



avenna City – AFSCME 2017 – 2019 Agreement Prepared 1-18-17

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AGREEMENT

between

THE CITY OF RAVENNA

and

LOCAL 3812, CITY OF RAVENNA

OHIO COUNCIL 8, AMERICAN FEDERATION

OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,

AFL-CIO

Effective: January 1, 2017

Expires: December 31, 2019

SERB Case Number 2016-MED-09-1074

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**ARTICLE 1
PREAMBLE**

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

1.02 Headers The parties agree that the headers for the sections of the Articles of the Agreement are for the convenience of the parties and are not intended to alter or amend the content of the section.

The parties hereto agree as follows:

**ARTICLE 2
PURPOSE AND INTENT**

2.01 Cooperative Relationship In an effort to have harmonious and cooperative relationships with its employees and the Union and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement with the Union reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of all matters pertaining to wages, hours, or the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Ravenna, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer’s business; and, 5) To provide a basis for the adjustment of matters of mutual interest between the parties.

**ARTICLE 3
RECOGNITION**

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

BARGAINING UNIT:

The bargaining unit shall include all full-time and regular part-time employees in the following classifications:

Utilities Operator
Water Plant Maintenance Foreman
Water Plant Maintenance Worker
Water Plant Operator

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Water Plant Operator I
Water Plant Operator II
Water Plant Operator III
Waste Water Plant Operator
Waste Water Plant Operator I
Waste Water Plant Operator II
Waste Water Plant Operator III
Waste Water Plant Maintenance Foreman
Chemist
Meter Reader-Technician
Mechanic
Service Worker II

The following classifications are excluded from the bargaining:

Administrative Secretary
Street Dept. Superintendent
Street Dept. Assistant Superintendent
Water Plant Superintendent
Waste Water Treatment Plant Superintendent
Water Billing & Meter Supervisor
All other classifications not specifically included

The parties also intend to include in the bargaining unit classifications which are currently vacant which are not intended to be filled in the foreseeable future. Those classifications are listed separately in Exhibit C to this Agreement.

Further, following agreement on the listing of classifications included and excluded from the bargaining unit the parties agree to submit to SERB a joint petition to amend the bargaining unit to contain the included and excluded classifications.

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

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

3.04 Emergency situation, Report for work For purpose of provisions of this agreement, an emergency is defined as circumstances beyond the control of the City,

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such as an Act of God, riot, flood, civil disorder and other similar acts upon declaration of said emergency by the Mayor, or the Governor of the State of Ohio. In the event of such an emergency, bargaining unit employees are expected to report to work if so ordered.

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

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

4.02 Amounts of Dues, Fees The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify in advance of when amounts are due to the Employer the amounts dues and owing from the employees involved.

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

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

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

4.05 Indemnification of the City The Union hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the City for any such liabilities or damages that may arise.

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

4.07 Fair Share Fee All present employees within the bargaining unit who are members of the Union shall remain members of the Union. Effective January 1, 1987, all employees in the bargaining unit who sixty (60) days from date of hire are not members in

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good standing of the Union shall pay a fair share fee to the Union.

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

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

**ARTICLE 5
NON-DISCRIMINATION**

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

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

**ARTICLE 6
GENDER AND PLURAL**

6.01 Whenever the content so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders.

**ARTICLE 7
UNION RIGHTS/REPRESENTATION**

7.01 Union representation and rights The Union shall have the exclusive right to determine and select representatives as they deem necessary. Representation shall be without interference, or reprisal from the Employer. Representation shall be to the extent that representatives must receive prior approval from their supervisor, and shall have the right to represent any employee in the bargaining unit upon their request, or as otherwise

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provided for under the provisions of this agreement. Such time off or representation shall not be arbitrarily withheld by the Employer, and shall be without loss of pay or benefits and shall include grievance and arbitration procedure. No representative shall be paid for any time during their off duty hours. Representation on the local Union level shall mean steward or their designee.

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

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

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

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

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

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

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

**ARTICLE 8
MANAGEMENT RIGHTS**

8.01 Limit on Delegation of Authority of City Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

8.02 Reservation of Management Rights and Responsibilities The Union

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

8.03 Management Rights, partial listing Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine basis for selection, retention and promotion of employees to or for positions not with the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge or otherwise transfer any or all of its facilities, property, processes of work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 15) terminate or eliminate all or any part of its work or facilities.

