



**AN AGREEMENT**  
**BETWEEN**  
**THE CITY OF STREETSBORO**  
**AND**  
**OHIO COUNCIL 8 AND LOCAL 3811**  
**BOTH**  
**AMERICAN FEDERATION OF STATE, COUNTY, AND**  
**MUNICIPAL EMPLOYEES**

12-MED-09-1031  
1958-03  
K30474  
01/31/2014

**January 1, 2013 through December 31, 2015**

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**ARTICLE 1  
PREAMBLE**

- 1.1 This Agreement is hereby entered into by and between the City of Streetsboro, hereinafter referred to as the "Employer" and Ohio Council 8, and Local 3811 both of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

**ARTICLE 2  
PURPOSE AND INTENT**

- 2.1 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:
- a. To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms and conditions of their employment;
  - b. To promote fair and reasonable working conditions;
  - c. To promote individual efficiency and service to the citizens of the City of Streetsboro;
  - d. To avoid interruption or interference with the efficient operation of the Employer's business; and
  - e. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3  
RECOGNITION**

- 3.1 The employer hereby recognizes the Union as the sole and exclusive representative and bargaining agent regarding any and all matters pertaining to wages, hours or terms and all other conditions of employment in the following unit:

INCLUDING: All employees of the City of Streetsboro, including

Clerk/Secretary	General Foreman
Crew Leader	Utility Worker
Mechanic	Chief Mechanic
Clerk/Secretary/Network Coordinator	Building Inspector
Engineering Tech./Inspector	Zoning Inspector I
Sr. Finance Clerk	Recreation Programmer
All Service Department Employees	

The City and the Union agree to file a joint position with the State Employee Relations Board to re-classify the following positions of Clerk/Secretary 1, Clerk/Secretary 2, Clerk/Secretary 3, Clerk/Secretary 4 and Administrative Assistant as Clerk/Secretary. The City and the Union agree to re-classify the Laborer to Utility Worker. The City and the Union also agree to re-classify the Parks Coordinator in the Recreation Department to Recreation Programmer. The City and the Union also agree to place the Administrative Assistant in the Fire Department in the AFSCME Local 3811 Bargaining Unit and to re-title the position Clerk/Secretary. The above will become effective with State Employee Relations Board approval.

Should the City recreate prior classifications, the parties shall add the recreated classifications to the recognized bargaining unit.

**EXCLUDED:** All management-level employees, including but not limited to:

Building Director	Members of the Fire Dept.
Confidential Employees	Supervisors as defined in Act
Members of the Police Dept.	Engineering Director
Clerk/Secretary (to the Mayor)	Assistant Service Director

- 3.2 When a new job classification is added to the list of classifications presently existing which is similar to those in the bargaining unit, such new classification(s) will automatically be subject to review between the Employer and the Union as to whether such classification(s) belongs in the bargaining unit. In the event of a dispute, such classification will be forwarded to the State Employee Relations Board for a final determination. Likewise, when a change is proposed to an existing position description within the bargaining unit, the Employee agrees to consult with the Union at least thirty (30) days prior to the time the change is to take effect.
- 3.3 The Employer and Union shall meet for the purpose of negotiating wage rates for any newly created job classification within the bargaining unit. In the event of a disagreement, the City retains the right to implement a wage rate.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

- 4.1 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:
- a. Suspend, discipline, demote or discharge for just cause; or hire, layoff, transfer, assign, schedule, promote or retain employees;
  - b. Determine the number of persons required to be employed, laid off, or discharged for just cause;

- c. Determine the qualifications of employees covered by this Agreement;
  - d. Determine the starting and quitting time and the number of hours to be worked by its employees;
  - e. Make any and all reasonable rules and regulations;
  - f. Determine the work assignments of its employees;
  - g. Determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
  - h. Determine the type of equipment used and the sequence of work processes;
  - i. Determine the making of technological alternations by revising either process or equipment, or both;
  - j. Determine work standards and the quality and quantity of work to be produced;
  - k. Select and locate building and other facilities;
  - l. Establish, expand, transfer and/or consolidate work processes and facilities;
  - m. 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;
  - n. Terminate or eliminate all or any part of its work or facilities.
- 4.2 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of 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 and shall not be subject to the grievance procedure herein contained.

**ARTICLE 5  
UNION DUE DEDUCTIONS (CHECK OFF)**

- 5.1 During the term of this Agreement, the Employer shall deduct regular monthly Union dues, fees and assessments from the wages of those employees who have voluntarily signed due deductions authorization forms permitting said deductions. The dues deductions shall be made bi-weekly. If the employee's pay

for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

- 5.2 The Employer agrees to supply the Union with an alphabetical list of those employees for whom due deductions have been made.
- 5.3 A check in the amount of the total due, fees and assessments withheld from those employees authorizing a dues deduction shall be tendered to the Controller, AFSCME Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085 within ten (10) days from the date of making said deductions.
- 5.4 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.
- 5.5 **Fair Share Fee.** All employees hired on/or after January 1, 1997, who do not become members in good standing of the Union, shall pay a fair share fee to the Union, effective sixty-one (61) days from the employee's date of hire. The fair share fee amount shall be certified to the Employer by the Union and shall not exceed the dues paid by members of the same bargaining unit. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein, and employees, who are not members of a Union, are required as a condition of employment, to pay the fair share fees. A separate listing of those employees paying the fair share fee shall be submitted to the Union along with the check for the fair share fees in accordance with Section 5.3 of this Article.

Any employee, as defined in paragraph I of this Section, who fails to meet the requirements of this Article, shall not be retained in the employ of the Employer, provided the Union has notified the Employer and the employee in writing, by certified mail, of such default and said employee shall have failed to remedy the same within ten (10) days after receipt of such notice.

The Union hereby agrees to indemnify the Employer from any and all claims, suits, and judgments and other forms of liability, including all costs of proceedings arising out of the Employer's agreement with the Union contained in this Article.

**ARTICLE 6  
NO-STRIKE**

- 6.1 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.
- 6.2 In addition, the Union shall cooperate at all times with the Employer in 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.
- 6.3 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 damage 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 by law.
- 6.4 The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

**ARTICLE 7  
NON-DISCRIMINATION**

- 7.1 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, gender, disability or politics.
- 7.2 The Employer and Union expressly agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

**ARTICLE 8  
LABOR MANAGEMENT COMMITTEE**

- 8.1 In the interest of sound Labor/Management and to promote harmonious relations, a Labor/Management committee shall be continued.

- 8.2 Meetings shall be held quarterly or, as needed, and shall be scheduled at mutually agreed upon times between the hours of 9:00 a.m. and 3:00 p.m.
- 8.3 The Committee shall be made up of two (2) representatives of the Employer, and two (2) members of the local Union. An Ohio Council 8 Staff Representative may attend such meetings.
- 8.4 Labor members of the committees shall suffer no loss of pay for attending such meetings.
- 8.5 An Agenda may be exchanged at least three (3) working days in advance of the scheduled meeting with a list of the matters to be discussed and acted upon in the meeting.

**ARTICLE 9  
HEALTH AND SAFETY**

- 9.1 Safety is a mutual concern to the Employer and the Union. The Union will cooperate with the Employer in encouraging employees to observe all safety rules and practices necessary to maintain a safe and healthful workplace. Safety violations shall be grounds for reasonable disciplinary action.
- 9.2 The Employer shall make every reasonable effort to comply with Federal, State and Local safety and health laws, rules and regulations.
- 9.3 The Employer will buy protective equipment as it deems necessary and in its sole discretion.
- 9.4 The Employer shall supply a first aid kits as it deems necessary and in its sole discretion.
- 9.5 The Employer will maintain the Service Department equipment is safe, reliable working order.
- 9.6 All employees shall promptly report in writing any unsafe conditions to their supervisor. If an employee believes a job is and/or vehicle is hazardous to his/her health and safety, or the health and safety of other employees or the public, he/she may request that his/her local Union representative (steward) be called to the matter with his/her immediate supervisor. The Employer shall promptly call the local representative (steward) to attempt to resolve the matter. After inspection of the equipment or condition and discussion with the employee and his/her local Union representative, the Employer shall decide whether to take the equipment out of service or to correct other reportedly unsafe conditions.
- 9.7 All employees who are injured or who are involved in an accident during the course of their employment shall file an accident report on a form furnished by the Employer. No matter how slight the incident, all injuries shall be reported to the employee's immediate supervisor and any necessary medical attention shall

be arranged by the Employer. The supervisor shall provide assistance to employees in filling out necessary forms when requested. The employee shall be furnished a copy of any and all incident reports filed by the employee within a reasonable time upon request.

