTER YEARS SERVICE

1 year  
7 years  
14 years  
20 years  
30 years and above

WEEKS OF VACATION

2 weeks  
3 weeks  
4 weeks  
5 weeks  
6 weeks

**32.02** Vacations may be accumulated and may be carried over with written approval of the Employer from one anniversary date to the next anniversary date, not to exceed one (1) year and not to exceed two (2) weeks. Such approval shall not unreasonably or arbitrarily be denied.

**32.03** Absence for sickness, injury or disability in excess of the authorized for such a purpose, shall at the request of the employee, be charged against vacation time upon approval of the City.

**32.04** Vacations shall be scheduled by supervisory-management so as to allow senior employees first right of scheduling vacations within any calendar year in a reasonable manner.

**32.05** Employees desiring to take an earned vacation shall submit their written request to the Department Head thirty (30) days in advance, except for unforeseeable emergencies or extenuating circumstances.

**32.06** Employees desiring to take an earned vacation during the months of June, July, August and September shall submit their request prior to March 1<sup>st</sup> of each year. Any requests after March 1<sup>st</sup> of each year shall be on a first come, first served basis.

**32.07** Every bargaining unit employee shall be entitled to compensation for the pro-rated portion of earned but unused vacation leave to their credit at the time of separation or retirement. In case of death, the unused vacation shall be paid to the employee's spouse, and if no spouse survives, shall be paid to their estate in accordance with Section 2113.04 of the Revised Code of the State of Ohio.

**32.08** Vacation time will be granted in no less than a two (2) hour increment.

**ARTICLE 33  
SICK LEAVE**

**33.01 CREDIT ACCUMULATION:**

All employees in the Union bargaining unit shall be entitled to, for each completed eighty (80) hours of service, four and six tenths (4.6) hours of sick leave with pay from date of employment.

**33.02** Sick leave shall be accumulative without limit.

**33.03** Employee may use sick leave upon approval of their division or department head for absence due to the following cause:

1. Illness, injury, or pregnancy-related condition of the employee;
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner;
4. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonable necessary time, not to exceed three (3) days, (see Funeral leave);
5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
6. Examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary;
7. Immediate family shall be identified as:

- |   |               |
|---|---------------|
| Grandparent   | Uncle         |
| Brother   | Father-in-law |
| Sister  | Mother        |
| Brother-in-law  | Mother-in-law |
| Sister-in-law   | Spouse        |
| Daughter-in-law   | Grandchild    |
| Father  | Son-in-law    |
| Child   | Step parents  |
| Step Children   | Aunt          |
| Niece   | Nephew        |
| Spouse's Grandparents   |               |
| Legal Guardian or other person who stands in the place of a parent. |               |

**33.04** In the event a permanent hourly employee of the City retires and is qualified to receive and is granted either a disability or a normal retirement pension under P.E.R.S., such employee shall receive pay for his unused sick leave in an amount not to exceed nine hundred and sixty (960) hours for all employees hired before January 1, 1990 and six hundred and fifty (650) hours for all employees hired after January 1, 1990. Such payment shall be based on the employee's rate of pay at the time of retirement for sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

In the event a permanent hourly employee of the City dies, his estate shall be credited with such unused sick leave accumulative in accordance with paragraphs A and B of this section, and his estate shall be paid for any unused sick leave as of the date of his death.

A. For those employees hired before January 1, 1990, a payment of not less than the value of the employee's accrued but unused sick leave to a maximum of 960 hours.

B. For those employees hired after January 1, 1990, a payment of not less than the value of the employee's accrued but unused sick leave to a maximum of 650 hours.

### **33.05 CONTROLS - REPORTING:**

Employees or some other person shall notify the employee's supervisor or designated person by telephone or in writing thirty (30) minutes prior to the start of their scheduled day, giving valid excuse and length of absence. For employees on shift operations, the employee or some other person shall make every reasonable effort to notify the Employer of inability to report to his shift at the scheduled starting time as soon as possible after the employees learns of the inability. Unless the employee notifies the Employer at least one (1) hour prior to the scheduled day, it shall be presumed that he has not made every reasonable effort. This provision shall be waived during emergency type situations, or other reasonable valid excuse.

