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AN AGREEMENT

between

THE CITY OF BAY VILLAGE, OHIO

and

***AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
OHIO COUNCIL 8, AFL-CIO and LOCAL 3816,
ADMINISTRATIVE UNIT***

EFFECTIVE: January 1, 2013

EXPIRES: December 31, 2015

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
I	Preamble	1
II	Purpose and Intent	1
III	Recognition	1
IV	Management Rights	2
V	No-Strike/No Lock-out	2
VI	Non-Discrimination	3
VII	Dues Deduction	3
VIII	Union Rights	5
IX	Union Representation	5
X	Probationary Period	6
XI	Sick Leave	6
XII	Vacations	8
XIII	Holidays	10
XIV	Jury Duty Leave	11
XV	Funeral Leave	11
XVI	Injury Leave	11
XVII	Vacancies	12
XVIII	Seniority	13
XIX	Lay-Off and Recall	13
XX	Hours of Work	14
XXI	Overtime	15
XXII	Military Leave	16
XXIII	Uniforms	16
XXIV	Tools and Equipment	17
XXV	Longevity	17
XXVI	Rates of Pay	18
XXVII	Mileage/Legitimate Expenses	19

XXVIII	Temporary Assignment Pay	19
XXIX	Insurance.....	19
XXX	Pensions.....	21
XXXI	Disciplinary Procedure.....	21
XXXII	Grievance Procedure	23
XXXIII	Arbitration Procedure	26
XXXIV	Personnel Records.....	27
XXXV	Labor Management Committee	28
XXXVI	Workplace Training	28
XXXVII	Gender and Plural	28
XXXVIII	Headings	29
XXXIX	Obligation to Negotiate	29
XL	Total Agreement.....	29
XLI	Duration.....	29
XLIII	Legality	29
XLIV	Execution.....	30
	Appendix A.....	31
	Memorandum of Understanding (Me-Too)	32
	Memorandum of Understanding (Employees exceeding the pay scale)...	33
	Memorandum of Understanding (Article XVII - Vacancies)	34

ARTICLE I - PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Bay Village, Ohio, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and Local 3816, (Administrative Chapter) hereinafter 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 insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Bay Village, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III - RECOGNITION

3.01 The City of Bay Village recognizes AFSCME Local 3816 (Administrative Chapter) and Ohio Council 8 as the sole and exclusive bargaining representative for the following job classifications for the purpose of establishing wages and terms and conditions of employment. The Union's exclusive bargaining unit shall include all of the employees in the following job classifications and the City will not recognize any other union, organization or person as the representative for any employees within such classifications: all full time and regular part time employees occupying the classifications of, Animal Control Officer, Assistant to Community Service Director, Building Inspector, City Planner, Clerk-Secretary, Custodian, Payroll/Benefits Coordinator, Senior Transportation Coordinator, City Inspector, and Senior Center Activities Manager. All other employees are excluded from the bargaining unit. Full time employees shall be defined as any employee who works a minimum of thirty-five (35 hours per week).

3.02 If substantial changes occur in the operations of the City creating the opportunity and need to establish a new job classification, the City shall notify the union of its position regarding inclusion or exclusion from the bargaining unit prior to any posting of the newly created position. If the union disputes the City's position, it may file a petition to clarify the unit or amend the certification with the State Employment Relations Board (SERB). The City agrees not to post or fill the position until the SERB has issued an opinion or the parties have resolved their dispute. If the parties agree on inclusion to the bargaining unit, the Employer shall establish and describe the content of the classification and it shall establish a pay structure for that classification and may implement the classification. The content of the classification and the pay structure shall then be reviewed with the Union. If the Union is not in agreement with the classification or rate of pay, 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 authority to establish the proper classification and rate of pay. The arbitrator's award shall become final and binding and the rate of pay shall be retroactive to the commencement of discussions between the Union and the City in accordance with this Article. Any rate and classification agreed to by the City and the Union shall become part of the bargaining unit wage schedule of this Contract.

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, transfer and discharge, suspend or discipline employees for just cause; 2) determine the number of persons required to be employed, or laid off; 3) determine the qualifications of employees; 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 or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE V - NO-STRIKE/NO-LOCKOUT

5.01 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.

5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall 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.

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

5.04 The Employer shall not lock-out any employees during the term of this Agreement.

ARTICLE VI - NON-DISCRIMINATION

6.01 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.

6.02 The Employer and the Union expressly agree that membership in the Union is at the option of the employee(s) and that it will not discriminate with respect to membership and non-membership.

ARTICLE VII - DUES DEDUCTION

7.01 During the term of this Agreement, the Employer shall make payroll deductions from the pay or wages of those employees who have submitted a signed check-off card.

7.02 The amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the check off monies shall be remitted.

7.03 The payroll deduction shall be made, by the Employer, from the second pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make deductions from subsequent pays until the amount to be deducted has been satisfied.

7.04 Monies deducted pursuant to the provisions of this Section shall be remitted to the Union within thirty (30) days of their deduction. Each remittance shall be accompanied with the following alphabetical lists: 1) Employee for which deductions were made including name, address and social security number of the employee and the amount deducted; 2) the name of each employee whose name has been dropped from prior checkoff list and reason for the omission.

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

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

7.07 The deduction of fair share fee will not be made until the Employer receives written notification to begin deductions from the Controller of Ohio Council 8. Payment to the Union of the fair share fees deducted shall be made in accordance with the Union dues deduction, as provided herein. In addition, the Employer shall provide the Union with an alphabetical list of the names, social security numbers, and addresses of those employees who had fair share fee deductions along with the amount of fair share fee deduction.

7.08 The Union shall hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract.

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

7.10 The City will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the City by the Union. Monies deducted shall be remitted to the Union within five (5) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D. C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time.

The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of P.E.O.P.L.E. contributions. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to the Article, unless specifically excepted above.

ARTICLE VIII - UNION RIGHTS

8.01 The Union shall be allowed up to a maximum sixteen (16) hours of paid leave per year for the attendance by Union members at Union functions, subject to the approval of the Mayor.

