

STATE EMPLOYMENT  
RELATIONS BOARD

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AGREEMENT BETWEEN

THE CITY OF AVON LAKE  
BOARD OF MUNICIPAL UTILITIES

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED-  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION,  
AFL-CIO & CLC

LOCAL 1-865

UNITED STEELWORKERS



UNITY AND STRENGTH FOR WORKERS

EFFECTIVE 1/1/13 THROUGH 06/30/14

COLLECTIVE BARGAINING AGREEMENT

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## COLLECTIVE BARGAINING AGREEMENT

### ARTICLE I. PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Avon Lake, Ohio, Board of Municipal Utilities, hereinafter referred to as "The Employer" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union (USW), AFL-CIO, CLC on behalf of Local 1-865, hereinafter referred to as "Union".

### ARTICLE II. PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships between employer and employees, and to insure orderly and uninterrupted efficient operations, the Employer and the Union now desire 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 all members of the Union in participating 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 efficiency of service to the citizens of Avon Lake;
4. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.
5. To ensure the right of every employee to fair and impartial treatment.

### ARTICLE III. RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all full time non-probationary employees included in the bargaining unit positions of Water Plant Operations Supervisor, Line Maintenance Leader, Line Maintenance Man, Line Maintenance Operator, Maintenance I - WTP & WPCC, Maintenance Man II - WTP & WPCC, Chief Operator - WPCC, Plant Operator - WA & WPC, Operator-Training - WA & WPC, Chief Lab Analyst, Lab Analyst, Laborer I, and Janitor - WTP.

#### ARTICLE IV. RIGHT TO MANAGE

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. Hire, discharge, transfer, suspend and discipline employees;
2. Determine the number of persons required to be employed or laid off;
3. Determine the required qualifications of employees covered by this agreement;
4. Determine the starting and quitting time and the number of hours to be worked by its employees;
5. Make any and all reasonable rules and regulations;
6. Determine the work assignments of its employees;
7. Determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this agreement;
8. Determine the type of equipment used and the sequence of work processes;
9. Determine the making of technological alterations by revising either process or equipment, or both;
10. Determine work standards and the quality 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 the change in any respect legal status, management or responsibility of such property, facilities or processes of work.

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

## ARTICLE V. UNION RIGHTS

5.01 The Union shall have the right to appoint or elect representatives from its membership and such representative shall be authorized and recognized by the Employer to represent the Union in Employer/Union related matters. The names of the Union members so selected shall be certified in writing to the Employer.

5.02 The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit without any unlawful interference, restraint, or coercion from the Employer, and shall respect the rights of all employees of the Employer.

It is hereby agreed that all full time employees of the Employer, shall either become members of the Union, or remit to the Union a fair share fee as a condition of continued employment. Any newly hired employee in the bargaining unit shall, within sixty (60) days of employment, either elect to become a member of the Union or remit the fair share fee. Such fair share fee shall not exceed dues paid by members of the Union and shall be set by the Union. The fair share fee, voluntary PAC contributions, initiation fee, assessments levied by the Union and periodic membership dues shall be deducted in proportionate amounts from each pay period of the month by the Employer from the payroll check of employees and payment thereof to the International Union shall be automatic and shall not require an employee's authorization; however, the Union shall provide a written notice to the Employer detailing amounts to be deducted for each pay period. The Employer agrees to remit said deductions by the end of the calendar month to the International Union along with a check-off list. The check-off list will include the names of the Union members, including their Social Security Number and their clock or employee number. This list will include all those for whom dues were deducted and also from those where no deductions were made, and the reason for non-deduction. If the compensation of an employee for any period is insufficient, the Employer shall make the deduction from the next pay period which is sufficient.

The Employer agrees that it will check-off and transmit to the Secretary-Treasurer of the United Steelworkers International Union Political Action Committee (USW PAC) voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAC. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be specified in such forms and in conformance with any applicable state or federal statute. The signing of such PAC check-off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Employer.

The initiation fee, dues and assessments so deducted shall be in the amount established by the Union from time to time in accordance with its Constitution and Bylaws.

Provided a non-member makes a timely demand upon the Union, an internal procedure to determine a rebate, if any, for non-members which conforms to federal law shall be prescribed by the Union. Such internal rebate, procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work or employee organizations in the realm of collective bargaining.

After sixty (60) days of employment, a newly-hired employee will be covered by this Agreement, except that during his first twelve (12) months of employment, neither the employee nor the Union will have the right to grieve the employee's discharge from employment.

5.03 The Union shall have the right to solicit membership of all full time non-probationary employees of the Employer and the Employer agrees not to interfere with the rights of said employees to join and participate in lawful Union activities.

5.04 Meetings of the Union members shall be permitted on Employer premises, providing permission from the Board of Municipal Utilities is obtained.

5.05 The Employer agrees that during working hours, one Union member while on the Employer's premises and without loss of pay may:

1. Post Union notices;
2. Transmit communications, authorized by its officers to the Employer or its representatives;
3. Consult with Employer representatives, Union officers, or other Union representatives concerning the enforcement, interpretation, application or claim of violation of any provision of this Agreement;
4. Subsections 1. through 3. above shall be permitted provided said activities are authorized by the Chief Utilities Executive.

5.06 A non-employee representative of the Union may enter the premises of an operation of the City between the hours of eight o'clock (8:00) a.m. and five o'clock (5:00) p.m. Monday through Friday upon request and with approval of the Chief Utilities Executive or his designee. The purpose of visitation will be strictly for the administration of the contract and shall not interfere with the work of any employee or the operations of the Employer.

5.07 After 60 days of employment, the Union may conduct a thirty minute orientation for newly hired bargaining unit employees during working hours.

5.08 The Union shall have its legal right under ORC Chapter 4117 to solicit additional membership and the Employer shall have its legal right under ORC Chapter 4117 to contest and/or oppose the expansion of the bargaining unit.

#### **ARTICLE VI. NO-STRIKE/NO LOCKOUT**

6.01 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 Union member' 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.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services; and the fulfilling of its contractual/ agreements, and shall actively discourage any attempt to violate this Article. If any violation of this Article occurs during the term of this Agreement, the Union shall immediately notify all Union members 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 Union members to return to work immediately.

6.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the 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, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article.

6.04 The Employer shall not lockout any Union member for the duration of this Agreement.

#### **ARTICLE VII. NON-DISCRIMINATION**

7.01 The Employer and the Union agree not to discriminate against or grant preferential treatment to any employee on the basis of race, color, creed, national origin, age, disability or sex.