If an employee fails to report off after estimated return date or fails to following procedures outlined in Subsection 33.06, his/her absence shall be considered unexcused.

Employee will be required to notify supervisor, or designated supervisor, prior to the start of their scheduled work day when reporting off sick..

### **33.06 EXTENDED ABSENCE:**

In the event of an emergency situation such as an accident or any immediate hospitalization, the employee's supervisor or division heard should be advised as soon as feasible as to the estimated length of hospitalization or time employee(s) may be off. The employee may be reported off by some other person.

Any employee having such an illness or injury that may cause absence for more than two (2) work days, must submit to their supervisor a certificate stating the nature of the illness or injury, from a physician, upon return to work, in order to be compensated for any such absence at the appropriate rate of pay.

**33.07** A bargaining unit member who has accumulated at least one hundred twenty (120) days of sick leave may in the following years, sell back to the City unused sick leave if he has used no more than seven (7) days of sick leave accumulated during any subsequent year. The individual may elect to annually sell back the unused sick leave accumulated during that year at the rate of three (3) days of sick leave for one (1) day of regular pay.

## **ARTICLE 34 FUNERAL LEAVE**

**34.01** The purpose of the Funeral/Bereavement leave is to allow an employee to be with his/her family due to the loss of an immediate family member. The Employer recognizes that the loss of an immediate family member may be a stressful and difficult period for an employee. Therefore, an employee may utilize up to three (3) consecutive scheduled work days with pay, for the purpose

of attending the funeral calling hours and funeral service of the employee's immediate family member. Such leave shall be charged to the employees accrued sick leave. If necessary vacation leave, personal leave, saved holidays or leave without pay may be utilized. An employee is not to misuse the funeral leave.

**34.02** If the death in the immediate family requires that the employee travel more than 300 miles, the Employer may, at the request of the employee, allow up to two (2) additional work days as Funeral leave. Any additional time granted must be requested by the employee, subject to the approval of the Employer and the terms of Article 34.01 above.

**34.03** Upon making leave application for benefits under this article, the employee may be required to furnish proof of death, relationship of the deceased, and proof of attendance at the funeral.

**34.04** Immediate family is defined as: spouse, children, parents, brother, sister, grandparent, spouse's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, step children, step-parents, niece, nephew, legal guardian or other person who stands in place of a parent, (loco parentis).

**34.05** In the event of a death of an employee's (or their spouse's), Aunt or Uncle the employee's will be allowed one (1) day Funeral/Bereavement leave without loss of pay. In the event the employee's must travel more than 150 miles to attend the Funeral/Bereavement they shall be allowed two (2) days leave subject to the applicable provisions of Article 34.01 above.

### **ARTICLE 35 LONGEVITY**

**35.01** Each member of the bargaining unit shall receive in addition to other compensation required under this agreement, annual longevity payment based upon the employee's continuous length of service in the City of Ravenna, commencing initial date of hire.

**35.02** Upon completion of the fifth (5th) year of service, each member of the bargaining unit shall receive longevity based on the table below.

**35.03** Employees hired after the effective date of this Agreement shall not accrue longevity based upon pro-rated part-time service.