8.02 The City shall provide the Union with four (4) bulletin boards at the following locations:

- Police Department
- Community Services
- City Hall
- Service Department

Notices of postings shall not contain anything of local political or derogatory nature reflecting upon the Employer, any of its employees or officers or the Union. Copies of all material to be posted shall be provided to the Employer at the time of posting.

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 City shall recognize two (2) Stewards total from the following areas:

- (1) City Hall
- (1) Police/Community Services/Service Department

9.03 The Union President and Stewards or their substitutes as described in Section 1 of this Article shall be allowed reasonable time to carry out the functions of their office without loss of pay during working hours. Such time must be approved in advance by a supervisor.

9.04 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 in as a representative. 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.

ARTICLE X - PROBATIONARY PERIOD

10.01 All newly hired employees will be required to serve a probationary period of six months. During said period, the Employer shall have the right to discipline or discharge such employees and any such action shall not be appealable through the Disciplinary, Grievance or Arbitration Procedure herein contained or to any Civil Service Commission. Employees shall have no seniority during such probationary period. However, upon completion of the probationary period, seniority shall start from date of hire.

10.02 If a new employee is discharged or quits while on probation, and is later rehired, he shall be considered a new employee.

10.03 All promoted employees will be required to serve a probationary period of forty-four (44) working days. During said period, the Employer shall have the right to demote, to his previously held grade, such employee and any such action shall not be appealable through the disciplinary, grievance or arbitration procedures herein contained or to any Civil Service Commission.

ARTICLE XI - SICK LEAVE

11.01 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) illness, injury or death in the employee's immediate family.

11.02 All full-time employees shall earn sick leave at the rate of four and six-one hundredths (4.06) hours for every seventy (70) hours of compensated employment and may accumulate such sick leave to an unlimited amount.

11.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore prior to the start of each workday.

11.04 Sick leave may be used in segments of not less than one half ($\frac{1}{2}$) hour.

11.05 Before an absence may be charged against accumulated sick leave, the Employer 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 and paid for by the Employer. In any event, an employee absent for more than two (2) work days must supply a physician's report to be eligible for paid sick leave, if requested by the Employer.

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

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

11.08 The Department Head may require an employee who has been absent due to personal illness or injury, for more than ten (10) days, 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.

11.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, step-children and parents. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to include the employee's parents, spouse, child, step-child, brother, sister, parents-in-laws and grandparents and grandchildren.

11.10 When the use of sick leave is due to illness requiring hospitalization of an employee's spouse, child, step-child, mother, father, brother, sister, grandparents, grandchildren and any other relative living in the employee's household, leave shall be granted for the: 1) days of admittance to and discharge from hospital; 2) day of surgery, including childbirth; 3) time certified as "critical" by attending physician.

11.11 When the use of sick leave is due to the death of the employee's nephew, niece, spouse's nephew, spouse's niece leave shall be granted to attend the funeral or memorial service if scheduled to work, four (4) hours maximum time. The employee may request additional leave for out of town services.

11.12 Upon the resignation, retirement or death of an employee who has not less than twenty (20) years of continuous employment with the Employer, 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-half ($\frac{1}{2}$) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed a cash payment greater than one-half ($\frac{1}{2}$) the employee's annual salary. Employee's who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

11.13 Upon the resignation, retirement or death of an employee who has not less than fifteen (15) years of continuous employment with the Employer, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by forty percent (40%) 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 a cash payment greater than one-half ($\frac{1}{2}$) the employee's annual salary. Employees who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

11.14 Upon the resignation, retirement or death of an employee who has not less than ten (10) years of continuous employment with the Employer, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by twenty-five percent (25%) 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 a cash payment greater than one-half (½) the employee's annual salary. Employees who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

11.15 An employee may charge up to 2 days of personal time to be subtracted from sick leave accumulation, on an annual basis, due to doctor's/dentist's appointments or other matters of personal nature. All personal time off must first be approved by the Department Head. Personal time to be deducted from sick leave shall not be carried over into another year.

11.16 Employees who have been laid-off for more than one (1) year shall receive a sick leave payment pursuant to either 11.12, 11.13 or 11.14, as appropriate.

11.17 Maternity leave shall be granted and administered in accordance with applicable Federal and State laws.

11.18 Employees hired by the Employer subsequent to December 31, 1992 shall not receive credit for sick leave that may have been accrued working for another public employer prior to being employed by the Employer.

11.19 Any employee who utilizes sixteen (16) hours or less of sick leave in the prior year shall receive a sick leave bonus. The sick leave bonus may be taken by the employee as one of the following each year thereafter when such employee meets this standard in the previous year: two (2) paid days leave or 16 hours of pay at the employee's hourly rate of pay, to be paid on the first pay in February, in a separate check.

11.20 There will be no reduction of sick leave time when an employee is absent due to job related injury.

11.21 Regularly scheduled part-time employees will accrue sick leave in accordance with Section 11.02 on a prorated basis.

ARTICLE XII - VACATIONS

12.01 All full-time employees qualify for an annual vacation with pay in accordance with the schedule set forth below:

- (a) Newly hired, full-time employees shall be entitled to vacation allowances according to the following schedule:

AMOUNT OF VACATION ELIGIBILITY (WORKING DAYS)

<u>Month Started</u>	<u>Calendar Year of Hire</u>	<u>Next calendar year</u>
December	0	4 days (after 6 mos.)
November	0	5 days (after 6 mos.)
October	0	6 days (after 6 mos.)
September	0	7 days (after 6 mos.)
August	0	8 days (after 6 mos.)
July	0	9 days
June	0	10 days
May	0	10 days
April	0	10 days
March	1 day (after 6 mos.)	10 days
February	2 days (after 6 mos.)	
January	3 days (after 6 mos.)	

<u>Employee's Years of Service</u>	<u>Weeks of Vacation</u>
(b) More than one but less than five	2
(c) More than five but less than eleven	3
(d) More than eleven but less than eighteen	4
(e) More than eighteen	5
(f) More than twenty-five	6

12.02 Employees whose actual anniversary date falls prior to August 31 shall receive the additional week of vacation for which they become eligible in the calendar year of their anniversary. Employees whose actual anniversary date falls on or after August 31 shall receive the additional week of vacation for which they become eligible in the calendar year following their anniversary.