7.02 The Union and the Employer agree that membership in the Union is at the option of the employee and that neither will discriminate with respect to representation between members and non-members.

**ARTICLE VIII. RULES, REGULATIONS AND WORK RULES**

8.01 It is understood and agreed that the Employer has the statutory authority to promulgate work rules, policies, procedures and directives to regulate the conduct of the Employer's business.

8.02 The Union agrees that its members shall comply with all rules and regulations, policies, procedures and directives, including those relating to conduct and work performance.

8.03 It is hereby mutually agreed that from time to time work rules may be discussed between the Union and the Chief Utilities Executive to insure a harmonious relationship, good working conditions and efficiency. Upon request, the Employer shall provide a full copy of all rule and policy.

8.04 The Union has the right to submit a grievance under Article XX of this agreement to protest any new work rule when discipline including discharge for violation has been issued by management. New work rules shall be transmitted to the Union fifteen (15) days prior to their implementation unless an emergency exists; upon receipt, the Union may request a meeting with the Chief Utilities Executive to discuss the new work rule.

8.05 It is agreed that all rules, regulations, and policies, issued by the Employer shall not be in conflict with any of the provisions of this Agreement.

**ARTICLE IX. SAFETY AND HEALTH**

9.01 The Employer and the Union shall cooperate fully in matters of safety, health and sanitation affecting the Union members covered by this Agreement.

9.02 If approved by the Chief Utilities Executive, an employee may be permitted time off to attend seminars on work related training classes.

9.03 A joint Safety Committee shall be formed consisting of one (1) Union representative from each division within the Municipal Utilities and equal representatives designated by the Employer.

The Safety Committee shall perform functions to ensure a safe work environment such as:

1. advise the Employer on matters concerning the safety and health of its employees;
2. recommend various types of employee training related to assuring work is performed in a safe manner;

3. to meet every other month on the first Monday to discuss safety matters and to provided minutes of such meetings to the Chief Utilities Executive and the Union;
4. to tour a division on an as need basis.

9.04 The Employer will provide all employees with a photo id within thirty (30) days following ratification of the contract.

9.05 An employee who, as a result of an industrial accident, is unable to return to his assigned job for the balance of the shift on which he was injured, will be paid for any wages lost on that shift and for one additional follow up appointment provided that the employee provides proof of the appointment.

#### **ARTICLE X. HEADINGS AND INTERPRETATION**

10.01 It is understood and agreed that the use of headings before Articles is convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

10.02 It is further understood and agreed that words of one gender include the other gender.

#### **ARTICLE XI. HOURS OF WORK**

11.01 During the period of this Agreement, each employee covered by this Agreement shall work a normal tour of duty which shall be an eight (8) hour tour and shall be so assigned by the Chief Utilities Executive.

11.02 All hours worked shall be calculated after rounding to the nearest quarter of an hour.

#### **ARTICLE XII. OVERTIME COMPENSATION**

12.01 Overtime compensation for work in excess of an eight (8) hour tour of duty or in excess of a normal forty (40) hour week shall be paid at the rate of one and one half (1-1/2) times the basic hourly rate. For the purpose of this section, hours paid for vacation, holidays, compensatory time and sick time shall be calculated as time actually worked.

1. In the case of shift workers, this overtime compensation shall be paid for all hours worked in excess of forty (40) hours in a one week period or in excess of an eight (8) hour tour of duty.

12.02 The basic hourly rate shall be determined by dividing the employee's bi-weekly wage by eighty (80) hours.

12.03 In the event of any call-in of an employee or employees for purposes of working overtime, it is agreed that a minimum of three (3) hours pay at the overtime pay rate of one and one-half (1-1/2) times the basic hourly rate shall be paid to those employees who respond to such call-in, regardless of whether or not a full three hours is worked on said call-in order.

12.04 In the event an employee is called in to work overtime on a Sunday or a paid holiday, he shall be paid at the rate of two (2) times his basic hourly rate for the hours worked on the Sunday or paid holiday and also for any hours worked in the next calendar day which are a continuation of that call-in.

12.05 The Employer and the Union agree that during the life of this Contract, the Employer at its option may designate one employee per week on a rotating basis to be "on call". Any employee assigned to "on call" status will be entitled to call-in pay of four (4) hours for checking pumps on Saturdays, Sundays and holidays falling within his "on call" assignment. In the event that any additional work is assigned on Saturdays, Sundays or holidays, such additional work will be the subject of a separate and additional overtime ticket and a separate and additional call-in allowance pursuant to Section 12.03 for any such designated "on call" employee.

12.06 Non-shift employees shall be entitled to accumulate up to sixty (60) hours of compensatory time in lieu of overtime pay, which 60 hours will be calculated after application of applicable premium rates. Request for use of compensatory time shall be made by the employee to the department head who shall have sole discretion in compensatory time usage. Employees who are unable to use all their banked compensatory time shall be paid for the same in cash, at the regular rate of compensation for each such employee at the time of payment. As employees use compensatory time, they may add time to the accumulated time as long as the total accumulated time does not exceed sixty (60) hours.

1. Upon retirement or termination of employment with the Employer, an employee shall be compensated for any unused holiday time and personal holiday time. Compensation shall be an hourly rate computed by dividing the employee's bi-weekly wage by eighty (80) hours, times the number of unused holiday or personal holiday hours accumulated.
2. In the case of a deceased employee, holiday pay shall be paid to the next of kin or executor or administrator of the estate.

#### **ARTICLE XIII. UNIFORM AND MEAL ALLOWANCE**

13.01 Employees shall continue to be furnished work clothes, including lab coats and equipment where necessary as determined by the Chief Utilities Executive.

13.02 The Safety Shoe Allowance which was paid by the Employer to eligible employees pursuant to the parties, prior Agreement shall be raised to \$200.00. Payment will be made by the Employer on a separate check on the payday immediately preceding April 1<sup>st</sup>. during the terms of this Agreement.

On an as needed basis, as determined by the Chief Utilities Executive "Carhart" type coveralls or pants and jackets will be provided and replaced for employees normally working outside during cold weather. Once the Employer and the Union agree the Carharts are necessary, delivery will be in within two (2) weeks. Coveralls or pants and jacket so replaced shall be turned in to the Manager.

13.03 The meal allowance which was paid by the Employer to eligible employees pursuant to the parties' prior Agreement, shall be \$10.00 per meal.