<u>Years of Service</u>	<u>Hourly Rate</u>
6	\$0.03
7	\$0.06
8	\$0.09
9	\$0.12
10	\$0.14
11	\$0.17
12	\$0.20

13	\$0.23
14	\$0.26
15	\$0.29
16	\$0.32
17	\$0.35
18	\$0.38
19	\$0.40
20	\$0.43
21	\$0.46
22	\$0.49
23	\$0.52
24	\$0.55
25	\$0.58
26	\$0.61
27	\$0.63
28	\$0.66
29	\$0.69
30	\$0.72
31	\$0.75
32	\$0.78
33	\$0.81
34	\$0.84
35	\$0.87
36	\$0.89
37	\$0.92
38	\$0.95

**ARTICLE 36  
WAGE RATE/PAY SCHEDULE/MISC.**

**36.01** Wage rates for all bargaining unit employees effective January 1, 2012 through December 31, 2015 or the nearest pay period thereto is attached at Exhibit "C" reflecting the following:

1% wage increase for 2013

3% wage increase for 2014

3% wage increase for 2015

It is agreed that if the City of Ravenna enters into a collective bargaining agreement with any other City Union or workers that contain a wage increase, the employees covered by this agreement shall have their wages adjusted to reflect that higher percentage wage increase.

Pay ranges for bargaining unit classification are as listed below:

	<u>Pay Range</u>
Water Plant Maintenance Foreman.....	16
Water Plant Operator.....	12
Water Plant Operator I.....	13
Water Plant Operator II.....	14
Water Plant Operator III.....	15
Water Plant Maintenance Worker.....	14
Waste Water Plant Operator.....	12
Waste Water Plant Operator I.....	13
Waste Water Plant Operator II.....	14
Waste Water Plant Operator III.....	15
Waste Water Plant Maintenance Worker.....	16
Chemist/Chief Operator.....	18
Meter Reader Repairman.....	12
Mechanic.....	16
Water Service Worker I.....	13
Water Service Worker II.....	14
Street Department Foreman .....	18
Utility Foreman .....	22
Semi-skilled Laborers.....	12
Laborers.....	10
Utilities Operator.....	16
Service Worker I .....	13
Service Worker II .....	14
Fire Secretary.....	12
Service Department Clerk.....	12

**36.02 STEP ANNIVERSARY INCREASES:**

All new employees shall serve a one hundred eighty (180) day probationary period at Step A in their respective classification ranges. Upon the satisfactory completion of the probationary period, the employees shall be granted a one-step increase in salary.

**36.03** Bargaining unit employees retained by the Employer and after one (1) year of employment or date of promotion, whichever is later, shall be moved to the next step of their pay range on each anniversary of their employment until Step F is reached, and upon the approval of supervisor, which shall not be unreasonably or arbitrarily withheld.

**36.04 NEW EMPLOYEE'S ENTRANCE RATE:**

All new employees hired by the Employer shall be hired into the entrance rate of pay for their respective classifications..

**36.05 PAY DAY:**

All employees shall be paid in bi-weekly pay periods. Payments on alternate Thursdays and Fridays. Employees working second (2nd) shift will be paid by the close of their shift on Thursday. Employees working on third (3rd) shift will be paid by the close of their shift on

Friday. Employees working the ten (10) hour shift in the Street Department will be paid by the close of their shift on Thursday. In the event a Holiday observed under this Agreement falls on paydays, such pay will be paid on Thursday or Wednesday as the case may be.

**36.06** Any employee, upon application to the State authority responsible for accepting such employee for certification testing in Columbus, Ohio or elsewhere, shall be permitted time off scheduled working hours without loss of pay or benefits to attend such testing. The City shall provide an adequate City vehicle for transportation or reimburse such employee for mileage allowance at the Federal Tax rate per mile, for use of personal vehicle.

**36.07** It shall be a condition of employment for all incumbent Water and Waste Water Plant Operators to take available courses necessary to qualify them for the operator license examination and to take such exam as soon as possible. If the employee should fail the examination, he shall take additional courses as soon as it (they) is (are) available to qualify for the next examination, for which the employee is eligible, and shall continue this sequence until the examination is passed. It shall remain the obligation of such employee to pay for such schooling and the Employer shall reimburse the employee upon passing the course.

If an incumbent employee should fail the test, such failure is not cause for discharge, as long as the superintendent certifies that he has minimum qualifications to do the job.