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

**ARTICLE 9
HEADINGS**

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

**ARTICLE 10
SEVERABILITY**

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

10.02 Modifications to Agreement Should any provision or provisions of the Agreement be invalidated as outlined above, upon written request of either party, the

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parties shall meet within thirty (30) days to discuss the impact and negotiate a modification or legal alternative of the invalidated provision or provisions.

**ARTICLE 11
NO STRIKE**

11.01 No strike The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

11.02 Cooperation by Union In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

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

**ARTICLE 12
NO LOCKOUT**

12.01 No Lockout The Employer agrees not to lock out or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on employees or an employee organization regarding a labor relations dispute.

**ARTICLE 13
DISCIPLINARY PROCEDURES**

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

The following is intended to establish the procedure for discipline:

13.02 Procedure for discipline An employee being disciplined, or questioned or

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

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

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

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

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

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

“Reasonable Period of Time” shall not exceed thirty (30) work days, unless the individual or individuals involved are not ascertainable at the time of the discovery or reason giving rise to the discipline. The City may delay issuance of discipline if criminal action is pending against the employee or the City may proceed with discipline.

**ARTICLE 14
BULLETIN BOARDS**

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

1. Union meetings;
2. Union nominations and elections and results;
3. Recreational and social affairs of the Union;
4. Reports of Union committees;

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5. Ruling or policies of the International Union, Ohio Council 8, or Local 3812, AFSCME.

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

**ARTICLE 15
GRIEVANCE PROCEDURE**

15.01 Preamble Every employee shall have the right to process grievances in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented by a representative of the Union at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

15.02 Definitions For the purpose of this procedure, the below listed terms are defined as follows:

- a) **Grievance** - a "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) **Days** - a "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

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

- a) **Content of Grievance Form** - All grievances shall include the name and position of the Grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the Grievant; and a general statement of the nature of the grievance and the redress sought by the Grievant.
- b) **Response to Grievances** - All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the Grievant and the Union.
- c) **Group Grievances** - A grievance can be initiated by the Union or an aggrieved bargaining unit employee. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting each such bargaining unit employee in the same manner, the Union shall

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process the grievance(s). If a grievance affects a "group/department wide" controversy, it may be submitted at Step Three (3) by the Union. All individuals in a group or department wide grievance must be identified.

- d) **Informal Resolution of Grievances** - Prior to the formal resolution of the Grievance nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his immediate supervisor and having said matter informally adjusted provided that the adjustment is not inconsistent with the terms of this Agreement. Adjustment pursuant to this section shall not create a precedent or ruling binding upon either party in future proceedings.

- e) **Time Limits** - It is the Union's and employer's intention that all time limits in the above grievance procedures shall be met. To the end of encouraging thoughtful responses at each step, however, the Union and employee's designated representative may mutually agree at any step to extensions of any of the time limits imposed herein, but any such agreement must be in writing and signed by the parties. In the event that the employer fails to timely file a response to a step in the grievance, it is mutually agreed that the grievance is deemed denied and shall automatically proceed to the next step.

15.04 Administration of grievances. All grievances shall be administered in accordance with the following procedure:

Step 1 Immediate Supervisor

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

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

Step 2 Service Director If the dispute is not resolved informally at Step One (1), it shall be reduced to writing by the Union and signed by the grievant, with the exception of group/department wide grievances as defined in Article 15, Section 15.03 [C] of the Agreement and presented as a Grievance to the Service Director within five (5) days

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of the informal meeting or specifications of the supervisor's decision at Step 1, whichever is later, but not later than five (5) days from the date of the meeting if the supervisor fails to give the employee an answer. The Service Director will schedule a meeting with the grievant and Union representative within five (5) days of the receipt of the grievance and attempt to adjust the grievance. The Service Director shall respond in writing to the grievant and representative within five (5) days of such meeting.

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

**ARTICLE 16
ARBITRATION PROCEDURE**

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

16.02 Authority of Arbitrator The Arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this agreement.

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

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

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16.05 Fees of Arbitrator The fees and expenses of the arbitrator will be equally shared by the parties to this Agreement. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party, with the Employer providing a permanent hearing room.

16.06 Decision 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 opinion shall be final and binding.

16.07 Panel of Arbitrators There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Daniel Zeiser; 2) Dr. Harry Graham; 3) Dennis Byrne; 4) George Szuter; 5) Nels Nelson; 6) Jerry Fullmer; 7) Rob Stein.