#### ARTICLE XIV. HOLIDAYS

14.01 All non-shift employees covered by this Agreement shall be granted a twenty-four (24) hour period of time off for each of the following holidays:

New Years Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day; and
Independence Day	Four (4) personal holidays
Labor Day	granted after 1st anniversary
	date of employment

Full time employees covered by this Agreement shall be given the above holidays off with one day's regular eight hour pay. In the event a holiday falls on a Sunday, the next following day, Monday, shall be the holiday. In the event a holiday falls on a Saturday, the preceding day, Friday, shall be the holiday.

14.02 All shift employees shall be granted an eight (8) hour period of time off with pay for each holiday in 14.01 provided they do not work on said holiday. However, should a shift employee work on any holiday listed above in 14.01, he shall receive Sixteen (16) hours of time off with pay. Said Sixteen (16) hours shall be pro-rated in the event the shift worker does not finish his tour of duty on any of said above listed holidays. Such time off shall be taken during the twelve month period following such holiday at such time as selected by the employee, as may be approved by the Chief Utilities Executive, or the employee may request that such unused time off be paid in cash at his/her regular rate in lieu of time off. In no event shall such time off be granted prior to any of the above mentioned holidays.

14.03 Personal holidays under Sections 14.01 and 14.02 shall be scheduled with the approval of the Chief Utilities Executive between

January 1 and December 31 of each calendar year and may not be accumulated. An employee will be allowed to schedule time off under a personal day, in segments of not less than one half hour.

An employee shall be compensated for all personal holidays not taken prior to December 31 of each year no later than the end of January immediately following at the rate of pay in effect in the preceding December.

#### **ARTICLE XV. VACATIONS**

15.01 All full time employees covered by this Agreement who have been in the continuous employment of the Employer for a period of twelve (12) months or more preceding January 1 of any calendar year, shall be allowed an annual vacation with pay of two normal work weeks. All regular full-time employees who have been employed for less than twelve (12) months preceding January 1 of any calendar year will receive one full day of vacation for each full month of employment during the previous year up to a maximum of two normal weeks.

15.02 All full time employees who have been in the employment of the Employer for a period of five (5) years of continuous service shall be granted three (3) weeks of vacation with pay; after ten (10) years of continuous service shall be granted four (4) normal work weeks of vacation with pay; and after twenty (20) years of continuous service shall be granted five (5) normal work weeks of vacation with pay. All earned vacations shall become effective on the following January 1<sup>st</sup> after completion of the above years of service.

1. In addition to the above, in the year of the employee's fifth, tenth, and twentieth anniversary date of employment, and only in those years, he/she shall be granted one (1) additional day of vacation for each two (2) full months of time remaining in the calendar year, beginning with his/her anniversary date. The Employee shall be allowed use of this prorated, additional vacation time only on or after his/her employment anniversary date. This prorated vacation shall be taken prior to December 31, and cannot be carried over into the next year.

15.03 Vacation may not be accumulated and must be taken not later than the end of the subsequent year of service for which the vacation was earned, unless an extension is authorized by the Board of Municipal Utilities. Additionally, the computation of vacation time shall not be on a cumulative basis.

15.04 An employee whose employment with the Employer is terminated, or who voluntary resign, or upon retirement, shall be paid for vacation time earned the previous year but not yet taken, and earned but not yet

taken in the year of termination, resignation or retirement. Compensation shall be calculated by dividing the employee's bi-weekly wage by eighty (80) hours, times the unused hours of vacation provided the employee has twelve (12) months or more of continuous service.

15.05 Vacation allowance calculated on the basis of Section 15.04 hereof shall be paid to the next of kin or executor or administrator of a deceased employee.

15.06 Vacation time shall be scheduled as nearly as possible to conform with the proper functioning of the Department as, well as to suit the convenience of the employee, and is subject to the approval of the Chief Utilities Executive, and subject to the review of the Board of Municipal Utilities.

15.07 Recognizing that it is the employee's responsibility to schedule and use vacation time, but also that from time-to-time operational requirements of the Employer may limit an employee's ability to take previously-scheduled vacation time, if an employee has previously scheduled and been approved for vacation time during the month of December in any year, and due to operational requirements he is required to work instead of using that vacation time, then the employee will be paid for the time worked, and receive additional compensation at one-and-one half times his regular rate for all hours worked in lieu of the vacation time. In no event shall employee be permitted to accumulate or carry-over vacation time to the following year, unless as authorized by the Board of Municipal Utilities pursuant to Section 15.03.

15.08 Members of the bargaining unit shall be eligible to "cash-in" up to ten (10) vacation days per year at the employee's appropriate hourly rate. Reimbursement for unused vacation days shall only be in full day (8 hours) or half day (4 hours) increments. The employee shall receive payment for the "cashed-in" vacation days on the next payday after "cashing out."

#### **ARTICLE XVI. HEALTH INSURANCE**

The Employer will provide the same level of Health Insurance Benefits and Supporting language as provided to all other City of Avon Lake Bargaining Units. Currently those Benefits and Supporting language are as follows:

16.01 All members of the bargaining unit shall be eligible to participate in either health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage.

16.02 Effective July 1, 2011, the City shall pay one hundred percent (100%) of all monthly premiums with the following employee contributions to be deducted bi-weekly:

SuperMed Plus 90% - 10% Single \$28.00 - Family \$48.00  
SuperMed Plus 80% - 20% Single \$5.00 - Family \$9.50 (Optional Plan  
Effective 1/1/12)

16.03 The parties agree to form an insurance committee to meet and discuss concerns relating to insurance coverage, administrative and cost issues and to make recommendations to the administration to resolve insurance concerns.

The City shall be represented by the mayor or his designee, the Union shall designate one (1) member from each bargaining unit as its representative. The committee shall meet on a quarterly basis or as agreed to by the parties.

16.04 The City will provide members of the bargaining unit a cash incentive plan for those employees electing to "opt out" of the medical, dental, vision and prescription drug coverage that is provided to the bargaining unit member. Any bargaining unit member that elects to "opt out" of a family or single insurance contract shall receive a cash incentive equal to forty percent (40%) of the premium cost to be paid monthly. To be eligible, the employee must show proof of insurance from an alternative source, excluding the City of Avon Lake.

The City shall permit the bargaining unit member the ability to enroll back into the medical, dental, vision and prescription drug plan provided by the City during open enrollment period through the duration of this collective bargaining agreement or upon a qualifying event. The City shall provide bargaining unit members the time period for open enrollment and definitions of allowable qualifying events.

16.06 The City shall reimburse to an employee covered by this Agreement, upon retirement the cost of health insurance for said retired employee's spouse which was paid said retired employee to the Ohio Public Employee Retirement System for such coverage, upon written proof of payment of the same and evidence of coverage issued by and through the Ohio Public Employees Retirement System. For purposes of this Section, retired employees mean any City employee who is or was a member of the Ohio Public Employees Retirement System who retires and is receiving a monthly allowance as provided in Sections 145.32, 145.33 and 145.34 of the Ohio Revised Code as presently enacted.