- 9.8 Any medical examinations required by the Employer shall be performed at no cost to the employee, and the Employer shall receive a copy of the medical report. The employee shall also receive a copy of the medical report upon request.
- 9.9 Effective January 1, 2010, the Employer shall provide the following safety gear as needed to the City employees and new hires working, parking on or near roads, or inspecting same and to employees working in construction areas: class III safety vest, hard hat, hearing protection, gloves and safety glasses. New hires shall be provided the following foul weather gear: full body insulated suit, full body rain gear, and rain boots.

Effective January 1, 2012, each Recreation Programmer will be provided with one set each of winter gear and one set of rain gear.

Non-probationary employees shall receive the sum provided below on January 1 of each year of the contract in order to replace lost, damaged or worn out items listed above.

January 1, 2013	\$300.00
January 1, 2014	\$350.00
January 1, 2015	\$400.00

- 9.10 The Employer agrees that when the outside temperature falls below zero (0) degrees, as verified by the U.S. Weather Bureau, Akron-Canton Airport, any employee in the Bargaining Unit who normally works outdoors shall be permitted fifteen (15) minute "warm up" breaks every two hours in a heated vehicle or building during the term of an outside assignment. This does not refer to those times an employee is required to work outdoors during a bona fide emergency. During those times, the Employer shall attempt to the best of its ability, to assign indoor work to those employees.
- 9.11 The employer agrees that when the outside temperature rises above ninety (90) degrees, as verified by the U.S. Weather Bureau, Akron-Canton Airport, any employee in the Bargaining Unit who normally works outdoors shall be permitted fifteen (15) minute "cool down" breaks every two hours in an air conditioned vehicle or building during the term of an outside assignment. This does not refer to those times an employee is required to work outdoors during a bona fide emergency. During those times, the Employer shall attempt to the best of its ability, to assign indoor work to those employees.

**ARTICLE 10  
PROBATIONARY PERIOD**

- 10.1 The probationary period for all newly hired employees shall not exceed six (6) months. Newly hired employees shall have no seniority during probationary periods; however, upon completion of the probationary period, seniority shall start from the date of hire.
- 10.2 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees, or to reduce promotional probationary employees to their previous rank and any such action shall not be appealable through any Grievance or Arbitration procedure herein contained, or any Civil Service Procedure.

**ARTICLE 11  
BULLETIN BOARDS**

- 11.1 The Employer agrees to provide an adequate sized bulletin board at the service garage and administrative offices and location mutually agreed upon for the use by the Union including the following notices:
- a. Recreational and social affairs of the Union;
  - b. Union elections and nominations;
  - c. Union committee reports and activities;
  - d. Union elections and nominations and activities hereto;
  - e. Union meetings;
  - f. Union bulletins, newspapers and periodicals;
  - g. Union agreements, supplemental or addendum agreements;
  - h. Union representatives, stewards, officers or officials;
  - i. Ruling or policies of the International Union, Ohio Council 8, or local.
- 11.2 Such notices or posting above does not require the approval of the Employer, however, a copy shall be provided to the Employer at the time of the posting. Such posting shall not contain anything defamatory in nature.

**ARTICLE 12  
WORK RULES**

- 12.1 The Employer shall have the right to promulgate reasonable rules and regulations necessary for the orderly and efficient operations of the Employer. Such rules and regulations shall not conflict with the express terms and conditions of this Agreement. The City shall consult the Union concerning any new rules or regulations or changes in existing rules or regulations prior to the posting.
- 12.2 Ten (10) work days prior to the implementation, the City agrees to post such rule(s) or regulation(s) on the City's bulletin board with a copy forwarded to the Local Union President.

- 12.3 The Employer shall provide all employees with Employee Handbook and any Work Rules or Policies and Procedures that apply to their job at time of hire and any time an employee changes classifications or Department. The Employer also agrees to provide each employee a copy of revised Employee Handbooks, Work Rules or Policies and Procedures no later than one (1) day prior to implementation.
- 12.4 As of January 1, 2010, all employees will be provided with an Employee Handbook and Department Work Rules, if applicable. Policies and Procedures will be discussed at labor management meetings.

**ARTICLE 13**  
**UNION REPRESENTATION**

- 13.1 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. The Union shall notify the Employer, in writing, of its selection.
- 13.2 The Employer shall recognize a Chief Steward, two (2) Stewards and two (2) Alternate Stewards. The Steward shall represent employees on all shifts. The Alternate Steward shall be recognized when the regular Steward is absent or otherwise not available. The Employer shall also recognize a Local President and Vice President (Union Officials).
- 13.3 The Local President, Vice-President, Chief Steward, Stewards or Alternate, as described in paragraph 13.2, shall be allowed reasonable time to address matters set forth in paragraph 13.1, above, without loss of pay during working hours, provided prior notice and approval is given by his immediate supervisor. Such approval shall not be unreasonably denied. A Union Official shall be present, for processing regular grievances concerning contract interpretation issues. At Step 3, one (1) Union Staff Representative may also attend, as well as the Local President or Chief Steward. Any meetings scheduled with management representatives will normally be scheduled Monday thru Friday, 9:00 a.m. to 3:00 p.m.
- 13.4 Necessary internal Union business (e.g.; internal Union business will mean any Union issues that do not involve the City of Streetsboro) shall be conducted; with prior supervisory approval at the supervisor's absolute discretion, normally during the last half hour of the applicable shift.
- 13.5 Ohio Council 8 Staff Representatives, upon prior notice to the Employer, shall be permitted reasonable access to the Employer's premises for the purposes of attending labor/management meetings, grievance hearings and for enforcement of the collective bargaining agreement.

**ARTICLE 14**  
**SENIORITY**

- 14.1 Accept as otherwise provided in this Agreement, seniority shall be defined as an employee's uninterrupted length of continual employment 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.
- 14.2 An employee's seniority shall be terminated when one or more of the following occur:
- a. He resigns;
  - b. He is discharged for just cause;
  - c. He is laid off for a period of time exceeding two (2) years;
  - d. He retires;
  - e. He fails to report to work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
  - f. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
  - g. He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.
- 14.3 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.
- 14.4 The Employer shall provide a current seniority list to the Union on an annual basis.
- 14.5 The Employer will provide the Union with updated information when changes in the bargaining unit personnel occur or their addresses change.

**ARTICLE 15**  
**LAYOFF AND RECALL**

- 15.1 When the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the Provisions hereinafter set forth terms and conditions of this Article.
- 15.1. Employees within affected class shall be laid off according their department unit seniority with the least senior employee being laid off first, providing that all students, temporary, part-time, seasonal and probationary employees within the effected job classifications are laid off first in the above respective order.
- 15.3 Employees(s) who are laid off from one job classification may displace (bump) another employee(s) with lesser seniority in a lower rated job classification within the Department according to the terms and conditions set forth in this Article.