#### **ARTICLE 37 INJURY/DISABILITY LEAVE**

**37.01** Any bargaining members injured or disabled to the extent that they cannot perform their regular duties - from injury or disability received in the course of their employment or duty as an employee of the Employer, shall receive for a period of ninety (90) days, from the beginning of such disability or injury, an amount of compensation which shall be equivalent to their full salary or bi-weekly compensation less any and all amounts received by them from any and all public agencies by way of pension, relief, or indemnity for such injury or disability.

**37.02** If an employee on injury leave is capable of performing light duties, the Employer may reasonably require that employee to return from injury and perform such light duties.

#### **ARTICLE 38 SHIFT DIFFERENTIAL**

**38.01** An employee working the afternoon shift shall receive an additional forty cents (\$.40) per hour, and employees working the night shift or the 3:30 a.m. to 12:00 noon, and employees working the swing shift shall receive an additional fifty cents (\$.50) per hour, above the normal hourly rate, as a Shift Differential Payment.

#### **ARTICLE 39 UNIFORMS/COVERALLS/BOOTS/FOUL WEATHER GEAR**

**39.01** Foul weather gear or other similar gear or protective clothing that the City presently

provides and maintains and as established, shall continue to be provided by the Employer at no expense to bargaining unit employees.

**39.02** The Employer shall pay up to one hundred twenty-five (\$125.00) each year for each employee, for the purchase or repair of uniforms, coveralls, safety-toe shoes or boots. This payment shall be made upon presentation by the employee of proof of purchase or a receipt satisfactory to the Employer showing the shoes have been repaired. In order to qualify for this payment the employee must have written, prior approval from their department head, followed by a completed employee reimbursement form with attached original receipt of purchase.

**39.03** The Fire Secretary will receive an annual uniform maintenance payment of four hundred (\$400.00) dollars.

#### **ARTICLE 40 JOB DESCRIPTION**

**40.01** The Employer shall maintain reasonable and accurate job descriptions for each classification in the bargaining unit which fairly and accurately describes the responsibilities and duties and necessary qualifications. The Union shall be furnished copies of all job descriptions. Employees shall be furnished a copy of their job classification description upon request, and at no charge.

**40.02** Should any employee or the Union believe that the employee is improperly assigned duties and responsibilities outside his classification, the employee or Union may request a review by the Employer. In the event the parties do not agree, the Union may appeal such dispute through the grievance procedure starting at Step 3.

#### **ARTICLE 41 CONTRACTING OUT**

**41.01** The Employer agrees that there shall be no contracting out of any bargaining unit classification job or work during the term of this Agreement excepting that work which by its nature, is beyond the expertise or equipment capabilities of the City's work force or is of an extent that it would interfere with that department's ability to provide the service levels normally provided to the community.

The employee's current work week shall not be shortened or curtailed and the employee's rate of pay shall not be affected by such contracting.

The Employer shall not use this section to erode bargaining unit work.

#### **ARTICLE 42 MILITARY LEAVE**

**42.01** Employees who are members of the Ohio National Guard or any military reserve unit shall be granted time off with pay when ordered to temporary active duty or when ordered to military

training exercises not to exceed thirty-one (31) calendar days per year. Military leave pay shall be the difference between the employees regular pay and service pay.

**42.02** An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States or any branch thereof. Such leave shall last only for the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority and if the employee requests reinstatement within thirty-one (31) calendar days of his discharge from military service, the Employer shall reinstate the employee at the same job as when he left, with full credit for prior seniority. The Employer may require that the employee establish that his physical and mental health have not been impaired as to render him incompetent to perform the duties of this position.

### **ARTICLE 43 LEAVE WITHOUT PAY**

**43.01** Temporary leave without pay upon the request of the employee, in writing, and for good cause shown, will not be unreasonably denied.