16.07 A schedule of benefits shall be attached to this section in the appendix, which shall include the following policy highlights:

New Health Care Option(Effective 1/1/12)	Current Health Care Plan
SuperMed Plus 80%-20% Plan	SuperMed Plus 90%-10% Plan
Network Deductible:	Network Deductible:
Single(\$500) Family(\$1,000)	Single(\$100) Family(\$200)

Non-Network Deductible:  
Single(\$1,000) Family(\$2,000)  
Office Visit \$20.00

Non-Network Deductible:  
Single(\$200) Family(\$400)  
Office Visit \$20.00

Out of Pocket Maximum:  
Network Single(\$2,000) Family(\$4,000)  
Non-Network Single(\$4,000)Family(\$8,000)

Out of Pocket Maximum:  
Single(\$300) Family(\$600)  
Single(\$2,000)Family (\$4,000)

Prescription Drug \$10.00/\$20.00/\$30.00

\*Employees agree to Forced Generic Prescription Drug Program.

#### **ARTICLE XVII. LIFE INSURANCE**

17.01 The Employer shall provide full premium payment for all eligible full time employees for a minimum of Thirty-five Thousand dollars (\$35,000.00)life insurance.

#### **ARTICLE XVIII. ROTATING AND FILL-IN SHIFT DEVIATION PREMIUM**

18.01 All rotating shift and "Maintenance Man II" covered by this Agreement shall receive premium pay in the amount of Six Hundred (\$600.00)per calendar year. Premium pay shall be paid on the scheduled pay day immediately proceeding August 1st of each year.

18.02 Maintenance Man II employees in order to receive a rotating shift premium must fill in for rotating shift employees at least one hundred twenty (120) hours per each twelve month period from August 1, 1996 and thereafter, excluding day shift Monday through Friday and any shift worked as overtime.

In addition, for the purposes of this Article, rotating shift employees shall work no less than one thousand forty (1,040) hours per each twelve month period from August 1, 1991, thereafter.

The Employer agrees that the chief operator and the operation supervisor positions are eligible for the rotating shift deviation premium under the same terms and conditions as the maintenance man II per Section 18.02 of the contract.

18.03 Hours of work are defined as working or duty hours, including hours paid for vacations, sick leave, or other paid authorized absences. Overtime hours will not be counted or computed in determining the basic computation requirement.

18.04 In the event that management elects, at any time during the life of this Agreement, to assign personnel on the basis of a non-rotating shift, it is hereby understood and agreed upon, that all rotating shift employees covered by this Agreement shall not have such premium pay diminished or reduced.

ARTICLE XIX. LONGEVITY

19.01 The following longevity compensation plan has been established for eligible full time employees:

<u>Consecutive full years of service</u>	<u>Amount of Annual longevity pay</u>
6 years	\$450.00
7	500.00
8	550.00
9	600.00
10	675.00
11	770.00
12	825.00
13	900.00
14	975.00
15	1,050.00
16	1,125.00
17	1,200.00
18	1,275.00
19	1,350.00
20 years or more	1,700.00

per year until termination

19.02 Longevity compensation shall be paid to eligible full time employees. Longevity compensation shall be paid by separate check on the scheduled pay day immediately proceeding November 1.

19.03 Any full time employee receiving longevity compensation as set forth in Section 18.01 of this ARTICLE shall, in addition thereto, be required to be employed and work no less than eighteen hundred (1800) hours during the twelve (12) months preceding the computation of said compensation.

19.04 Longevity compensation rates are to be computed on continuous years of employment service and not upon any wage or salary rate. Service for purposes of longevity compensation is defined as a full time position of trust or employment in the service of the City of Avon Lake involving no less than eighteen hundred (1800) hours of work per twelve (12) month period from December 1 until December 1 of the following year.

19.05 Hours of work is defined as working or duty hours including hours paid for vacations, sick leave or other paid authorized absences. Overtime hours worked will not be deducted or computed in determining the 1800 hour basic computation requirement for an eligible service year.

19.06 For full time employees who leave the service of the City of Avon Lake other than discharge or resignation, the following provisions for longevity compensation shall apply:

1. Separation from public service because of death, or permanent disability, longevity compensation will be prorated and paid as of the time of separation. In the case of deceased employee, longevity compensation shall be paid to the next of kin or executor of administrator of the estate.
2. Any employee retiring, before December 1, of the calendar year shall receive longevity compensation on a prorata basis as determined on the date of this retirement, payable at the time of retirement.

19.07 In computing longevity compensation for the first eligible year, the employee shall be compensated on a prorata month-to-month basis, determined by the number of months (an eligible month for prorata being 20 or more days) between the employee's sixth anniversary date of employment and the next December 1. Such prorata compensation shall be added to the first entitlement longevity compensation.

19.08 The monetary value of proration as described in this Section shall be determined by the following formula: eligible months divided by 12, times the entitlement amount of Section 18.01 of this ARTICLE.

#### **ARTICLE XX. GRIEVANCE PROCEDURE**

20.01 Any employee or the Union may present a grievance in accordance with the procedure 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.

20.02 For the purpose of this procedure, the below-listed terms are defined as follows:

1. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and expressed provisions of this Agreement.
2. Aggrieved Party: The "aggrieved party" shall be defined as any employee, the Union, or group of employees within the bargaining unit actually filing a grievance.
3. Days: A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.
4. Except for purposes of 20.03 (1), unless otherwise agreed to by the parties, the preparation and processing of grievance shall be conducted only during non-working hours.

5. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer or the Union in future proceedings.
6. The aggrieved party, if an employee or group of employees, shall be represented by the Union during the Grievance Procedure as outlined in 20.01 and 20.02.
7. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law.
8. This procedure will be an employee's exclusive remedy for disputes concerning any type of discipline or discharge. The Union agrees that no civil service protection or appeal may be taken by an employee in any discipline or discharge case.
9. 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.
10. 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.