- 15.4 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated job classification pursuant to the terms and conditions set forth in this Article.
- 15.5 In all cases where one employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to displace (bump), according to the terms and conditions set forth in this Article.
- 15.6 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and is unable or chooses not to displace (bump) another employee pursuant to the above provisions, shall be laid off
- 15.7 Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for two (2) years from the date of his layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within five (5) calendar days from the date the employee receives the recall notice, except in extenuating circumstances, as determined by the Employer, shall be considered to have resigned his position and forfeits all right to employment with the Employer.
- 15.8 Employee(s) scheduled for layoff, and the Union, shall be given a minimum of fourteen (14) days advance written notice of layoff.
- 15.9 For the purpose of this Article only, the Service Department is comprised of 1) the Water Department, 2) the Roads and Service Department, and 3) the Grounds and Maintenance Department. Where Service Department employee is exercising his seniority to bump another employee, his right to bump is limited to the Service Department. Except as provided herein, where a Recreation Department, Building Department, Planning Department, Engineering Department or Finance Department employee is exercising his seniority to bump another employee, his right to bump is limited to the Recreation Department, Building Department, Planning Department, Engineering Department or Finance Department. Where a clerk/secretary is exercising his or her seniority to bump another employee, his or her right to bump is not limited to his or her Department
- 15.10 Employee(s) exercising bumping rights will use exhibit A.

## **ARTICLE 16**

### **VACANCIES AND JOB POSTINGS**

- 16.1 When the Employer intends to fill a vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of five (5) working days. The

announcement shall contain the job title of the vacancy, a brief job description of the minimum qualifications and the rate of pay, and the date of the posting and bid deadline dated.

- 16.2 Any employee wishing to apply for the posted vacancy must submit his application using Exhibit B to the Department Director and Human Resources Department by the end of the posting period in order to be considered for the position.
- 16.3 The City shall fill the opening within ten (10) working days, after the expiration of the posting deadline, by selecting the employee who has the most qualifications, skills, experience and ability to perform the work in question, as determined by the City. If the qualifications, skills, experience and ability are substantially equal for the top two candidates, the vacancy shall be filled by the applicant possessing the most seniority.
- 16.4 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for sixty (60) days, pending the Employer's determination to fill the vacancy on a permanent basis.
- 16.5 An employee who is awarded a new job title shall be required to satisfactorily complete a period not to exceed ninety (90) day probationary period. The Employer has the option to extend the promotional probationary period set forth herein for up to sixty (60) days. He/she will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employer's sole discretion, or voluntarily by the employee, that the employee cannot satisfactorily perform the new job, he may be returned to his previously held position and his prior rate of pay. Such reversion to an employee's prior position may be appealable to any grievance/arbitration procedure herein contained, or any Civil Service Procedure.
- 16.6 If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.
- 16.7 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

## **ARTICLE 17**

### **TEMPORARY TRANSFER TO TEMPORARY ASSIGNMENTS, WORKING OUT OF CLASSIFICATION, ON-CALL STATUS, EMERGENCY SHOW-UP**

- 17.1 Any employee who is temporarily assigned to a job classification with an hourly rate of pay lower than the hourly rate of pay they are regularly paid shall receive their regular hourly rate of pay for all time worked in such position.
- 17.2 Employees assigned to work in a higher classification for 20 or more hours in a work week shall be paid at the higher rate for the entire work week. The City will not use multiple temporary transfers to avoid paying employees the higher rate of pay.
- 17.3 During the snow/ice control weather control season, and under such adverse weather conditions, employees are expected to advise the Service Director or his designee, when off duty, and not on authorized leaves, where they can be located for call-outs, if at all possible.
- 17.4 Any employee required to report in case of an emergency shall be paid a minimum of three (3) hours pay at time and one-half (1 1/2) their regular hourly rate except when such call-out starting time overlaps into their regular scheduled starting time, then time and one-half (1 1/2) shall be paid for the actual hours worked.

## **ARTICLE 18**

### **DISCIPLINARY PROCEDURE**

- 18.1 This procedure shall apply to all non-probationary employees covered by this Agreement.
- 18.2 An employee may elect to have representation by one (1) Union Official and a Union Staff Representative, if available, at each step of the Disciplinary Procedure.
- 18.3 Discipline shall be imposed only for just cause. The specific act(s) for which discipline is being imposed and the penalty shall be specified in writing in the Notice of Discipline. The Notice serviced on the employee shall contain a reference to dates, times, and places, if possible.
- 18.4 An employee who is suspended or terminated may file an expedited grievance as outlined in Article 37.
- 18.5 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.
- 18.6 The Union on behalf of all employee 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.

- 18.7 Records of discipline action shall have no force and effect in future disciplinary actions according to the following schedule provided there have been no intervening disciplinary actions taken during the same time period:

Verbal Warning or Written Reprimand -	12 months
Short Term Suspensions (3 days or less) -	18 months
Long Term Suspensions (more than 3 days) -	24 months

## **ARTICLE 19 SICK LEAVE**

- 19.1 Sick leave shall be defined as an absence with pay necessitated by:
- a. Illness or injury to the employee;
  - b. Exposure by the employee to a contagious disease communicable to other employees;
  - c. Serious illness or injury; and/or
  - d. Use of sick leave for doctor and dentist appointments for an employee or his immediate family.
- 19.2 All employees shall earn sick leave at the rate of four and six-tenth (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.
- 19.3 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.
- 19.4 Sick leave may be used in segments of not less than one half (1/2) hour.
- 19.5 Before an absence may be charged against accumulated sick leave, the Department Director may require proof of the illness or injury or may require the employee to be examined by the physician designated by the Department Director and paid by the Employer. In any event, an employee absent for more than three (3) days must supply a physician's report to be eligible for paid sick leave.
- 19.6 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Director, at his discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Director's discretion, be considered an unauthorized leave and shall be without pay.
- 19.7 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Patterned use will be considered, but not limited to, a

minimum of two (2) sick days taken on strategic days such as after or before a scheduled vacation or holiday recognized by the Employer. Abuse or patterned use will be considered, but not limited to, a minimum of five (5) occurrences taken off in a calendar year without medical verification of a specific problem creating this use. An employee who has called in sick shall not engage in outside activities, including secondary employment, or recreational activities inconsistent with the reason the employee is requesting sick leave, which the employee is receiving sick leave benefits.

- 19.8 The Department Director may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disable from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.
- 19.9 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 parents, grandparents, spouse, spouse's parents, spouse's grandparents, grandchildren, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or person in loco parentis.
- 19.10 Bereavement Leave. An employee may utilize three (3) paid work days for attending the funeral of a person defined in the immediate family mentioned above. An employee may utilize one (1) paid work day for the purpose of attending a funeral of other relatives or close friends upon written request to the Mayor.
- 19.11 Good Attendance. If full time employees use less than forty (40) hours of sick leave during a calendar year, not counting use of personal leave or sick leave used pursuant to the Family and Medical Leave Act, he/she shall be eligible for payment of the unused sick leave hours derived from subtracting the actual hours used from forty (40) hours. The resulting sick leave hours shall be at that calendar years hourly rate and multiplied by one hundred (100%) percent. Payment will be made on the first fully pay in January following the particular calendar year.
- 19.12 Upon retirement of an employee who has not less than ten (10) years of continuous employment with the State of Ohio public employees retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed nine hundred sixty (960) hours.
- 19.13 Up to three (3) days of sick leave per year may be used as personal days subject to the following:

- a. Actual entitlement to sick leave,
  - b. Any such days are not used consecutively, and
- 19.14 Any sick leave used for FMLA qualifying purposes under this Article shall be counted against the employee's applicable twelve (12) weeks of FMLA leave.
- 19.15 If an employee uses sick time for a medical appointment or non-illness appointment, the employee is permitted to return to work for overtime with proof of appointment or Supervisor approval.