**43.02** An employee who is unable to work due to sickness, injury, or illness, who has exhausted all available leave, shall be granted leave without pay for up to one (1) year if requested in writing. Any member granted leave as set forth herein without pay shall be reinstated at his former job without loss of seniority, accrued to the date leave without pay was taken, if physically and mentally competent to perform his duties.

**43.03** An employee who has exhausted all available sick leave, but who is otherwise entitled to take sick leave, shall be entitled to take vacation time prior to taking leave without pay.

**43.04** An employee who has exhausted all available injury leave shall be entitled to take unused sick leave, compensatory time and vacation time prior to taking leave without pay.

### **ARTICLE 44 SUCCESSOR**

**44.01** This Agreement shall be binding upon both parties hereto together with their respective successors and assignees for the duration of this Agreement.

### **ARTICLE 45 OBLIGATION TO NEGOTIATE**

**45.01** It is further agreed between the Employer and the Union, that the parties may mutually agree to negotiate collectively with respect to any subject or matter, whether presently in the contract or not covered by the contract during the list of this Agreement.

**ARTICLE 46  
TOTAL AGREEMENT**

46.01 This Agreement represents the entire agreement between the Employer and the Union.

**ARTICLE 47  
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 under the procedures provided by Chapter 4117. O.R.C.

**ARTICLE 48  
MEETING ROOM**

48.01 The City agrees to allow the Union to use the employee lunch room at the Street Department for the purpose of holding Union meetings for the membership.

**ARTICLE 49  
DURATION AND TERM OF AGREEMENT**

49.01 This collective bargaining agreement shall be effective from January 1, 2013, and shall continue through December 31, 2015, unless either party gives written notice to the other party not less than ninety (90) days prior to the termination date of the desire to terminate, modify, or negotiate a successor collective bargaining agreement.

Signed at Ravenna, Ohio this 1 day of May, 2013.

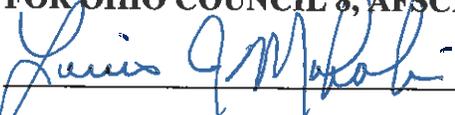
**FOR LOCAL 3812, CITY OF RAVENNA**

**FOR THE CITY OF RAVENNA, OHIO**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Judy J. Content

  
\_\_\_\_\_  
  
\_\_\_\_\_

**FOR OHIO COUNCIL 8, AFSCME, AFL-CIO**

  
\_\_\_\_\_

**EXHIBIT "A"**  
**APPLICATION FOR VACANCY**  
**CITY OF RAVENNA**

I wish to apply for the vacancy of \_\_\_\_\_.

My present classification is \_\_\_\_\_.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date of Application

Received by: \_\_\_\_\_

Date Received by: \_\_\_\_\_

Copy to Employee: \_\_\_\_\_  
Date

**EXHIBIT "B"**  
**NOTICE OF BUMPING**

To: Service Director/Office  
City of Ravenna

**NOTICE OF BUMPING**

Employee Name: \_\_\_\_\_

Employee classification: \_\_\_\_\_

I hereby give notice of "bumping" and wish to exercise my bumping rights in accordance with Article 24 of the Collective Bargaining Agreement. I understand this notice must be given within five (5) calendar days of my receipt of my layoff notice.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date submitted