20.03 Procedure for Consideration of Employee Grievance.

1. Employee grievances shall, in the first instance, be discussed between the individual employee involved and his division head no later than sixty (60) days after the alleged grievance occurred. If the problem is not thereby resolved to the satisfaction of each, a representative of the employee organization and the employee may meet with the proper division head for discussion of the grievance in an attempt to settle it to the satisfaction of the parties concerned. If no meeting is requested within sixty (60) days, further action on the grievance is barred.
2. In the event an employee grievance cannot be resolved by

such discussions with the division head, then within thirty (30) days after the discussion, the employee and the employee organization shall have the right to submit such grievance in written form to the Chief Utilities Executive for his consideration and evaluation. A copy shall at the same time be provided to the division head involved, and the Chief Utilities Executive shall, within ten (10) days after receipt of such a request for its review, arrange for a meeting with the parties involved and shall attempt to resolve the dispute, which meeting shall be held within thirty (30) days after receipt of the request for review. A representative of the USW may be present at this meeting if requested by the Union. In the event that the employee or employee's organization fails to file said grievance within the time period set forth above, further action on said grievance would be barred.

3. In the event the grievance in question has not been resolved within ten (10) days after the meeting with the Chief Utilities Executive, either the Union or the division head shall have the right, within thirty (30) days after the meeting with the Chief Utilities Executive, to submit the grievance in question to the Board of Municipal Utilities with a request for its consideration. Such a request shall be made in writing and delivered to the chairman of the Board. It shall set forth as clearly and concisely as possible the nature of the grievance involved and the facts necessary to show it has properly been presented through the preliminary steps required by this Article. A copy of such request shall be delivered to both the opposing party and the Board of Municipal Utilities, and each shall also be given the opportunity to submit to the Board of Municipal
4. Utilities a written memorandum of its views on the request. Within fifteen days after the receipt of such a request for review, the Board of Municipal Utilities shall arrange for a meeting with the parties involved for an oral presentation of the question, which meeting shall be held within thirty (30) days after receipt of the request for review. A representative for the may be present at this meeting if requested by the Union. Following such a meeting, and within fifteen days thereafter, the Board of Municipal Utilities shall decide the question and reduce its decision to writing. Copies shall be provided to all parties involved.
5. 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 various steps by default on the part of the Employer, then within ten (10) days after the rendering of the decision called for in

subsection 3 or within ten (10) days after the day of default, the Union may submit the grievance to arbitration by written notification to Board of Municipal Utilities.

6. Any time limit specified herein may be extended with the consent of all parties concerned.

20.04 Arbitration: Board of Municipal Utilities shall, after receipt of the written notice submitting a grievance to arbitration, within five (5) days following the next regularly scheduled Board meeting, designate one person as the Employer's representative to select an arbitrator. The Union shall, within five (5) days after written notification to Council of a request for arbitration, designate one person as their representative to select an arbitrator. Board of Municipal Utilities and the Union shall give written notice to each other identifying their said representative. The two designated representatives shall meet within five (5) days after the second designation and shall attempt to agree upon a person to serve as an arbitrator. They shall thereupon jointly serve in writing upon the Board of Municipal Utilities, and the grieving part, the name of the arbitrator so selected.

In the event they are unable to agree upon an arbitrator, they shall jointly or separately request a panel of five names from the FMCS. The said representative of the Employer and the said representative of the grieving employee or employee organization involved will alternately strike names from the list until one name remains. The remaining name shall be the arbitrator.

The arbitrator shall convene a hearing as soon after his appointment as possible.

Thereafter the representative of the Employer and the representative of the employee organization shall submit their respective positions to the arbitrator for review and decision. The arbitrator's decision and award shall be in writing and delivered within sixty (60) days from the date the record is closed to the representative of the Employer and to the representative of the Union. The decision of the arbitrator shall be final and binding upon all parties. Within sixty (60) days after the receipt of such decision, the Board of Municipal Utilities shall take the necessary action to implement the decision.

20.05 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.

20.06 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.

20.07 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the FMCS.

20.08 The fees (including the panel fee), and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by both 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. Employer facilities may be used at no cost, upon agreement of the parties, for such hearing or hearings.

#### **ARTICLE XXI. SICK LEAVE**

21.01 Sick leave shall be provided to each full time employee in accordance with State law and the provisions of this Contract.

21.02 Sick Leave Accumulation:

1. Each full time (non-probationary) employee shall be advanced five (5) days of immediate sick leave credit which will be charged against the first four months of his/her accumulation of sick leave.
2. Sick leave shall be accumulated at the rate of one and one-fourth (1-1/4) days per month. (one day equals an eight (8) hour shift.)
3. Accumulation of sick leave shall be unlimited.
4. Any full time employee who has been employed with another public agency or political subdivision shall be credited with the unused balance of his accumulated sick leave from such public agency or subdivision.
5. The previously accumulated sick leave of a full time employee who has been separated from public service shall be placed to his credit upon his re-employment, provided his employment takes place within ten years of the date on which the employee was last terminated from public service, unless the employee has elected to receive termination pay under Section 21.04.

21.03 Granting of Sick Leave:

1. Each employee shall furnish a written, signed statement on forms prescribed by the Employer to justify the use of sick leave. Such form will be made available by the department head and submitted to the department head when completed by the employee.

2. Sick leave may be used due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. The term "immediate family" means father, mother, brother, sister, husband, wife, child and grandparents, grandchildren, step-parents, step-children, step-brothers and step-sisters of the employee and/or his spouse. It does not provide extended leave for chronic illness within the immediate family.
3. If medical attention is required, or if the absence exceeds four (4) consecutive eight (8) hour work shifts, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave at the discretion of the Employer.
4. The appointing authority or his designee in the employee's department may request such certificate.
5. Full time employees shall be charged for sick leave at a rate equivalent to the amount of time an employee is absent. The minimum amount of time charged shall be one half hour.
6. Sick leave may be used in segments of not less than one half (1/2) hour.

#### 21.04 Payment for Unused Sick Leave Upon Retirement.

1. A full time employee, at the time of acceptance for retirement by the Public Employees Retirement System, if he/she has ten or more years of full time service as an employee of the City of Avon Lake may elect to receive termination pay.
2. Each full time employee who qualified shall receive fifty percent (50%) of his/her accumulated sick leave credit up to a maximum of one-hundred twenty (120) days. Payment shall be based on their daily rate of pay at the time of retirement and shall not exceed sixty (60) days of accumulated unused sick leave.

A full-time employee accepted for retirement by the Public Employees Retirement System before June 30, 2014 will receive one hundred percent (100%) of his/her accumulated sick leave up to a maximum of one hundred twenty days based on his/her daily rate of pay at the time of retirement.

- a. Payment under this provision shall eliminate all sick leave credit.