## **ARTICLE 20 UNPAID LEAVES OF ABSENCE**

- 20.1 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, education purposes, employment by the Union, or other personal reasonable, including maternity leave. The decision to grant the leave or the length of the leave period will be at the sole discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer.
- 20.2 All leaves of absence (and any extensions thereof) must be applied for and granted in writing. Except in cases of emergency, the leave request shall be filed with the employee's Department Director not later than thirty (30) days prior to the date on which the leave is to start. Along with the request for the leave he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. The employee will be notified within two (2) weeks from the date of the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his absence, including seniority, however, in the case of FMLA leave, the employee shall receive all benefits to which he/she is entitled.
- 20.3 Leave of absence will not be granted for the employee to seek employment with another Employer, nor shall any employee work for another Employer during the time period he is on leave. Any employee who works for another Employer while on leave shall have his leave canceled immediately and be subject to disciplinary action. To the extent not inconsistent with their leave of absence, a local union official may continue to conduct business on behalf of the Union.
- 20.4 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work, as determined at the discretion of the Employer.

- 20.5 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.
- 20.6 Employees absent from work without authorization or approval shall be considered on an unauthorized leave. An unauthorized leave for a period of more than two (2) eight (8) hour consecutive working days may, at the Employer's discretion, subject the employee to disciplinary action, including discharge.
- 20.7 Unpaid time used for FMLA qualifying purposes under this Article shall be counted against the employee's applicable twelve (12) weeks of FMLA leave.

## **ARTICLE 21 UNION LEAVE**

- 21.1 Employees elected or appointed delegates to conferences or conventions conducted by the Union shall be granted time off without pay to attend such conferences or conventions. Such conferences or conventions shall not exceed a total of four (4) work days per calendar year for the bargaining unit. To be eligible for the use of such Union leave, employees shall give at least fourteen (14) days advance notice of the intended use of such Union leave. No more than one (1) bargaining unit employee may utilize such Union leave.

## **ARTICLE 22 MILITARY LEAVE**

- 22.1 The parties agree that Military Leave shall be in accordance with Ohio and Federal law and the Administrative Codes thereto.

## **ARTICLE 23 MEDICAL CONDITIONS LEAVE**

- 23.1 The Employer, upon written request of an FMLA qualified bargaining unit employee, shall grant such employee a leave of absence without pay, subject to the following:
- a. Any FMLA qualifying leave used under this Article shall be counted against the employee's applicable twelve (12) weeks of FMLA leave.
  - b. Length of Time. Leaves of absence shall be limited to the period of time that the employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable 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.
  - c. Physician's Certificate. An 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 medical conditions.

- d. Sick Leave Usage. Upon request, an employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate that the employee is unable to work as a result of 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 provided herein.

**ARTICLE 24  
VACATIONS**

24.1 All full-time employees shall be entitled to vacation benefits as follows:

From the date of employment to the following December thirty-first (31st), vacation time will be prorated on the basis of 1.54 hours for each eighty (80) hours base pay received or prorated for base pays less than eighty (80) hours. This is considered year one. The following January first (1st) through December thirty-first (31st) is considered year two and full-time employees shall earn eighty (80) hours of vacation time each year until their fifth (5th) year.

Beginning the fifth (5th) year of employment, full time employees shall earn the following amounts of vacation time for each calendar year of service:

<u>Year</u>	<u>Hours Earned</u>
5	120
6	128
7	136
8	144
9	152
10	160
11	168
12	176
13	184
14	192
15 & more	200

Earned vacation time shall be taken or used in the calendar year following the year in which it was earned. Employees will be credited with vacation hours earned in the previous calendar year every January first (1st) of the following year.

24.2 Vacation requests may be made during the months of November and December of the year preceding the year during which the vacation request shall be taken. Seniority shall be the basis for all vacation requests. Vacation requests made after December shall be granted only with the Supervisor's or his designee's

approval based on first request made. All vacation requests are subject to the staffing needs of the Department. Emergency vacation leave will not be unreasonably withheld despite any notice.

- 24.3 Vacation may be taken off in minimum segments of four (4) hours. During the term of this Agreement, at the sole discretion of the Department Director, employees may request to take vacation time off in segments of less than four (4) hours. Such determinations shall not be grievable.
- 24.4 If an employee with at least one (1) year of seniority voluntarily terminates his employment or is involuntarily terminated by the Employer, he shall be eligible and entitled to receive payment for all earned and accrued, but unused, vacation time. In the case of death of the employee, said vacation time shall be paid to the employee's beneficiary.
- 24.5 If an employee is laid off, he shall receive payment for this vacation time as though he had been terminated pursuant to paragraph 24.4 above.
- 24.6 Employees must use vacation time earned in the previous calendar year and credited to them on January 1st of the current calendar year during the current calendar year or it will be deemed forfeited. If an employee, due to reasons beyond his control, is unable to take his calendar year vacation allotment, it may be carried into the next year only upon advance written approval of the Mayor.
- 24.7 The Employer may accept an employee's prior employment with the state or another political subdivision for vacation credit, providing the employment with the City is within one (1) year of severance from another political subdivision.
- 24.8 An employee who takes leave of absence without pay or is suspended without pay shall have his vacation earning reduced by the ratio of unpaid hours occurring within the regular 2,080 hour base period.
- 24.9 All vacation time shall be paid only after the vacation days for which payment is being made have occurred.

## **ARTICLE 25 JURY DUTY PAY**

- 25.1 The City shall grant jury duty leave with full pay to any employee who is summoned for jury duty by any court of competent jurisdiction or if the employee is subpoenaed to court and required to testify about a matter resulting from his duties as a City employee.
- 25.2 Any compensation or reimbursement for jury duty received by the employee from the court, when such duty is performed during an employee's normal working hours, shall be turned over to the City.

- 25.3 Any employee on jury duty leave must return to work if two (2) or more hours remain in the employee's regular work day, upon release from court.

## **ARTICLE 26 HOLIDAYS**

- 26.1 All full-time employees shall receive the following paid holidays at their regular (straight time) hourly rate:

New Year's Day	(8 hours)	Veteran's Day	(8 hours)
Martin Luther King Day	(8 hours)	Thanksgiving	(8 hours)
President's Day	(8 hours)	Friday after Thanksgiving	(8 hours)
Good Friday	(8 hours)	Christmas Eve	(8 hours)
Memorial Day	(8 hours)	Christmas	(8 hours)
Independence Day	(8 hours)	2 Floating Holidays	(16 hours)
Labor Day	(8 hours)		

- 26.2 In order to be eligible for the above holidays, the employee must report to work and work the last scheduled work day before the holiday, first scheduled workday immediately after the holiday, or the holiday if the employee is scheduled to work it. Paid sick leave and paid vacation time shall be considered time worked for this provision.
- 26.3 If any of the above fixed holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.
- 26.4 If any of the holidays in Section 26.1 occur when the employee is on vacation or sick leave whereby a vacation day or sick day occurs either before or after the holiday, the holiday shall take precedence on the day the holiday occurs and the holiday time shall be charged or used for that day.
- 26.5 The floating holiday may be taken at the discretion of the employee, provided he receives advance approval from his Department Director.
- 26.6 When an employee worked on any of the following holidays, the employee shall receive time and one-half (1 1/2) for each hour worked in addition to the pay provide in Section 26.1:

- a. Good Friday
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Day before Christmas
- g. Easter Sunday
- h. Martin Luther King Day
- i. President's Day
- j. Veteran's Day

k. Friday after Thanksgiving

- 26.7 When an employee worked on any of the following holidays, the employee shall receive two (2) times their hourly rate of pay for each hour worked in addition to the pay provided in Section 26.1:
- a. New Years Day
  - b. Christmas Day