\_\_\_\_\_  
Received by

**EXHIBIT "C"**  
**CITY OF RAVENNA - AFSCME PAY SCHEDULE**

**EXHIBIT "C"**  
**CITY OF RAVENNA - 2011 AFSCME PAY SCHEDULE**

FOR PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2011

0.00% INCREASE

Range		A	B	C	D	E	F
10	Annual	29,411.20	30,888.00	32,614.40	34,008.00	35,880.00	37,585.60
	Bi-Weekly	1,131.20	1,188.00	1,254.40	1,308.00	1,380.00	1,445.60
	Hourly	14.14	14.85	15.68	16.35	17.25	18.07
11	Annual	30,888.00	32,614.40	34,008.00	35,880.00	37,585.60	39,436.80
	Bi-Weekly	1,188.00	1,254.40	1,308.00	1,380.00	1,445.60	1,516.80
	Hourly	14.85	15.68	16.35	17.25	18.07	18.96
12	Annual	32,614.40	34,008.00	35,880.00	37,585.60	39,436.80	41,371.20
	Bi-Weekly	1,254.40	1,308.00	1,380.00	1,445.60	1,516.80	1,591.20
	Hourly	15.68	16.35	17.25	18.07	18.96	19.89
13	Annual	34,008.00	35,880.00	37,585.60	39,436.80	41,371.20	43,430.40
	Bi-Weekly	1,308.00	1,380.00	1,445.60	1,516.80	1,591.20	1,670.40
	Hourly	16.35	17.25	18.07	18.96	19.89	20.88
14	Annual	35,880.00	37,585.60	39,436.80	41,371.20	43,430.40	45,593.60
	Bi-Weekly	1,380.00	1,445.60	1,516.80	1,591.20	1,670.40	1,753.60
	Hourly	17.25	18.07	18.96	19.89	20.88	21.92
15	Annual	37,585.60	39,436.80	41,371.20	43,430.40	45,593.60	47,860.80
	Bi-Weekly	1,445.60	1,516.80	1,591.20	1,670.40	1,753.60	1,840.80
	Hourly	18.07	18.96	19.89	20.88	21.92	23.01
16	Annual	39,436.80	41,371.20	43,430.40	45,593.60	47,860.80	50,232.00
	Bi-Weekly	1,516.80	1,591.20	1,670.40	1,753.60	1,840.80	1,932.00
	Hourly	18.96	19.89	20.88	21.92	23.01	24.15
17	Annual	41,371.20	43,430.40	45,593.60	47,860.80	50,232.00	52,873.60
	Bi-Weekly	1,591.20	1,670.40	1,753.60	1,840.80	1,932.00	2,033.60
	Hourly	19.89	20.88	21.92	23.01	24.15	25.42
18	Annual	43,846.40	46,113.60	48,380.80	50,793.60	53,414.40	55,993.60
	Bi-Weekly	1,686.40	1,773.60	1,860.80	1,953.60	2,054.40	2,153.60
	Hourly	21.08	22.17	23.26	24.42	25.68	26.92
<b>STREET DEPARTMENT FOREMAN 19</b>							
19	Annual	46,592.00	48,859.20	51,355.20	53,892.80	56,680.00	59,488.00
	Bi-Weekly	1,792.00	1,879.20	1,975.20	2,072.80	2,180.00	2,288.00
	Hourly	22.40	23.49	24.69	25.91	27.25	28.6
22	Annual	53,414.40	55,993.60	58,947.20	61,817.60	64,958.40	68,244.80
	Bi-Weekly	2,054.40	2,153.60	2,267.20	2,377.60	2,498.40	2,624.80
	Hourly	25.68	26.92	28.34	29.72	31.23	32.81
<b>PART-TIME</b>							
<b>OPERATORS HOURLY</b>			<b>15.65</b>				

## EXHIBIT "D"

### Healthcare Benefits

Prescription card co-pay

\$5.00 Generic brands current \$2.00; \$10.00 Formulary brands current \$6.00; \$20.00  
Non-formulary \$10.00

Future co-pay charges will be updated with each new contract.

Physician/Office co-pay \$15.00 (\$5.00 increase).

Emergency room co-pay \$50.00 (current 0)

No change in deductibles.

Ambulance: No co-pay if Ravenna city ambulance is used for emergency transport.

Removed from healthcare plan: Artificial insemination

Emergency room co-pay \$100.00

Deductibles:	<u>Network</u>	<u>Non-Network</u>
Single/Family	\$100/\$200 (current 0/0)	\$500/\$1,000 (current \$200/\$400)
Out-of-Pocket Max.	\$500/\$1,000 (current \$250/\$500)	\$1,500/\$3,000 (current \$750/\$1,000)