12.03 When an employee resigns, retires, is separated from employment by the Employer because of a reduction in force, or dies, salary payments in lieu of unused vacation allowance shall be granted in accordance with the following schedule, provided the employee is leaving in good standing and has given two weeks' notice of the separation, where applicable, except in the case of death.

- (a) Any employee who has less than six months of service shall be entitled to no salary payment in lieu of vacation.
- (b) Any employee who has less than fifteen years of service shall receive no salary payment in lieu of vacation if the termination occurs prior to April 1.
- (c) If the termination occurs between April 1 and July 1, the employee with less than fifteen years of service shall receive one-half of the normal vacation allowance as a salary payment.
- (d) Any employee with less than fifteen years of service who terminates July 1 or thereafter shall receive a salary payment in lieu of the earned vacation allowance for the current year.

- (e) Any employee terminating employment after fifteen years of service with the City shall receive pro-rata vacation allowance earned for the calendar year in which the separation date occurs.

12.04 Full-time years of service accumulated by any employee in one department or division shall be credited to such employee who transfers to another department or division for purposes of computation of vacation time.

12.05 Every employee shall use their full vacation allowance each year. Vacation time is not cumulative from one year to another without the express written authorization of the Department Head and approval by the Mayor. Any vacation time that is unused within the year granted, shall be deemed forfeited, unless unreasonably denied by the Department Head and Mayor. No employee shall be paid salary in lieu of vacation, with the exception of those who qualify under section 12.03.

12.06 No employee shall receive the benefit of the provisions of this Article in more than one employment capacity with the City.

12.07 Vacation time may be taken in one (1) hour segments upon a twenty-four(24) hour advance notice by the employee and the approval of the employee's supervisor. Vacation time may be taken with less than a twenty-four (24) hour advance notice at the employee's supervisor's discretion.

ARTICLE XIII - HOLIDAYS

13.01 All full-time employees shall receive the following paid holidays:

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

13.02 If a holiday falls on Saturday, the Friday before shall be observed. If a holiday falls on Sunday, the following Monday shall be observed. Full-time employees who work on a designated holiday shall receive one and one-half times (1 ½x) the employee's regular rate of pay, and compensation shall be in addition to the regular holiday pay for the day involved except as provided below. Such employees shall receive two times (2x) their regular rate of pay in addition to holiday pay for all emergency call-ins midnight to midnight on Easter, July 4th, Thanksgiving, Christmas Day (December 25th), and New Years Day.

13.03 Failure of an employee to work on the scheduled work day preceding and the scheduled work day succeeding the holiday, unless excused by the Mayor or department or division head, or unless on sick leave or vacation, shall constitute a forfeiture of all benefits of holiday pay under this section.

13.04 Holiday pay for part-time hourly paid employees hired before 1-1-95 is the average of hours worked the day before the holiday and the day following. Part-time employees hired 1-1-95 or after, unless specifically included, shall not receive holiday pay.

ARTICLE XIV - JURY DUTY LEAVE

14.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall suffer no loss in pay. The employee may keep any amount received from the court for such services, in lieu of reimbursement for any expenses associated with such service.

ARTICLE XV - FUNERAL LEAVE

15.01 An employee shall be granted time off with pay, not to be deducted from sick leave, for the purposes of attending a funeral or memorial service of a member of the employee's immediate family. The employee shall be entitled to the time between the date of death through the date of the funeral for each death in his immediate family. For the purposes of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, step-children, parents, parents-in-law, siblings and/or other relative living in the employee's household. The employee shall be granted the day of the funeral or memorial services, if scheduled to work, in the event of the death of the employee's siblings-in-law, daughter and son-in-law, grandparents, grandchildren, aunt, uncle and spouses grandparents, grandchildren, aunt and uncle. "Employee's parents" shall include any adult who had the responsibility of raising the employee as a foster or surrogate parent, irrespective of consanguinity or degree of relationship.

15.02 Two (2) days leave, not to be deducted from sick leave, may be utilized for out of town travel time in the event of funeral for immediate family.

ARTICLE XVI - INJURY LEAVE

16.01 When an employee is injured in the line of duty, while actually working for the Employer, necessitating his absence from work for three (3) work days or less, or seven (7) calendar days, or more, he shall be eligible for a paid leave not to exceed ninety (90) calendar days, providing he files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

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

16.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the

employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

16.04 Nothing in this article will prohibit the employer, at its discretion, from assigning duties to an employee currently on an approved injury leave, those duties which the employee can perform in light of the employee's injury.

16.05 For an employee to be placed on paid leave, he/she must provide a doctor's note or certificate indicating that all time missed is due to the work-related injury.

16.06 Employees returning from injury leave must provide a doctor's note or certificate indicating that the employee is able to return to work.

16.07 Once an employee receives a doctor's approved return to work, no paid injury leave will be permitted for further time off unless the employee re-injures themselves pursuant to Article 16.01.

ARTICLE XVII - VACANCIES

17.01 It is the sole discretion of the Employer to determine when a vacancy exists within a classification of the bargaining unit due to resignation, termination, promotion, transfer, a newly created job or increase in the number of regular jobs available within the bargaining unit.

17.02 Whenever a vacancy occurs within the bargaining unit as determined by the Employer, notice of such a vacancy shall be posted by the Employer for a period of seven (7) calendar days. Posting shall contain a job description, rate of pay and eligibility requirements. All bargaining unit employees may apply for the vacant position within the posting period by submitting a written application on forms provided by the City to the Department Head where the vacancy occurs.

17.03 All applications filed in a timely manner will be reviewed by the City. The job will be awarded within fourteen (14) days after the date the bidding period ends as specified in the job posting. All applicants who meet the minimum job requirement will be interviewed. The vacancy will be awarded to the applicant who is most qualified based upon qualifications and seniority. If there is no qualified person within the bargaining unit, the Employer may fill the vacancy by hiring a qualified person outside the bargaining unit. If qualifications of two or more applicants are equal, seniority shall govern.

17.04 An employee selected shall be considered to have qualified for a promotion when he completes a probationary period of forty-four (44) working days.