- b. No employee shall receive more than one payment.
- c. Should termination of employment be due to death of the employee, such remaining accumulated pay shall be paid in the following descending order:
  - 1. First, to the surviving spouse;
  - 2. Second, to a duly authorized representative of the employee's minor child or children if there is no spouse surviving;
  - 3. Third, to the executor, administrator, or duly authorized representative of the estate of the deceased employee if there are no minor children.
- 3. Employees whose date of employment is prior to January 1, 1981, will not be governed by Section 21.04 (2) of this Article. They will receive all accumulated sick leave up to a maximum of one-hundred twenty (120) days, based on their daily rate of pay at the time of retirement.
- 4. The Board of Municipal Utilities agrees that Section 260.24 of the Codified Ordinances of Avon Lake shall apply to bargaining unit employees.

21.05 If an employee uses sick time in a way which, in the reasonable judgment of the Employer, constitutes a pattern of abuse, the employee will be required to provide doctor's excuse to verify use of sick time. Examples of pattern of abuse include but not limited to; repetitive use of sick time before and after weekends; repetitive use of sick time before and after holidays; repetitive use of sick time before and after scheduled vacation; absences occurring repetitively when undesirable jobs or assignments are required.

**ARTICLE XXII. LEAVE OF ABSENCE AND UNAUTHORIZED ABSENCE**

22.01 One Year Restriction: With the consent of the department head, an appointing officer may grant a leave of absence without compensation, for a definite or an indefinite period not to exceed one year. Such absences may be granted for good cause among which the following shall be deemed proper: military service, temporary physical disability, or study or training of value in connection with the Municipal service. The Civil Service status for an employee shall be protected during all leaves of absence.

22.02 Reinstatement Upon Return: An employee returning after a leave of absence without pay shall be reinstated in his former position; provided, however, that the appointing officer during such absence has

not found it necessary to fill the position and upon notification to the absent employee to this effect the latter has refused in writing to curtail his leave and return to work or has failed to respond to his notification.

22.03 All classified employees of the Employer, returning from the armed services of the United States and applying for reinstatement shall be governed by the applicable provisions of the Ohio Revised Code.

22.04 Extension of One Year Leave: Where an employee has been injured in line of duty, an appointing authority may grant such extensions beyond the regular one year maximum leave allowed under provisions of Section 22.01.

22.05 Unauthorized Absence: Whenever a full time employee works for a period less than the regularly established number of hours a day, days a week, or weeks a month (unless absent for authorized leave), the amount paid shall be in proportion to the time actually employed for this class.

22.06 Employees absent from work for unauthorized reasons not included in this or previous Articles and/or without authorization or approval shall be considered on unauthorized leave. Unauthorized leave for a period of three or more consecutive working days may be considered by the department head as automatic resignation.

22.07 In the event of the death of a member of the employee's or the employee's spouse's "immediate family", said latter term being defined as set forth in paragraph 20.03 (2) herein, said employee shall be allowed bereavement leave with pay up to five days, to be charged as follows:

1. Three days, bereavement leave in state and up to five (5) days bereavement leave out of state with appropriate documentation.
2. From four to said maximum of five days of bereavement leave, if taken, shall be charged as sick leave.

22.08 Should an employee be required to serve as a juror or testify as a witness pursuant to subpoena or court order issued by a court of record and of competent jurisdiction, the Employer shall pay to such employee that amount which the said employee was to receive as pay from the Employer based on his pay-rate for the time required to fulfill the jury duty or witness call responsibility, if any.

22.09 In the event of an on-the-job injury, and the employee elects to seek a Workers' Compensation Award for lost work time, the Employer will continue to pay the employee sick pay upon written request, providing that the employee has adequate sick leave. Sick leave will be deducted for such time used until the employee receives his Workers, Compensation Award. At that time, the employee shall reimburse the Employer for all wages and benefits paid through payment of sick pay, and his sick leave

shall then be restored per the amount paid. The purpose of this procedure is to insure the employee continuous income until the Workers, Compensation Award is received.

#### ARTICLE XXIII. WAGES AND RATES OF PAY

23.01 In consideration for terminating the Employer's PERS pick-up of the employee's required 10% contribution. The Employer agrees that effective as soon as practical after the Agreement ratification, there shall be added to the present basic wage rate a sum equal to 10% for each employee covered by this Agreement. Paydays for all employees covered by this Agreement shall be on the Fridays of the week following scheduled pay periods throughout the term of this Agreement.

23.02 In addition to the above-mentioned increases, any plant operator (WA & SW & Distribution) holding a Class 3 operating permit from the State of Ohio shall be paid by separate check, a yearly payment of Five Hundred Dollars (\$500.00) beginning on January 1, 2013 and each January 1st thereafter. Any plant operator (WA & SW & Distribution) holding a Class 2 operating permit from the State of Ohio shall be paid by separate check, a yearly payment of Two Hundred Fifty Dollars (\$250.00) beginning on January 1, 2013 and each January 1<sup>st</sup> thereafter.

23.03 An employee who works as a plant operator will receive the operator's pay at the employee's present step for time spent replacing such operator. The employee, in order to receive the operator's pay, must have worked one full, continuous day's tour of duty as an operator and must have an appropriate, valid Class I operating permit from the State of Ohio.

23.04 An employee who is required to maintain a valid Class B Commercial Drivers License shall be paid Three Hundred Fifty Dollars (\$350.00) annually. An employee who voluntarily maintains Class A Commercial Drivers License shall be paid Four Hundred Dollars (\$400.00) annually. Payment shall be issued by separate check on the pay date proceeding April 1 of each year. The Employer agrees to continue the practice of paying the renewal fees for all certified licenses.

23.05 In recognition of the Employer undertaking operation of additional facilities/infrastructure on a contract basis, which contract may terminate at any time, employees in certain job classifications are required to perform additional and higher-level responsibilities and will be eligible for an annual stipend as set forth below.

(a). ETL Stipend: any employees in the classifications of Maintenance Man I - WA, Maintenance Man II - WA, Water Plant Operations Supervisor, and Water Plant Operator, who perform any services during a calendar year on the ETL project will be paid an annual stipend of \$2,500.00, payable in quarterly installments.

(b) LORCO Stipend: any employees in the classifications of Laborer, Line Maintenance Leader, Line Maintenance Man, Line Maintenance Operator, and Maintenance Man I - WPCO, who perform any services during a calendar year on the LORCO project will be paid an annual stipend of \$2,500.00, payable in quarterly installments.

The Employer may suspend or cancel either the ETL Stipend or the LORCO Stipend at any time based on the cancellation or non-renewal of its contracts with these customers, upon giving notice to the Union and an opportunity to discuss the effects of same.