**ARTICLE 27  
HOURS OF WORK**

- 27.1 The normal workweek for regular, full-time employees shall be forty (40) hours, in five (5) consecutive days of eight (8) consecutive hours each day, excluding meal periods, commencing 12:01 AM Monday through Midnight Friday. For payroll purposes only, all overtime worked after 3:30 pm or 4:30 p.m. on the last Friday of the pay period through 7:00 a.m. of the first Monday of the pay period, will be applied to the next pay period. The normal work day for Building and grounds may be modified (different start/ending day and time) by mutual agreement of the parties provided that the department scheduled be forty (40) hours, in five (5) consecutive days of either (8) consecutive hours each day, excluding meal periods.
- 27.2 Except for clerical classifications, a fifteen (15) minute on the job rest period shall be permitted during the first four (4) hours of a shift and during the second four (4) hours of a shift, as designated by the Employer. Clerical classifications' rest periods have been combined into a one hour lunch period as outlined in Section 27.3
- 27.3 Bargaining unit members that hold clerical classifications shall have a one (1) hour lunch period of which a half (1/2) hour thirty (30) minutes shall be paid and half (1/2) hour thirty (30) minutes shall be unpaid.
- 27.4 Bargaining unit members shall be required to record their time on a time clock in accordance with City rules and regulations.
- 27.5 With prior approval of the Mayor, employees may be assigned a flexible schedule that varies from the regular schedule in Section 27.1 above.
- 27.6 For purposes of flushing fire hydrants, the City may utilize a four (4) days/week ten (10) hours/ day work schedule on a voluntary basis. Overtime will be calculated during this work schedule for all hours worked over ten (10) hours/day or forty (40) hours/week. All hourly benefits will be adjusted accordingly during this period (i.e., vacations, sick days, overtime, holidays, etc.). The Union will be notified in writing in advance as reasonably possible of this schedule change, indicating the anticipated start and completion of this modified work week

schedule. Upon completion of this flushing schedule change, the normal work schedule shall be reverted back to the normal work scheduled identified in Section 27.1 above.

- 27.7 Any employee performing work related to snow and ice removal during hours other than their regular scheduled hours, shall have his/her hours worked and earned rest period determined by the Supervisor in his sole discretion.

## **ARTICLE 28 OVERTIME PAY**

- 28.1 Employees shall receive one and one-half (1 1/2) times their regular hourly rate for all hours actually worked in excess of eight (8) hours per day or forty (40) hours per week.
- 28.2 Employees may accumulate eighty-eight (88) hours of compensatory time in lieu of overtime. One hour of overtime shall equal one and one half hours of compensatory time. Prior approval of usage of compensatory time must be obtained in writing from the Department Director. Up to forty (40) hours of unused compensation time may be either cashed out and paid by the City in the last pay period in November of each calendar year or carried over into the next calendar year, at the option of the employee. Comp time will not be used in the calculation of the regular rate for overtime. Employees wishing to cash in their comp time must have a written request in to the Finance Department by November 1 of that year. Amounts of compensatory time off in excess of forty (40) hours shall be carried over into the next calendar year.
- 28.3 The Department Director may deny such request if the absence interferes with the efficient operations of the department. Such request shall not be unreasonably denied.
- a. With multiple requests for the same time period, the use of compensatory time shall be approved based upon the most senior bargaining unit employee asking for the compensatory time off if such request is made prior to fifteen (15) days of the requested date. If requests are made less than 15 days in advance, they shall be reviewed on a first come, first serve basis.

## **ARTICLE 29 EQUALIZATION OF OVERTIME**

- 29.1 The Employer will attempt to equalize and distribute overtime work in a fair and equitable manner using the "low man first list", providing that such attempts do not impair the orderly and efficient operation of the department. Overtime equalization shall be done by classification of each department/division at the separate locations in the City. Employees shall only be eligible for overtime for which they are qualified to perform. In any emergency as determined by the

Mayor, overtime may be assigned without regard to the "low man first list" or any other concept of equalization, so as to eliminate the emergency at the earliest possible instance.

- 29.2 The Employer shall attempt to fill its overtime needs from voluntary overtime "low man first list", except the parties will develop a separate list/method for distributing snow and ice removal overtime. In the event an insufficient number of employees accepts the overtime work or the employees accepting the overtime work are unable to either efficiently or adequately perform the work, the Employer may assign the overtime work to those individuals it determines are necessary to adequately and efficiently perform the work in reverse seniority order among the employees qualified to perform the work.
- 29.3 Overtime opportunities shall be accorded on a yearly basis, beginning April 1st and ending March 31st each year. An annual record, updated bi-weekly, of the overtime hours worked by such employees shall be kept on a list and placed within the employee reporting area adjacent to the time clock. Overtime hours shall be recorded on this list as soon as practical after the employee works the hours. An employee who is offered overtime work and for any reason refuses or fails to work the overtime, shall, for the purposes of overtime equalization, be credited with the overtime hours as if he had worked the hours. Employee(s) who are unavailable to be contacted by phone shall be treated similarly.
- 29.4 For purposes of this Article only, an employee who has reported sick, taken a vacation or personal day off or failed to report for work on a day when overtime hours are offered shall, for purposes of overtime equalization only, be credited with the offered overtime hours as if he had actually worked the overtime hours. However, if an employee works sixteen (16) or more consecutive hours, he/she will not be contacted or charged for overtime during the six (6) hour period immediately following.
- 29.5 Overtime will be equalized as nearly as possible within each classification. If the overtime exceeds a twenty (20) hour difference between employees in the classification, then the employees will be offered the ability to work overtime by June 1 of each year.

### **ARTICLE 30 COMPENSATION**

- 30.1 The base hourly rates shall be set forth in Exhibit C for each classification.

Newly hired employees will be placed at step 1. After 6 months of employment the new hire shall be advanced one step based upon satisfactory performance. After 1 year of employment the employee shall be advanced to the next step in the range. Each year, on the employee's anniversary date of the position, the employee shall be advanced to the next step in the range.

Newly hired employees may, based on Knowledge, Skills, Abilities and Experience, be placed at a step higher than step 1 in the range. However, in no event shall an employee be placed at a step higher than the mid-point of the range upon hire.

- 30.2 A meeting allowance of fifty (\$.50) cents, for each hour in attendance for night meetings, shall be paid in addition to the hourly rate for an employee in the classification of Clerk/Secretary.
- 30.3 Employees promoted to a classification higher than their current position classification shall be advanced to a step in the range which is equivalent to at least a two percent (2%) increase from their current compensation. Employees who accept or are demoted to a classification that is less than their current position classification shall be placed in a step in the range which is equal to their current compensation or the next highest step in the range if their compensation is higher than any other step in the new classification.

**ARTICLE 31  
LONGEVITY**

- 31.1 Full-time employees shall receive longevity in addition to regular wages, according to the following schedule:

<u>Upon Completion of</u>	<u>\$ Per Hour</u>	<u>Overtime Rate</u>
3 years	\$0.2333	\$0.3500
4 years	\$0.3333	\$0.5000
5 years	\$0.4333	\$0.6500
6 years	\$0.5333	\$0.8000
7 years	\$0.6333	\$0.9500
8 years	\$0.7000	\$1.0500

- 31.2 Longevity shall be paid based on the hourly rate and be computed only from the employee's most recent date of hire. Prior service with the City, the State of Ohio or any political subdivision thereof, shall not be included for purposes of computing longevity pay.

**ARTICLE 32  
INSURANCE**

- 32.1 The Employer shall provide group insurance Effective January 1, 2012, the Employer will provide two insurance program options (Program A and Program B) and employees have the right to choose which insurance program they wish to enroll in during any open enrollment event. Switching between programs is not available during any other time of the contract. Additions to and/or subtractions from an insurance program is permitted throughout the year within thirty (30) days of a qualifying event (as described by the insurance carrier).