17.05 Should an employee fail to qualify during his promotional probationary period, he shall be returned to his former position and former rate of pay.

ARTICLE XVIII - SENIORITY

18.01 Seniority shall be defined as an employee's uninterrupted length of continuous service with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

18.02 Seniority shall be broken when an employee:

- (a) resigns;
- (b) is discharged for just cause;
- (c) is laid off for a period of time exceeding eighteen (18) months;
- (d) retires;
- (e) fails to report to work for a period of seven (7) consecutive working days without having given the Employer advance notice of his pending absence;
- (f) becomes unable to perform his job duties due to illness or injury and is unable to return to work within six (6) months or upon the expiration of any leave applicable to him, whichever is greater;
- (g) refuses to recall or fails to report to work within seven (7) working days from the date the employee receives a recall notice unless the employee is unable to work due to a medically proven disability.

18.03 The City shall provide the Union with a current seniority list on an annual basis upon request from the Union. The seniority list shall be made by classification and shall contain a listing of the date of hire, the name, address, telephone number, last 4 digits of social security number, employer ID, pay rate, and designation as to full-time or part-time status for each employee. The City 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.

18.04 Seniority for part-time employees shall be on a pro-rata basis, with 2080 hours of actual service constituting one (1) year of seniority. Part-time employees may exercise seniority rights only against other part-time employees.

ARTICLE XIX - LAY-OFF AND RECALL

19.01 Where, because of lack of work, lack of funds, economy, efficiency, consolidation of services or positions, abolishment of positions or otherwise, the Employer determines it is necessary to reduce the size of the workforce, the Employer shall give written notice to the Union President or his designee not less than fifteen (15) calendar days in advance of any such lay-off, indicating how many employees will be affected and which department(s) are being reduced. Fifteen (15) calendar days written notice shall be provided to any employee scheduled for layoff. Such reductions shall be made in the following order:

- A) Students, seasonal employees, and part-time employees, regardless of classification, that perform work that is normally performed by employees of this bargaining unit.

- B) Regular Part-time employees. (Employees shall be laid off according to their relative seniority, with the least senior employee being laid off first)
- C) Regular full-time employees who have not completed their probationary period. (Employees shall be laid off according to their relative seniority, with the least senior employee being laid off first)
- D) Regular full-time employees.

19.02 Employees within the affected classifications shall be laid off according to their relative seniority with the least senior employee being laid off first, providing all part-time and probationary employees within the affected classifications are laid off first.

19.03 Employees who are laid off from one classification may displace (bump) an employee in an equal or lower-rated job classification within the bargaining unit, if he has greater seniority than the equal or lower-rated employee, and meets the minimum qualifications for the new classification. Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in an equal or lower-rated classification as set forth herein.

19.04 In all cases where one employee is exercising his seniority to bump or displace another employee, his right to bump into another department is subject to the condition that he must pass a thirty (30) day qualification period for the position for the Employer to determine at its sole discretion that he is able to perform the functions and duties of the position into which he has bumped into. If the employee does not successfully complete a qualification period, that employee shall be laid off and the Employer shall implement the recall procedure for those who were first laid off.

19.05 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from date of his lay-off. Recall notices shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the City records or as provided by the employee to the City.

ARTICLE XX - HOURS OF WORK

20.01 Employees shall continue to work the schedule and number of hours that was in effect on January 1, 2013.

20.02 The normal work week for regular full-time employees, except those listed in 20.03, shall be forty (40) hours in five (5) consecutive days of eight (8) hours each day exclusive of the time allotted for meal periods, commencing 12:01 a.m. Sunday through midnight Saturday.

20.03 The normal work day for full-time employees scheduled for thirty-five hours a week shall be 8:30 a.m. to 4:30 p.m., with one hour for lunch and a fifteen minute work break. If this work schedule is changed, compensation shall be paid at the prevailing hourly wage for the additional hours worked to 40 hours.

20.04 This Article shall not be construed as a guarantee of hours of work per day or per week. In the event it is necessary to reduce the number of hours of work for any employee(s) the Employer shall meet with the Union to discuss said changes with the Union before any such changes are implemented.

20.05 Employees shall be permitted one (1) fifteen minute paid rest period each workday. The rest period may not be scheduled immediately before or after the meal period or, at the start or end of a shift except for other mutually agreed upon schedules. Rest period must be taken at the work site.

20.06 All employees will be allowed a minimum of thirty (30) uninterrupted minutes for a scheduled unpaid lunch period which is to be taken at a time designated by the Employer. Lunch periods may be taken off the work site.

20.07 Employees who work an overtime assignment shall be entitled to a lunch period of thirty (30) uninterrupted minutes as provided above after four (4) hours of overtime work, or as soon thereafter as conditions permit. Such employees shall also be entitled to a fifteen (15) minute rest period as provided above after six (6) hours of overtime work, or as soon thereafter as conditions permit.

ARTICLE XXI - OVERTIME

21.01 All employees, for work actually performed in excess of forty (40) hours per week, when approved of by the Employer, shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate. All employees regularly scheduled thirty-five hours a week, shall receive one hundred and fifty percent (150%) of the rate established for their positions after thirty-five hours in any one week. This provision shall apply only so long as the work week remains at thirty-five hours. If at any time the work week returns to a forty-hour week, time and a half will apply on after forty hours.

21.02 At the employee's option they shall be able to accrue compensatory time, at the rate in which overtime is accrued, up to an unlimited number of hours, in lieu of cash overtime payments. Holidays, vacations, approved sick time and compensatory time shall be considered as "time actually worked" in overtime computation.

21.03 Whenever a full-time employee is called in for work or services, other than for regularly scheduled hours, he/she shall receive a minimum compensation of three (3) hours as "minimum time" at the rate established for his/her position.

21.04 The following items shall apply to compensatory time accrual and usage:

- a. The accrual and use of "comp time" shall be recorded in each department, and be the responsibility of the department head.
- b. Deposit of overtime hours into the "comp time" bank shall be requested in writing to the Supervisor immediately following the completion of the overtime hours worked.