#### **ARTICLE XXIV. PAYROLL DEDUCTIONS**

24.01 Credit union deductions shall be made upon presentation of a written deduction authorization by an employee for such purpose. Credit Union deductions shall be limited to only one credit union which shall be the same credit union for all employees.

#### **ARTICLE XXV. PUBLIC EMPLOYEES RETIREMENT SYSTEM CONTRIBUTION PICK-UP**

25.01 (a) The Employer's method of payment of salary and its provision of fringe benefits to those who are members of the Ohio Public Employees Retirement System (OPERS), are hereby modified as follows, in order to provide for a salary reduction pick-up of employee contribution to OPERS, in accordance with Internal Revenue Code Section 414 (h)(2) and the rulings thereunder.

(b) The total annual salary and salary per pay period for each such employee shall be the salary otherwise payable under the employer policies. Such total annual salary and salary per pay period of each employee shall be payable by the Employer in two parts: deferred salary and cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required, from time to time by OPERS, to be paid by an employee and shall be paid by the Employer to OPERS, on behalf of said employee as a pick-up and in lieu of the OPERS employee contributions otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pick-up for said employee and shall be payable, subject to the applicable payroll deductions, to said employee. The Employer shall compute and remit its employer contributions to OPERS based upon an employee's total annual salary or salary per pay period, including the aforesaid pick-up. The Employer's total combined expenditures for such employee's total salaries otherwise payable under the applicable Employer policies (including pick-up amounts) and its employer contributions to OPERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

(c) The pick-up shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence or for any other similar purpose.

(d) Any pick-up by the Employer of an employee's contribution to OPERS shall be mandatory for all members of OPERS. No such members shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to OPERS.

(e) The Employer shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable Federal, State and Local laws and regulations as they may exist at the time of such reporting and withholding, it being the Employer's understanding that Federal and Ohio income tax laws and regulations presently require it to report an employee's gross income, his or her total annual salary less the amount of the pick-up, while applicable municipal income tax laws require it to report as an employee's gross income his or her total annual salary including the amount of the pick-up.

#### **ARTICLE XXVI. PART TIME EMPLOYEES**

26.01 The Employer hereby agrees with the Union that it shall not employ any part-time employees longer than a consecutive period of ninety (90) working days, with the exceptions of part time seasonal employees, and Board of Municipal Utilities, appointments.

#### **ARTICLE XXVII. OBLIGATION TO NEGOTIATE**

27.01 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.

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

27.03 This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

27.04 The Employer and the Union agree to begin negotiations for the terms and provisions of a subsequent Agreement following the term of this Agreement, not later than March 1, 2014.

**ARTICLE XXVIII. SUBMISSION, APPROVAL-RATIFICATION OR REJECTION**

28.01 Upon finalization and reduction of this Agreement into written form, it shall be submitted to the Avon Lake City Council, the Board of Municipal Utilities, and to the affected membership of the Union. Within thirty (30) days after said submission, City Council and the Board of Municipal Utilities shall either approve same and authorize execution by the Mayor on behalf of the City in writing, or reject same and notify the Union President in writing upon rejection. Within thirty (30) days after said submission, the affected membership of the Union shall either ratify said Agreement and authorize execution thereof by the Union President on behalf of the Union in writing, or reject same and notify the Mayor in writing upon rejection.

**ARTICLE XXIX. APPLICATION**

29.01 The Employer agrees that the provisions of this Agreement will be administered on a fair and non-discriminatory basis. Work rules and other regulations, will not be inconsistent with the express written provisions of this Agreement. In the event of a violation of this Article, the matter shall be subject to the Grievance Procedure.

**ARTICLE XXX. CONFORMITY TO LAW**

30.01 This Agreement shall be subject to and subordinated to any present and future Federal, State and local laws, along with any applicable Civil Service Rules and Regulations, and the invalidity of any provision or provisions of this Agreement by operation of any such existing or future laws or rules or regulations shall not affect the validity of the surviving provisions.

30.02 If the enactment of legislation, or a determination by a Court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**ARTICLE XXXI. JOB EVALUATION AND JOB CLASSIFICATION LANGUAGE**

31.01 In the event that the parties to this agreement believe that a substantial change has occurred regarding any job classification covered

in the Collective Bargaining Agreement, they may request a meeting to discuss the change or changes for purposes of reclassifying the job including but not limited to a wage adjustment. The decision of the Board of Municipal Utilities shall be final and not subject to the grievance and arbitration procedure.

31.02 If a new job classification is established within the bargaining unit, the wage rate for such job shall be as determined by the Board of Municipal Utilities. Before making the new rate effective, the Chief Utilities Executive will meet with the Union for purposes of negotiating the rate for such classification. In the event the parties are unable to agree upon a rate for such classification, the Chief Utilities Executive may put the rate into effect without delay. Thereafter, the Union may file a grievance pursuant to Article XX of this Agreement on the single issue of whether the rate established by the Chief Utilities Executive is reasonable or unreasonable. If the grievance is submitted to arbitration, and the arbitrator determines that the rate is unreasonable, then the arbitrator shall have authority to set a new rate for such classification.

#### **ARTICLE XXXII. CONTRACT BOOKLETS**

32.01 The Employer shall have the agreement printed in booklet form by a Union printer and shall distribute the same to employees in the bargaining unit without cost.

#### **ARTICLE XXXIII. REQUIRED COURSES**

33.01 The Employer agrees to pay course fees and time spent in class for courses required by Ohio EPA for a bargaining unit member to maintain his/her State of Ohio certification which is also necessary for the employee to perform the job pursuant to the job description. Should the employee have a higher certification in that particular field the Employer agrees to pay as noted herein to maintain such certification.

The Employer will also pay for courses leading to Ohio EPA Operator certification for those bargaining unit members who lack Ohio EPA Operator certification but who seek to achieve Ohio EPA Operator certification.

In order to qualify for payment of either the course, whether to maintain an existing certification or achieve new Ohio EPA Operator certification, the employee must obtain the pre-approval by the Chief Utilities Executive prior to the course being taken.

The Employer will attempt to schedule these courses from time-to-time on an in-house basis, and also agrees not to unreasonably disapprove attendance at courses held within Northeast Ohio. Should the Employer schedule the course, employees will be given a two (2) week advance notice of the course.