- 32.2 The employer retains the right to change health care and life insurance providers during the term of the contract in as much that bargaining unit employees shall receive comparable coverage that existed as the time of the modification.
- 32.3 Employee contributions: Employees are responsible for paying their specific portion of the insurance programs and said portion will not change for the duration of this agreement. Employee contributions will be automatically deducted from employee paychecks through the Finance Department. Employee contributions will be split between the first two paychecks of each month. Specific contributions are as follows:
- Effective June 1, 2013  
Program A - 13%  
Program B - 7%
- Effective June 1, 2014  
Program A - 15%  
Program B - 9%
- No member shall pay more than 15% of the fully insured healthcare premiums after May 31, 2013.
- 32.4 Where both spouses are employed by the City of Streetsboro, only one will be eligible for health insurance coverage that being the family plan.
- 32.5 A full-time employee eligible for health insurance coverage may elect not to be covered under the City provided health insurance plan and receive a payment of fifty percent (50%) of the premium that the City would have paid for that employee under Program A. An employee electing such payments in lieu of coverage must provide proof that they have other health insurance coverage and must notify the Human Resources Department, thirty (30) days before the first of the month in which they do not want coverage. Payments to employees not electing coverage shall be made quarterly in accordance with the policy period. If an employee elects not to be covered under the City provided health insurance plan, the employee may elect to be covered under the City provided dental and/or vision insurance plan(s).
- 32.6 Notwithstanding the foregoing, the medical coverage extended to the employees shall be subject to any provisions imposed upon all covered employees City-wide.
- 32.7 The Bargaining Unit retains the right to participate in the Health Insurance Committee. This committee will represent the Union during any renewals or changes of insurance programs and may assist the Employer in choosing the insurance program offered to employees. The Employer retains the final decision on insurance program contracts.

- 32.8 The City will make available a Section 125 premium only plan effective June 1, 2010. The plan will offer payment of qualified premiums at pre-taxed dollars.

**ARTICLE 33  
GENDER AND PLURAL**

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

**ARTICLE 34  
CONFORMITY TO LAW**

- 34.1 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provision.
- 34.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of the Agreement which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.
- 34.3 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

**ARTICLE 35  
TOTAL AGREEMENT**

- 35.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposal on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union.

**ARTICLE 36  
DURATION**

- 36.1 This Agreement shall become effective at 12:01 a.m. on January 1, 2013 and shall continue in force and effect, along with any amendments made annexed hereto, until midnight, December 31, 2015

**ARTICLE 37  
GRIEVANCE PROCEDURE**

- 37.1 A grievance shall be defined as a claim or dispute between the Union, an employee or group of employees and the Employer as to only interpretation, application, or violation of any terms or provisions of this Agreement. This Grievance Procedure shall be the sole and exclusive procedure for resolving any alleged violations of this Agreement. Notwithstanding the procedures outlined below, employees who are suspended or terminated may file an expedited grievance directly to the Mayor at Step 3. All of Step 3 procedures shall apply to processing the expedited grievance.
- 37.2 The Union shall designate, in writing, addressed to the Mayor or his/her designee, those employees of the Employer who shall service as grievance representatives. The composition of the union's list of designated representatives may be changed by the Union upon notifying the Mayor of his/her designee in writing. In addition, employees may also be represented by a staff representative or members of the Union at any level of the Grievance Procedure.
- 37.3 The party asserting a grievance, his or her representative, and necessary witnesses who testify, shall be excused from duty to the extent necessary to permit them to participate in grievance meetings or arbitration hearings without loss of pay. However, to the extent practical, meetings will be scheduled between 8:00 a.m. and 3:00 p.m. on Mondays through Fridays except holidays, unless the parties otherwise agree.
- 37.4 All references to the number of days shall be understood as working days, which are defined as Monday through Friday, except holidays.
- 37.5 If the grievant or his representative fails to initiate or appeal the Employer's decision within the specified time limits established herein, the grievance shall be deemed to have been withdrawn and be null and void. If the Employer fails to meet a deadline set by this procedure, the grievance shall automatically advance to the next step. However, this provision shall not mean that an honest attempt to settle grievances shall be passed on to the next responsible Employer representative to resolve. Settlement of a grievance at any step of this procedure shall be final and binding on the Employer, the Union and the employees.
- 37.6 Time limits may be waived upon written consent of both parties. Likewise, any step in this procedure may be eliminated by mutual written consent.

- 37.7 In any meeting or hearing, the grievant has the right to have his or her Union grievance representative in attendance. However, where the grievant does not choose to have a Union representative, the Union shall have the right to be present at the adjustment of any grievance. All grievances settled pursuant to this procedure shall not be inconsistent with the terms and provision of this Agreement.
- 37.8 The Union and the Employer have the right to mutually agree to consider a policy and/or group grievance which immediately and adversely affects all or a substantial group of employees.
- 37.9 Grievance forms shall be provided by the Union in triplicate form. Copies of the shall be assigned as appropriate for each respective step of this procedure

Step 1.

An employee who believes he may have a grievance shall notify his Department Director of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Department Director will hold an informal meeting with the employee and his steward, within five (5) days of the date of the notice by the employee. The Department Director and the employee, along with the employee's steward, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2.

If the grievance is not settled at Step 1, the employee or the union may file a written appeal to the Department Director within five (5) days of receipt of the Department Director's Step 1 answer. The Department Director, or designee, shall hold a meeting with the employee and the Union's representative within five (5) days. The Department Director, or designee, shall send the employee and the Union representative a written decision within five (5) days of the meeting.

Step 3.

If the grievance is not settled at Step 2, the Union may appeal, in writing, within seven (7) days after receipt of the Department Director's written decision, to the Mayor, or his/her designee. The Mayor, or his/her designee, shall within seven (7) days of the receipt of the appeal, meet with the Department Director, the Union representative, the Union President and the aggrieved, and attempt to adjust the matter. The Mayor or his/her designee, shall reduce his/her decision to writing and submit it to the Union President, Union Staff representative, if any, and the aggrieved within seven (7) days after such meeting. If the grievance is unresolved, it may be submitted to arbitration pursuant to the Arbitration Procedure contained herein.

**ARTICLE 38**  
**ARBITRATION PROCEDURE**

- 38.1 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, the Union may submit the grievance to arbitration by submitting its demand for arbitration. The Union shall request the Federal Mediation and Conciliation Service (FMCS) to provide the parties duplicate panels of nine (9) arbitrators from within the State of Ohio and a copy of the request shall be simultaneously mailed to the Employer. If the parties are unable to agree upon which of those nine nominees shall serve as Arbitrator, then the Arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the Arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list.
- 38.2 The Arbitrator shall have no power or authority to add to, subtract from, or in any matter 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. The Arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties. The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The Arbitrator's award and decision shall be final and binding on the Employer, the Union and all affected employees.
- 38.3 The hearing or hearings shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service to the extent consistent with the terms of this Article 38.
- 38.4 The fees and expenses of the Arbitrator will be paid by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The Employer shall provide a permanent hearing room. In the event of a "split" award, the Arbitrator shall apportion the Arbitrator's cost.
- 38.5 The parties may mutually agree to mediate a grievance prior to the selection of the Arbitrator. The parties will use FMCS.

**ARTICLE 39**  
**COMMERCIAL DRIVER'S LICENSES**

- 39.1 Employer agrees to pay the renewal costs of twenty-five dollars (\$25.00) to each employee toward the cost of renewing a Commercial Driver's License (CDL), if and only if, each of the following criteria are met:

- a. The employee is required to have the CDL in order to perform his/her job for the Employer;
  - b. The employee has passed the CDL examination and obtained the CDL; and
  - c. The employee must submit proof of pertinent expenditures/receipts.
- 39.2 Notwithstanding any other provision of this Agreement, in the event an employee fails to obtain a valid CDL, and that employee is required to have a valid CDL in order to perform his/her job for the Employer, then any such employee shall be automatically laid off without regard to seniority or bumping procedures described elsewhere in this Agreement.
- 39.3 Each and every employee required to have a CDL shall immediately inform the Employer of any such examination results.
- 39.4 Any such employee laid-off pursuant to paragraph 39.2 above will be laid-off without entitlement to further pay or benefits.
- 39.5 In the event an employee is laid-off pursuant to paragraph 39.2 above, and subsequently passes the CDL examination within sixty (60) days from the date of any such lay-off, then such employee shall be reinstated to his former position without a break in seniority. Such employee shall not receive pay or benefits for any time he/she was on layoff.
- 39.6 In the event an employee is laid off pursuant to paragraph 39.2 and does not subsequently obtain a valid CDL within the following sixty (60) days, then the employee shall be entitled to the next available opening in his former position for the period of time provided by and in accordance with Article 15 (Layoff) herein from the date of any such layoff. Any entitlement expressed in paragraph 39.6 presumes the employee has obtained a valid CDL.
- 39.7 If available, the Employer shall provide access to appropriate vehicles for any employee preparing for a CDL skills test with necessary assistance from supervisory or crew leader/general foreman employees.