- c. Once overtime hours are deposited into the "comp time" bank, they can only be withdrawn as time off from work.
- d. "Comp time" hours cannot be withdrawn in the form of cash, except that if an employee leaves employment, they shall receive pay for all unused compensatory hours.
- e. Up to forty (40) "comp time" hours may be carried over from year-to-year. All additional hours remaining in an employees bank shall be paid out to the employee in the month of January of the following year.
- f. "Comp time" may be taken in one (1) hour increments upon a twenty-four (24) hour written notice by the employee, and the approval of the employee's supervisor.
- g. "Comp time" shall be taken at a time approved by the employee's supervisor or his designate.

21.05 Each bargaining unit employee will receive a one-time 8-hour compensatory time credit to their compensatory time bank. This compensatory time shall not count against the limit contained in Section 21.04 and must be used before the expiration date of the Agreement.

ARTICLE XXII - MILITARY LEAVE

22.01 All regular full-time employees who are on leaves of absence from their employment and in attendance in the military service, field training or other active duty of the Ohio National Guard, Ohio Defense Corps, Ohio Naval Militia, or as a member of other Reserve components of the Armed Forces of the United States, shall be entitled to receive for the period of such service, training or active duty not in excess of thirty-one (31) days in any one calendar year, their regular pay, less the pay received for participation in such service, training or other active duty. Reimbursed expenses, travel and subsistence pay and other similar allowances shall not be considered in determining the amount of pay received for such service, training or active duty. Provisions of this section shall not apply if such military service, field training or other active duty is less than seventy-two consecutive hours or longer than thirty-one (31) consecutive days.

22.02 Any such employee may, at his election, credit all or any portion of such military leave of absence against his regular annual vacation and for such period so charged the employee shall receive his regular vacation pay without deduction for the pay received for such service, training or active duty.

ARTICLE XXIII - UNIFORMS

23.01 The Employer shall allocate for each full-time employee in the Department of Public Service and Properties, Police Department, and the Department of Building Engineering and Inspection whose job requires manual labor, a uniform allowance based on the schedule in Article 23.03. Each employee may select one of two options in which to receive their work gear allowance.

Option 1. Employer shall allocate for each employee to purchase work gear and boots through a purchase order program on February 15th each year pursuant to the schedule in Article 23.03. New employees hired before July 1 will receive one hundred percent (100%) of the work gear allowance allocated for that year. New employees hired after June 30th will receive fifty percent (50%) of the work gear allowance allocated for that year. For newly hired employees purchase orders will be made available after the first thirty (30) days of employment. New hires shall receive an additional allocation of \$50.00 in the first year of their employment.

Option 2. Each employee shall receive a work gear allowance based on the schedule in Article 23.03, which is to be paid in a one time payment on February 15th. Newly hired employees shall receive a work gear allowance of one hundred percent (100%) based on the schedule in Article 23.03 if hired before July 1st and fifty percent (50%) pursuant to the schedule in Article 23.03 if hired after June 30th. Payments for newly hired employees shall be made after the first thirty (30) days of employment. New hires shall receive additional allocation of \$50.00 in the first year of their employment.

23.02 Employees who are furnished with this allowance must wear proper work gear as specified by the City while on duty. The Employer shall also provide foul weather gear to all employees as it deems necessary and appropriate.

23.03 Schedule of work gear allowance is as follows:

<u>Full-time Classifications</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Animal Control Officer	\$700.00	\$700.00	\$700.00
Building Inspector I	\$700.00	\$700.00	\$700.00
Building Inspector II	\$700.00	\$700.00	\$700.00
City Inspector	\$700.00	\$700.00	\$700.00
Custodian	\$400.00	\$400.00	\$400.00

23.04 The above payments shall be made in the first regular pay date after the date due.

ARTICLE XXIV - TOOLS AND EQUIPMENT

24.01 The Employer shall provide all tools and equipment including safety equipment, that the Employer deems necessary for the adequate performance of the employees' duties. The Employer shall be the sole judge of necessary equipment, tools and appropriate safety equipment.

ARTICLE XXV - LONGEVITY

25.01 There shall be paid to all full-time employees additional compensation at the rate of \$100 per year of service, after completion of five (5) years, to a maximum of \$3,000.00.

25.02 The calculation of "years of service" shall begin on the anniversary date of the employee's original date of hire to full-time employment by the Employer and shall have

been completed by November 15 of each year. Only full-time employees shall be eligible hereunder.

25.03 Longevity shall be paid on the first regular pay date in December subject to the provisions of Section 26.06.

25.04 Years of service accumulated by any employee in one department or division shall be credited to such employee who transfers to another department or division for purposes of computing of longevity.

25.05 Employees who or are laid off while in good standing, or who involuntarily become part-time employees or retire, shall be paid a pro-rated amount at time of retirement, layoff or voluntary transfer to part-time status.

25.06 Any employee who retires and is hired full time by another department of the Employer shall accrue benefits hereunder as if the employee were a new employee and prior service with the Employer shall not be counted.

ARTICLE XXVI - RATES OF PAY

26.01 Employees shall be paid in accordance with the pay scale as described in Appendix A of this Agreement. Employees will be placed into the wage chart for 2013, Appendix A, at the level that corresponds to their current wage rate. Current employees will advance to the next step on January 1 of each year of the contract.

26.02 Newly hired employees shall be paid in accordance with the starting rate of pay for the pay range of their applicable classification. Employees shall advance to the next step of the pay range effective the first full pay period that includes the anniversary date of their assignment to that pay range. Thereafter, employees shall advance to the next step(s) after the completion of one (1) year of service, until reaching the top rate for their classification.

26.03. Employees who exceed the top rate for their classification, shall be considered off the pay scale and will continue to receive the general pay increases until the time they leave employment.

26.04 General pay increases shall be as follows:

Effective the first pay in July 2013, two percent (2%) general wage increase.

Effective January 1, 2014, two percent (2%) general wage increase.

Effective January 1, 2015, two percent (2%) general wage increase.

26.05 Any employee who voluntarily serves as Secretary to Planning Commission, Board of Zoning Appeals, Recreation Commission, Architectural Board of Review, Tree Commission, Civil Service Commission or Charter Review Committee shall be paid at their regular hourly rate or overtime rate, whichever is applicable, for all time spent

setting up and attending the regular or special meeting.