**ARTICLE XXXIV. JOB BIDDING**

34.01 Upon determination by the Chief Utilities Executive that a vacant bargaining unit position needs to be filled, the Employer shall post a notice of the vacant position, and invite bargaining unit employees to apply for such position. The posting of the vacant position shall include a deadline for bargaining unit employees to apply. After the deadline for application, the position shall be awarded to the best qualified applicant, as determined by the Chief Utilities Executive. The employee awarded the position shall have fifteen (15) working days to request to be returned to his former position. If no bargaining unit employees apply, or if no bargaining unit applicant is qualified as determined by the Chief Utilities Executive, then the Employer shall be permitted to fill such position from outside the bargaining unit. Avon Lake Municipal Utilities employees within their first twelve (12) months of employment shall be eligible to apply for a posted vacant position but shall only be eligible for consideration of appointment should there be no qualified applicants from within the bargaining unit.

**ARTICLE XXXV. DURATION**

35.01 This Agreement shall become effective at 12:01 A.M., on the first day of January, 2013, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, June 30, 2014.

IN WITNESS WHEREOF, each party hereto set its hand by and through its duly authorized representative to two (2) duplicate copies hereof, each of which shall be deemed an original copy, this 17<sup>th</sup> day of April, 2013.

UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED-INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION,  
AFL-CIO AND CLC, LOCAL 1-865

Leo W. Gerard  
Leo W. Gerard

International President

Stanley W. Johnson  
Stanley W. Johnson  
International Secretary-Treasurer

Thomas Conway  
Thomas Conway  
Vice-President (Administration)

Fred Redmond  
Fred Redmond  
Vice-President (Human Affairs)

David R. McCall  
David McCall  
Director District 1

Christopher Martinez  
Christopher Martinez  
USW Staff Representative

Les Ester  
Les Ester  
USW Local 1-865

Dale Mitchell  
Dale Mitchell  
USW Local 1-865

Brian K. Klonek  
Brian Klonek  
USW Local 1-865

CITY OF AVON LAKE, OHIO

By: Board of Municipal Utilities

By: Todd Danielson  
Todd Danielson  
Chief Utilities Executive

And: Gregory J. Zilke  
Gregory J. Zilke  
Mayor

CITY OF AVON LAKE  
BOARD OF MUNICIPAL  
UTILITIES

- AND -

USW  
INTERNATIONAL UNION, AFL-CIO & CLC,  
LOCAL 1-865

LETTER OF UNDERSTANDING  
REGARDING  
JOINT COMMUNICATION FORUM

This letter will confirm the understanding of the Union and the Employer regarding the establishment of a Joint Communication Forum.

During the term of the labor agreement between the parties, the Union and the Employer agree to the creation of a Joint Communication Forum, consisting of three (3) employees covered by this Agreement and selected by the Union, one representative shall be designated from each of the Department's divisions: Wastewater Treatment Plant, Water Plant and Distribution/Collection and three management employees represented by the Wastewater Treatment Plant Manager, Water Treatment Plant Manager and Distribution/Collection Superintendent. The Chief of Utility Operations and Union President shall serve as co-chairman. The committee shall hold meetings once per calendar quarter, at a time agreed to by the co-chairman and may also hold special meetings as agreed by the co-chairman. Two weeks prior to each scheduled meeting the management and Union representative in each division shall meet to discuss areas of concern in their division. One week prior to the scheduled meeting each division shall submit to the co-chairman minutes of their meeting outlining items of discussion and any proposed resolutions. Said minutes shall be signed by both the management and the union representatives. The committee meeting agenda shall include division meeting minutes and other general department concerns agreed upon by the co-chairman and shall be distributed at least five (5) days prior to each quarterly meeting. Time devoted by committee members to meetings described in this paragraph which occur during the employee's regularly scheduled shift shall be compensated, but otherwise time devoted to committee matters shall not be compensated time.

The purpose and function of the Joint Communication Forum shall be to develop, receive, and/or consider suggestions with respect to improvement of operations at the Utilities Department. The committee may approve non-binding suggestions, which it may forward to the Chief Utilities Executive, who may accept or decline the committee's suggestions in his sole discretion. The committee shall have no authority to consider or make suggestions or proposals on matters relating to grievances, labor disputes, or wages, hours, or other terms and conditions of employment. Nothing in this Letter of Understanding shall be interpreted to limit modify, or abridge any of the Employer's rights under the Agreement.

For the Union:

Christopher Martinez

\_\_\_\_\_

\_\_\_\_\_

For the Employer:

T. Allen

\_\_\_\_\_

\_\_\_\_\_

CITY OF AVON LAKE

BOARD OF MUNICIPAL UTILITIES

- AND -

USW  
INTERNATIONAL UNION, AFL-CIO & CLC,  
LOCAL 1-865

LETTER OF UNDERSTANDING REGARDING  
ALTERNATE WORK SCHEDULES

This letter will confirm the understanding of the Union and the Employer regarding experimentation with alternate work schedules.

During the term of the labor agreement between the parties, the Union and the Employer agree to experiment with an alternate work schedule consisting of four (4) ten-hour shifts per work week ("4 x 10"), on the following basis:

- The 4 x 10 schedule shall be available only to employees in the following classifications: Lab Chief Analyst, Lab Analyst, Chief Operator and the Operator assigned to the press. Management shall determine and set the 4 - 10 hour day week work schedule within the Monday through Friday work, week;
- The parties fully understand and agree that 4 x 10 schedules are wholly impractical for outside crew classifications, and accordingly, no attempt shall be made to expand 4 x 10 scheduling to those classifications;
- This experiment is, at all times, being conducted on a trial basis, and may be terminated at any time, for any reason or for no reason at all, by the Chief Utilities Executive, by way of two weeks' advance written notice to the Union; any termination of this experimental program shall not be the subject of any grievance under the grievance procedure outlined in Article XX of the Agreement;
- During the life of this experimental program, the Union shall have the right to discuss with the Chief Utilities Executive proposed changes to or termination of the experimental program.
- The Employer enters into this Letter of Understanding with the expectation that this experiment will yield operational advantage to the Employer; without limiting the Employer's right to terminate this experimental program at any time for any reason or no reason at all, the parties acknowledge that

failure to achieve operational advantage for the Employer will result in termination of the experimental program;

- The parties acknowledge and agree that during any work week in which a paid holiday as defined in Section 14.01 falls, the employees shall revert to a schedule of five (5) eight hour shifts (5 x 8) for that work week;
- The parties acknowledge and agree that nothing in this letter of understanding, or the Employer's willingness to enter into same, shall be interpreted to limit, modify, or abridge any of the Employer's rights under the Agreement; and that except as provided herein, nothing in this letter of understanding, or the Union's willingness to enter into same, shall be interpreted to limit, modify, or abridge any of the Union's rights under the Agreement.

For the Union:

Christopher Martinez

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For the Employer:

[Signature]

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