#### **ARTICLE 40 INJURY DUTY LEAVE**

- 40.1 In the event of an occupational injury, or illness incurred as a direct result of performing his or her duties, said employee will be entitled to up to, but not more than ninety (90) days of injury leave.
- 40.2 To apply for and receive any benefits under this Article, the employee shall first make application for Workers' Compensation Benefits and complete a "reimbursement agreement". Written application shall then be made to the Employer or his designee accompanied by the "reimbursement agreement" and a certificate from a licensed physician stating that the employee is unable to work, and that such disability is the result of the duties of the employee.

- 40.3 Upon receipt and approval of the employee application, the Employer shall place the employee on injury leave, retroactive to the first day the employee was unable to report to work as a result of the injury.
- a. When Workers' Compensation begins making payments, the employee shall submit all payment received, to the Employer as payment in full.
  - b. Once, however, an employee has been determined as partially or totally disable by Workers' Compensation Department, or after the approved injury leave has been concluded and reimbursement made for all hours permitted, all payments received thereafter shall be retained by the employee.
- 40.4 There shall be no deduction of sick leave from the employee unless the request for Workers' Compensation Benefits are disallowed and such deduction shall be for all time off taken for any claim of injury or illness under Section 40.2.
- 40.5 There shall be no loss of benefits under this Labor Agreement, while a bargaining unit member is on injury leave.
- 40.6 The Mayor may allow an extension up to ninety (90) days of injury leave and such extension begins upon the completion of the first ninety (90) days of injury leave.
- 40.7 Any leave used for FMLA qualifying purposes under this Article shall be counted against the employee's applicable twelve (12) weeks of FMLA leave.

**ARTICLE 41  
P.E.O.P.L.E. DEDUCTIONS**

- 41.1 The Employer agrees to deduct voluntary contribution to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization Card attached hereto as Exhibit D, no later than the tenth (10th) day following deduction. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

**ARTICLE 42  
SUBCONTRACTING**

- 42.1 The Employer agrees that work normally performed by bargaining unit covered employee, except in emergency situations, as declared by the Mayor, shall not be contracted or subcontracted to any outside sources.

**ARTICLE 43  
GROSS PAY DEFERRED COMPENSATION**

- 43.1 P.E.R.S. Pension Pick Up Plan. Upon the approval of the Internal Revenue Services and the Public Employees Retirement System, the City shall commence

a program allowing employees to defer the payment of federal and state income taxes on their contributions to P.E.R.S.

**ARTICLE 44  
TOOL ALLOWANCE**

- 44.1 Upon receiving prior approval for a tool purchase, mechanic shall receive up to Four Hundred dollars (\$400.00) per year tool allowance reimbursement. Proof of purchase must be demonstrated to be reimbursed. Any amount not used in the calendar year will be forfeited. There is no carryover of tool allowance.

**ARTICLE 45  
NO SMOKING POLICY**

- 45.1 Employees shall not smoke cigarettes, cigars, pipes or use another instrument for the consumption of tobacco in any building, vehicle and equipment owned or controlled by the City except as other specified herein.
- 45.2 The Mayor shall designate upon recommendation of the Department Directors, a smoking area in the City Hall and all other City-owned and/or controlled buildings within which smoking can legally take place.
- 45.3 All City-owned and/or controlled vehicles and equipment shall be smoke-free except when occupied by either all smokers or by one individual
- 45.4 Employees violating this policy shall be subject to the following discipline:

First Offense	-	Written Warning
Second Offense	-	One (1) day suspension (without pay)
Third Offense	-	Subject to Mayor's Recommendation

**ARTICLE 46  
DRUG AND ALCOHOL TESTING**

- 46.1 Drug, and alcohol screening/testing shall be conducted randomly and/or upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.
- 46.2 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test shall include a chain of custody procedure and mass spectroscopy confirmation of any positive

initial screening. The employer shall also have the right to conduct testing under this Article by use of the "Breathalyzer" methodology.

- 46.3 Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method, which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his or her choosing, at his or her expense. The test shall be given the same evidentiary value of the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this article are negative, (Employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment considerations decision.
- 46.4 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be subject to disciplinary action, up to and including discharge. If the investigation reveals the employee has tested positive for drugs which the employee has been medically prescribed, such employee may be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to disciplinary action.
- 46.5 An employee who participates in a rehabilitation or detoxification program under this provision due to abuse of prescription drugs or alcohol addiction may be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the assistance program. If no such leave credits are available, such employee may be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his or her position. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he or she be required to take a medical leave Of absence without pay for a period not to exceed ninety (90) days.
- 46.6 If the employee refuses to undergo rehabilitation or detoxification, or if he or she fails to complete a-program of rehabilitation, or if he or she tests positive it any

time within eighteen (18) months after his or her return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein; costs of all drug screening and confirmatory tests shall be borne by the Employer. For the purposes of this Article 'periodic' shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon 'reasonable suspicion' of drug use. For the purposes of this Article, 'random' shall mean not more than two (2) times per year; except that drug tests may be performed at any time upon reasonable suspicion of drug use.

- 46.7 No drug testing shall be conducted without the authorization of the Department Head. If the Department Head orders, the employees shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Department Head and shall be kept confidential except provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the article.
- 46.8 The employee and his/her union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.
- 46.9 Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years from the date of the last positive test or instance of discipline, whichever is later.
- 46.10 The City shall comply with the Americans with Disabilities Act concerning Drug or Alcohol dependency.
- 46.11 Any bargaining unit member who voluntarily acknowledges drug and/or alcohol use will be offered counseling, treatment, and rehabilitation.
- 46.12 No random testing of this unit may proceed until a program of random drug testing is implemented City-wide including among the non-bargaining employees.

#### **ARTICLE 47 INJURY LEAVE/LIGHT DUTY**

- 47.1 A bargaining unit member who is not physically capable of performing full duty tasks as a result of an illness or injury to that member, with approval of a physician and the Supervisor, may be assigned light duty tasks on a temporary basis (not to exceed 90 calendar days at a given time). If no work assignments are available in the employee's current Department, the employee may accept assignment to other departments or divisions to perform work within the

employee's medical restrictions. Said employee shall receive all compensation and benefits attached to his or her normally assigned position.

- 47.2 Members placed on light duty shall be required to present an attending physician's statement listing specific job restrictions for the employee, which shall be reviewed by the Employer before light duty is assigned.
- 47.3 Requests for light duty must be filed in writing and submitted to the Employer with accompanying physician's statement listing the employee's job restrictions.
- 47.4 The hours to be worked while on light duty are Monday through Friday, 8:00 a.m. to 4:30 p.m. No employee shall be required to perform any duty that may cause aggravation of their injury. If the employee chooses not to perform light or limited duty, then they shall remain on sick leave until they have been cleared by their attending physician to perform their full job-related duties. The program provides flexibility for doctor's appointments and physical therapy appointments.
- 47.5 The employee may be assigned to job-related training classes under a light duty assignment, provided the training is consistent with the work restrictions described by the physician.