26.06 All compensation provisions including regular pay or pay supplements, uniform allowances and longevity shall be by a separate deposit in the payroll period.

ARTICLE XXVII - MILEAGE ALLOWANCE AND LEGITIMATE EXPENSES

27.01 All employees shall receive, as reimbursement for the use of their personal motor vehicles on Employer business, a sum in accordance with the mileage allowance under the Internal Revenue Service regulations, plus parking fees. The Director of Finance shall approve such reimbursement.

27.02 Tips and gratuities which are included in any legitimate expense shall be paid by the Employer.

ARTICLE XXVIII - TEMPORARY TRANSFERS

28.01 A temporary transfer shall not exceed thirty (30) calendar days, except:

- a) To fill a position while an employee is on sick leave or other approved leave of absence;
- b) To provide vacation relief scheduling;
- c) To meet an emergency; or,
- d) To fill a vacancy while job posting, bidding, and selection procedures takes place.

28.02 When an employee is temporarily transferred to another job classification, his rate of pay shall be as follows:

- a) If the rate of pay for such other job classification is lower than his regular rate, he shall receive his regular rate;
- b) If the rate of pay for such other job classification is higher than his regular rate, he shall receive the higher.

ARTICLE XXIX - INSURANCE

29.01 All full-time employees may receive hospitalization insurance coverage from the City of Bay Village in its Self-Funded Plan. Effective January 1, 2013 employee health care contributions shall be \$35.00 single/per month and \$70.00 family/per month, on a pre-tax basis. Effective October 1, 2013, employees shall contribute 8% of the monthly health insurance premium for either the single or family plan. Effective March 1, 2014, employees shall pay 9% of the health insurance premium for either the single or family plan. Effective March 1, 2015, employees shall pay 10% of the health insurance premium for either the single or family plan. All employee percentage contributions shall be on a pre-tax basis. The Employer reserves the right to change insurers, at its renewal, providing the schedule of benefits is comparable or better to the existing coverage. "Comparable", in this sense, shall mean equivalent to or better than the existing benefit levels. However, the plan document for any medical provider shall be

the controlling determination for benefits under the hospital insurance for the employees. (Hospitals and providers are not guaranteed to be maintained with or without a change in insurers.) The City will make available to employees Section 125 Health Savings Plan.

Prescription Coverage: Effective March 1, 2013, Individuals shall be responsible for a \$10 co-pay for generic prescriptions, a \$30 co-pay for formulary prescriptions and a \$50 co-pay for name brand prescriptions. If a generic is not available the individual is responsible for the appropriate co-pay. An individual will pay an appropriate amount when their doctor has indicated DAW (dispense as written) on the prescription. DAW shall be the doctor's insistence and not as the result of the patient requesting DAW. If a generic is available and the patient has requested through the doctor DAW, the patient is responsible for an appropriate amount PLUS the difference in price between the name brand and the generic. Maintenance prescriptions are available through mail order only at two times co-pay for a ninety (90) day supply. Covered individuals shall be subject to the prescription plan selected by the City effective March 1, 2013.

29.02 All full-time employees shall receive fifty thousand dollars (\$50,000) in life insurance, paid for by the Employer.

29.03 Hospitalization coverage (network) is subject to annual deductibles of \$400 for single coverage and \$800 for family coverage. Once deductibles have been met, individuals will receive in network coverage of 80%, with the out of pocket maximums of an additional \$1,000 for single enrollment and \$2,000 for family enrollment. Thus, the maximum out of pocket for single health coverage is \$1,400 and for family enrollment \$2,800 per year. The aforementioned maximums include deductibles, but do not include monthly contributions, any co-pays relative to office visits, prescriptions, vision coverage, or dental benefits. Out-of-Network coverage shall remain at 60% with maximum out-of-pocket limits of \$2,000 single/\$4,000 family, excluding deductibles.

Covered individuals shall be subject to the hospitalization plan with office visit co-pays and benefit levels contained in the hospitalization plan selected by the City effective March 1, 2013, a summary of which is attached.

29.04 The City shall contribute \$68.50 per month to the Ohio AFSCME Care Plan for each full-time employee who is covered by this agreement for the purpose of providing the following benefits:

<u>Component</u>	<u>Cost</u>
Dental (Level 3)	\$56.00 per month
Hearing Aid	\$.50 per month
Vision (Level 2)	<u>\$12.00 per month</u>
Total:	\$68.50 per month

29.05 The Employer and the Union will establish, as soon as is possible following ratification of a new CBA, a Joint Health Care Cost Containment Committee who will explore and make recommendations on premium costs, health plans, deductibles, out-

of-pocket expenses, and co-pays for in-network and out-of-network plans, reinstating or modifying any existing or prior wellness programs in an effort to minimize the cost of health care coverage for both the employer and the employees under provisions established and when implemented by the Affordable Care Act. Each Union may have one representative on the Health Care Committee.

ARTICLE XXX - PENSIONS

30.01 The Employer shall, as soon as practical, create a "tax saving pension plan" wherein the Employer deducts the employee's contribution to the Public Employees Retirement System ("PERS") prior to calculating withholding taxes, upon approval of the I.R.S.

30.02 For administrative purposes, the employee's gross salary shall be reduced by the full amount of said contribution. The member contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the PERS calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this Agreement. The Employer's contribution to the PERS will be calculated on the full salary of members before the "pick up" is deducted from gross salary.

ARTICLE XXXI - DISCIPLINARY PROCEDURE

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

31.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative at his/her own expense at each step of the disciplinary procedure.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

31.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

31.04 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.

31.05 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.

31.06 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 by the arbitrator or a different penalty is determined by the arbitrator.

31.07 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 Union representation at every step of the proceeding;

31.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 31.12, until the matter is settled or the arbitrator renders a determination.

31.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to 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 or an attorney 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. 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 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

31.10 Unless otherwise mutually agreed in writing by the parties to extend time lines, 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.

31.11 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 as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

31.12 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 or a discharge may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

31.13 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 XXXII - GRIEVANCE PROCEDURE

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

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

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) Aggrieved Party - the "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually or the Union filing a grievance.

- c) 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.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

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

- a) Except at Step I, 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, if possible.
- b) Except at Step I, 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.
- c) 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.
- d) 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 Employer and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer or the Union in future proceedings.
- e) The aggrieved party may request a Union representative to represent him at any step of the Grievance Procedure after Step I.
- f) This Grievance Procedure shall be the sole and exclusive procedure for the interpretation of and enforcement of this Agreement.
- g) 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.

- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

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

Step 1:

An employee who believes he may have a grievance shall notify his immediate 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 Union representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee and after providing 24 hour notice of the scheduled meeting to the employee. 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. The supervisor shall give his answer within five (5) days of the meeting.

Step 2:

If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Department Head within seven (7) days from the date of the rendering of the decision at Step 1. The Department Head shall convene a meeting within seven (7) days of the receipt of the appeal after giving the employee 24 hour notice of the scheduled meeting. The meeting will be held with the aggrieved party and his representative, if he requests one. The Department Head shall issue a written decision to the employee's representative, with a copy to the employee if he requests one, within seven (7) days from the date of the meeting.

Step 3:

If the aggrieved party 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 within ten (10) 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 Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his Union representative, an Ohio Council 8 representative and any other party necessary to provide the required information for the rendering of a proper decision. The Union shall have the right to modify a pending grievance at this step in order to clarify procedural matters provided, however that the basic issue raised by the grievance may not be changed. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one within fifteen (15) days from the date of the meeting.

If the grievance is not satisfactorily settled in Step 3, the grievance shall be submitted to Ohio Council 8. Ohio Council 8 will then review the merits of the grievance and decide, not later than thirty (30) days after the Step 3 answer was issued, whether or not to recommend further appeal. Should Ohio Council 8 decide not to pursue the grievance further, the grievant(s) shall be so informed and the grievance shall be withdrawn. Should Ohio Council 8 decide to process the grievance further, the Union may proceed to arbitration within thirty (30) days after the Step 3 answer is issued, pursuant to the Arbitration Procedure herein contained.

The Union and the Ohio Council 8 shall have final authority, in the Union's capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of any grievance at any step of the grievance procedure if the Union or the Ohio Council 8 determines that the grievance lacks merit or lacks justification under the terms of this Agreement, or that it has been settled or adjusted in a fair and equitable manner, consistent with the terms of this Agreement and the underlying continuing relationships of the parties.

Step 4.

Section 1. All grievances not settled at Step 3 shall be mediated prior to being referred to arbitration, unless the parties mutually agree that the case should not be mediated. The parties shall attempt to select a mediator by mutual agreement. If they are unable to agree, then they shall request a mediator be provided by the Federal Mediation and Conciliation Service. The cost for mediation shall be shared equally by the parties.

Section 2. Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with parties. No verbatim record of the proceeding shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments.

Written materials presented to the mediator will be returned to the party at the conclusion of the conference.

Section 3. If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral (or if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented to arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.

ARTICLE XXXIII - ARBITRATION PROCEDURE

33.01 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) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, Ohio Council 8 may submit the grievance to arbitration. Upon notification by the Union to

the Employer, the parties shall meet within ten (10) days 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 alternatively until one name remains who shall be designated the arbitrator to hear the grievance in question.

33.02 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 make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

33.03 The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties.

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

33.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

33.06 The arbitrator's decision and award shall 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.

33.07 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Nels Nelson; 2) David Pincus; 3) Dennis Minni; 4) Robert Stein; and 5) James Mancini.

ARTICLE XXXIV - PERSONNEL RECORDS

34.01 An employee shall have a reasonable opportunity to review his personnel file or record as maintained by the Employer. An employee shall be notified of any and all written material provided to a third party, except references and credit information.

34.02 An employee shall be provided with a copy of any document concerning the performance of his duties or character placed in his personnel file. The employee shall have a right to have placed in such file his statement concerning such document. The employee shall be given ten (10) working days to submit such statement.

34.03 An employee shall have the right to grieve the placement of any document in his personnel file or any reprimand concerning his performance not resulting in time off, up to and including Step 3 of the Grievance Procedure. Should the grievance be sustained, an appropriate notation in the personnel file shall be made by the Employer.

34.04 For purposes of disciplinary actions, the Employer shall consider only documents in the personnel file pertaining to prior disciplinary actions and investigatory materials on current charges.

ARTICLE XXXV - LABOR MANAGEMENT COMMITTEE

35.01 Purpose. It is the desire of the Employer and the Union to maintain the highest standards of safety and professionalism in the delivery of service to the citizens at large. The Employer and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.

35.02 The parties recognize that for their joint benefit a Labor management Committee shall be established within ninety (90) days of the effective date of this Agreement.

35.03 The composition of this committee shall be up to two (2) members of the bargaining unit of the Union, one representative from Ohio Council 8, and up to three (3) members of management. This committee shall meet as frequently as each party feels necessary but not less than twice yearly and discuss any issues which either party wishes to raise relating to the City provided that no agreement may be reached on any matter that would alter in any way the terms of this Agreement.

35.04 Neither party has an obligation to act upon the issues raised however, any issue raised may also be pursued through the grievance procedure, only if the existing situation violates the collective bargaining agreement.

35.05 The committee shall be co-chaired by the representatives of the Employer and the Union. The committee's general responsibilities will be to provide recommendations for safe, healthy and efficient work environment.

35.06 The committee shall meet on an as needed basis as requested by either co-chairman.

35.07 The committee shall keep and review minutes of all committee meetings.

35.08 The committee shall operate and establish its rules consistent with the above principles.

ARTICLE XXXVI - WORKPLACE TRAINING

36.01 Basic first aid and CPR training shall be offered to all employees under guidelines established by the American Red Cross.

ARTICLE XXXVII - GENDER AND PLURAL

37.01 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 it not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXXVIII - HEADINGS

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

ARTICLE XXXIX - OBLIGATION TO NEGOTIATE

39.01 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/negotiations 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.