**ARTICLE 48  
EXECUTION**

48.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 13 day of February, 2013

FOR THE EMPLOYER:  
For the City of Streetsboro,

  
\_\_\_\_\_  
Glenn M. Broska, Mayor  
  
\_\_\_\_\_  
Clayton D. Morris, HR Director

FOR THE UNION:  
For AFSCME  
Ohio Council 8 and Local 3811

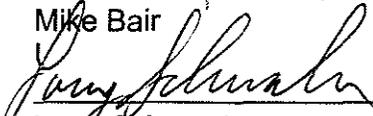
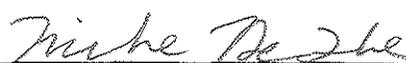
  
\_\_\_\_\_  
Mike Bair  
  
\_\_\_\_\_  
Larry Schumaker  
  
\_\_\_\_\_  
Chris Haylett  
  
\_\_\_\_\_  
Mike DeLuke

Exhibit C 2012

	1	2	3	4	5	6
ADMIN. ASST.*	\$12.30	\$14.33	\$16.36	\$18.40	\$20.43	\$22.46
BUILDING INSPECTOR	\$14.96	\$17.43	\$19.90	\$22.37	\$24.84	\$27.31
CHIEF MECHANIC	\$13.29	\$15.49	\$17.68	\$19.88	\$22.07	\$24.27
CLERK/SECRETARY	\$12.30	\$14.33	\$16.36	\$18.40	\$20.43	\$22.46
ENG. TECH/INSPECTOR	\$11.83	\$13.78	\$15.74	\$17.69	\$19.65	\$21.60
MECHANIC	\$12.30	\$14.33	\$16.36	\$18.40	\$20.43	\$22.46
RECREATION PROGRAMMER	\$10.26	\$11.95	\$13.65	\$15.34	\$17.04	\$18.73
SR. FINANCE CLERK	\$12.34	\$14.38	\$16.42	\$18.46	\$20.50	\$22.54
UTILITY WORKER	\$12.30	\$14.33	\$16.36	\$18.40	\$20.43	\$22.46
UTILITY WORKER/CREW LEADER	\$13.29	\$15.49	\$17.68	\$19.88	\$22.07	\$24.27
ZONING INSPECTOR	\$13.50	\$15.73	\$17.96	\$20.19	\$22.42	\$24.65
PARKS CREW LEADER	\$10.05	\$11.72	\$13.38	\$15.04	\$16.70	\$18.36
PARKS GROUNDS WORKER	\$7.70	\$8.93	\$10.20	\$11.46	\$12.73	\$14.00

\* City and the Union agree to reclassify these positions to Clerk/Secretary.

2013 1%

	1	2	3	4	5	6
BUILDING INSPECTOR	\$15.11	\$27.70	\$30.20	\$22.59	\$25.09	\$27.58
CHIEF MECHANIC	\$13.67	\$15.89	\$18.11	\$20.33	\$22.54	\$24.76
CLERK/SECRETARY	\$12.42	\$14.47	\$16.52	\$18.58	\$20.63	\$22.68
ENG. TECH/INSPECTOR	\$11.95	\$13.92	\$15.90	\$17.87	\$19.85	\$21.82
MECHANIC	\$12.67	\$14.72	\$16.77	\$18.83	\$20.88	\$22.93
RECREATION PROGRAMMER	\$10.36	\$12.07	\$13.79	\$15.49	\$17.21	\$18.92
SR. FINANCE CLERK	\$12.46	\$14.52	\$16.58	\$18.64	\$20.71	\$22.77
UTILITY WORKER	\$12.67	\$14.72	\$16.77	\$18.83	\$20.88	\$22.93
UTILITY WORKER/CREW LEADER	\$13.67	\$15.89	\$18.11	\$20.33	\$22.54	\$24.76
ZONING INSPECTOR I	\$13.64	\$15.89	\$18.14	\$20.39	\$22.64	\$24.90
PARKS CREW LEADER	\$10.15	\$11.84	\$13.51	\$15.19	\$16.87	\$18.54
PARKS GROUNDS WORKER	\$7.85	\$9.02	\$10.30	\$11.57	\$12.86	\$14.14

## 2014 1%

	1	2	3	4	5	6
BUILDING INSPECTOR	\$15.26	\$27.98	\$30.50	\$22.82	\$25.34	\$27.86
CHIEF MECHANIC	\$14.06	\$16.30	\$18.54	\$20.78	\$23.02	\$25.26
CLERK/SECRETARY	\$12.55	\$14.62	\$16.69	\$18.77	\$20.84	\$22.91
ENG. TECH/INSPECTOR	\$12.07	\$14.06	\$16.06	\$18.05	\$20.04	\$22.03
MECHANIC	\$13.05	\$15.12	\$17.19	\$19.27	\$21.34	\$23.41
RECREATION PROGRAMMER	\$10.47	\$12.19	\$13.92	\$15.65	\$17.38	\$19.11
SR. FINANCE CLERK	\$12.59	\$14.67	\$16.75	\$18.83	\$20.91	\$22.99
UTILITY WORKER	\$13.05	\$15.12	\$17.19	\$19.27	\$21.34	\$23.41
UTILITY WORKER/CREW LEADER	\$14.06	\$16.30	\$18.54	\$20.78	\$23.02	\$25.26
ZONING INSPECTOR I	\$13.77	\$16.05	\$18.32	\$20.60	\$22.87	\$25.15
PARKS CREW LEADER	\$10.25	\$11.96	\$13.65	\$15.34	\$17.04	\$18.73
PARKS GROUNDS WORKER	\$7.93	\$9.11	\$10.41	\$11.69	\$12.99	\$14.28

## 2015 2%

	1	2	3	4	5	6
BUILDING INSPECTOR	\$15.57	\$28.54	\$31.11	\$23.28	\$25.85	\$28.42
CHIEF MECHANIC	\$14.59	\$16.88	\$19.16	\$21.45	\$23.73	\$26.02
CLERK/SECRETARY	\$12.80	\$14.91	\$17.02	\$19.15	\$21.26	\$23.37
ENG. TECH/INSPECTOR	\$12.31	\$14.34	\$16.38	\$18.41	\$20.45	\$22.47
MECHANIC	\$13.56	\$15.67	\$17.79	\$19.91	\$22.02	\$24.13
RECREATION PROGRAMMER	\$10.68	\$12.43	\$14.20	\$15.96	\$17.73	\$19.49
SR. FINANCE CLERK	\$12.84	\$14.96	\$17.09	\$19.21	\$21.33	\$23.45
UTILITY WORKER	\$13.56	\$15.67	\$17.79	\$19.91	\$22.02	\$24.13
UTILITY WORKER/CREW LEADER	\$14.59	\$16.88	\$19.16	\$21.45	\$23.73	\$26.02
ZONING INSPECTOR I	\$14.05	\$16.37	\$18.69	\$21.01	\$23.33	\$25.65
PARKS CREW LEADER	\$10.46	\$12.19	\$13.92	\$15.65	\$17.38	\$19.10
PARKS GROUNDS WORKER	\$8.09	\$9.29	\$10.61	\$11.92	\$13.25	\$14.57

# GRIEVANCE FORM

CITY OF STREETSBORO AND  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

Date: _____	Grievance #: _____
Grievant(s) Name: _____	
Classification: _____	Supervisor _____
Steward Name: _____	Phone #: _____

Contract article(s) allegedly violated: _____	GRIEVANCE TYPE:
	Issue ___ Discipline ___ Removal ___

The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and that appropriate action is taken to correct a particular situation. An employee having a grievance will first bring that complaint in writing, within five (5) days of the incident giving rise to the grievance or the employee's knowledge of the incident, to the attention of the Department Director.

Statement of Facts: (who, what, where, when?)
_____
_____
_____
_____
_____
_____
_____
Remedy Sought:
_____
_____
Signature: _____ Date: _____
(Grievant or Union Representative)

**Step 1: Department Director**

Date received: \_\_\_\_\_

Discuss, within five (5) working days of receipt of a written grievance.

Date discussed: \_\_\_\_\_

Deliver written response within five (5) working days of the meeting.

Date response: \_\_\_\_\_

Response by Department Director:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Department Director)

**Step 2: Mayor/Safety Director (or Designee)**

Date received: \_\_\_\_\_

Discuss, within seven (7) working days of receipt of a written grievance.

Date discussed: \_\_\_\_\_

Deliver written response within seven (7) working days of the meeting.

Date response: \_\_\_\_\_

Response by Mayor/Safety Director:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Mayor, Safety Director or Designee)