39.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. Notwithstanding any provision in this Article, either party may propose to amend or modify this Agreement and shall so notify the other party in writing. Amendments to and modifications must be made by mutual agreement of the parties. The parties agree to meet and discuss, but are not required to negotiate, within thirty (30) days of notification.

ARTICLE XL - TOTAL AGREEMENT

40.01 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.

ARTICLE XLI - DURATION

41.01 This Agreement shall become effective January 1, 2013 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2015.

ARTICLE XLII - LEGALITY

42.01 It is the intent of the Employer and the Union that this Agreement comply in every respect with the applicable State and Federal Laws and, if it is determined by a

court of competent jurisdiction that any provision that this Agreement is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining provisions which shall remain in full force and effect. In the event any provision is determined unlawful, the parties agree to reopen the contract regarding that provision and the parties shall meet within thirty (30) calendar days for the purpose of negotiating an alternative provision.

ARTICLE XLIII - EXECUTION

43.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of December, 2013.

FOR THE UNION

AFSCME , Local 3816,
Administrative Chapter

Jacquelyn Moore

FOR THE EMPLOYER

City of Bay Village, Ohio

Deborah Sutherland 12.1.13
Deborah Sutherland, Mayor

FOR Ohio Council 8

[Signature]

APPENDIX A

7/1/13

Classification	Starting Rate	After 1 Year	After 2 Years
✓ Animal Control Officer	16.3972	18.0189	19.8011
Assistant to Community Service	16.5470	18.1835	19.9820
✓ Building Inspector 1	29.1475	32.0302	35.1981
✓ Building Inspector 2	26.4237	29.0371	31.9088
City Inspector	21.0743	23.1586	25.4490
✓ City Planner	26.8654	29.5224	32.4421
Clerk-Secretary	14.9268	16.5687	18.4003
✓ Custodian (Part time)	12.5722	13.8157	14.4341
✓ Custodian	12.5722	13.8157	14.9373
Payroll/Benefits Coordinator	20.9178	22.9866	25.2600
Senior Center Activities Manager	14.3083	15.7234	17.2785
Senior Transportation Coordinator	10.9373	12.0190	13.2077

1/1/2014

Classification	Starting Rate	After 1 Year	After 2 Years
Animal Control Officer	16.7251	18.3793	20.1971
Assistant to Community Service	16.8779	18.5472	20.3816
Building Inspector 1	29.7305	32.6708	35.9021
Building Inspector 2	26.9522	29.6178	32.5470
City Inspector	21.4958	23.6218	25.9580
City Planner	27.4027	30.1128	33.0909
Clerk-Secretary	15.2253	16.9001	18.7683
Custodian (Part time)	12.8236	14.0920	14.7228
Custodian	12.8236	14.0920	15.2360
Payroll/Benefits Coordinator	21.3362	23.4463	25.7652
Senior Center Activities Manager	14.5945	16.0379	17.6241
Senior Transportation Coordinator	11.1560	12.2594	13.4719

1/1/2015

Classification	Starting Rate	After 1 Year	After 2 Years
Animal Control Officer	17.0596	18.7469	20.6010
Assistant to Community Service	17.2155	18.9181	20.7892
Building Inspector 1	30.3251	33.3242	36.6201
Building Inspector 2	27.4912	30.2102	33.1979
City Inspector	21.9257	24.0942	26.4772
City Planner	27.9508	30.7151	33.7527
Clerk-Secretary	15.5298	17.2381	19.1437
Custodian (Part time)	13.0801	14.3738	15.0173
Custodian	13.0801	14.3738	15.5407
Payroll/Benefits Coordinator	21.7629	23.9152	26.2805
Senior Center Activities Manager	14.8864	16.3587	17.9766
Senior Transportation Coordinator	11.3791	12.5046	13.7413

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BAY VILLAGE
AND
AFSCME OHIO COUNCIL 8 & LOCAL 3816 (ADMINISTRATIVE UNIT)

In the event that any bargaining unit negotiates (prior to fact-finding and/or conciliation) benefits greater than those agreed to by AFSCME Service or the Administrative employees receive an across the board increase, said will also be applied to these bargaining units. This does not affect the re-organization of the service department. This clause also includes health benefits in the event that a more favorable plan is negotiated with another bargaining Union under the same conditions as above.

FOR THE UNION:

Jacquelyn Mook

Date: 11/27/13

FOR THE EMPLOYER:

Dennis J. Schurland

Date: 12.1.13

OHIO COUNCIL 8:

[Signature]

Date: 11/27/2013

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF BAY VILLAGE

AND

AFSCME LOCAL 3816 (ADMINISTRATIVE EMPLOYEES),

AND OHIO COUNCIL 8

The following individuals are considered "off the pay scale" under Article XXVI, Section 26.03 and will continue to receive the general pay increases listed in Section 26.04 until the time they leave employment:

Name	Classification	2013 Hourly Rate	2014 Hourly Rate	2015 Hourly Rate
Gloria Frombach	Clerk/Secretary	21.3458	21.7727	22.2082
Jacquelyn Moore	Clerk/Secretary	20.5972	21.0091	21.4293
Theresa Holliday	Custodian (part-time)	14.9373	15.2360	15.5407

Local 3816 (Administrative Unit)

Jacquelyn Moore

Date: 11/27/13

Ohio Council 8

[Signature]

Date: 11/27/2013

City of Bay Village

[Signature]

Date: 12-1-13

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF BAY VILLAGE

AND

AFSCME LOCAL 3816 (ADMINISTRATIVE EMPLOYEES),

AND OHIO COUNCIL 8

The parties agree to the following, when filling any vacancy under Article XVII of the collective bargaining agreement:

An employee promoted to a classification with a rate of pay higher than their current classification shall be placed at the next tier higher than their current rate of pay. An employee awarded a position equal to their current rate of pay shall enter into the pay scale at the tier that is equal to what they are currently being paid. An employee awarded a position with a pay rate lower than their current classification shall be placed at the highest tier of the new classification. The "After 2 years" rate is used to determine the higher classification.

Local 3816 (Administrative Unit)

Jacquelyn Moore

Date: 11/17/13

City of Bay Village

Dorothy Seethelund

Date: 12-1-13

Ohio Council 8

[Signature]

Date: 11/27/2013