**ARTICLE 17
WORK RULES/REGULATIONS**

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

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

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

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

**ARTICLE 18
LABOR/MANAGEMENT COMMITTEE**

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

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

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

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

**ARTICLE 19
HEALTH AND SAFETY**

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

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

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

- a) the report to Labor/Management Committee must be acted upon by the

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Labor/Management Committee within five (5) working days.

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

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

**ARTICLE 20
MEDICAL EXAMINATIONS**

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

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

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

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

20.05 Leave, Involuntary leave or separation If an employee refuses to go on leave status, the Mayor/Safety Director or Service Director may place the employee on unpaid leave or disability separation. Such action may only be appealed through the grievance procedure contained in this contract. The employee shall have the right to return to work following submission of satisfactory evidence of his ability to perform the material and substantial duties of his position. The right to reinstatement shall last for a period of one (1) year and shall be extended for one (1) year upon written request of the employee. If

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the employee does not return to work within that period, he shall be deemed separated. Prior to reinstatement, the Employer may require the employee to submit to an examination as a condition precedent to reinstatement, paid for by the Employer.

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

**ARTICLE 21
SENIORITY**

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

21.02 Break in seniority Seniority shall be broken when an employee:

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

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

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

21.05 Posting of seniority roster The Employer shall post on all bulletin boards as

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

21.06 Wastewater Treatment Plant schedule posting By December 1st each year the Superintendent or their designee of the Wastewater Treatment Plant, shall post on their respective City Bulletin Boards, a shift schedule for twenty-four (24) hour operations and work week as currently in effect, which shall provide that all Wastewater Treatment Plant operations shall have the opportunity and right to select on the basis of seniority, the shift schedule and work week such employee will be scheduled to, for the calendar year beginning on the first day of the first pay period each January.

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

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

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

ARTICLE 22

CLASSIFICATIONS/PROMOTIONS AND PROBATIONARY PERIODS

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

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

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

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

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

22.04 Assignment to position, notice to employees The successful bidder will be awarded and given the job within forty-five (45) calendar days after the posting period. The Employer will provide each employee not selected for the position a written notification within two (2) working days prior to the selection, listing the reasons why the employee was not selected for the position.

22.05 Notice to union The Union chairperson or designee shall be notified in writing as to the Employer’s selection for said vacancy at the end of the selection period in 22.03.

22.06 Probationary period, newly hired Probationary period for all new bargaining unit employees shall not exceed one hundred eighty (180) days.

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

22.08 Leaves during probation If any employee is granted a leave of absence, or is not in active pay status for a period of time during the probationary period, the time shall not be counted as part of the probationary period. Permanent, part-time employees shall have their probationary period determined by the number of calendar days worked

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following the effective date of employment in the same manner as full-time employees.

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

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

23.02 Working above classifications

- (A) When any bargaining unit employee is assigned or works in a higher classification or duties not regularly assigned to them, said employees shall be compensated for all hours worked at the higher duties or classification, at the equivalent step pay of employees who he/she is replacing.
- (B) When any bargaining unit employee is assigned or works in a higher classification and is not replacing an employee he/she shall receive a maximum two (2) step pay increase for all hours worked at the higher duties or classifications.

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

**ARTICLE 24
LAYOFF/RECALL**

24.01 Notice Whenever the Employer determines that it is necessary to reduce the number of employees in a department, or a classification due to a lack of funds, or a lack of work, all affected employees and the local Union chairperson shall be notified in writing at least fourteen (14) calendar days in advance of the effective date of such layoff. The employer shall also provide the Union supporting documentation of such lack of work or lack of funds.

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

24.03 Bumping rights An employee who is displaced by layoff in the work force, may exercise his seniority rights to bump an employee with the least seniority within the same classification or if he has the least seniority, he may bump an employee with the least seniority within the next lower classification rates of pay, in a classification the employee is qualified to do. Any employee bumped under the procedures of this Article,

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may elect to take the layoff rather than exercise his bumping rights and must so notify the Employer of such desire in writing within five (5) calendar days of his receipt of notification of layoff pursuant to Section 24.01 or will be deemed to have elected to take the layoff.

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

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

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

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

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

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

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

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

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

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

a) Street Department:

Starting time - 7:00 a.m.

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

Quitting time - 3:30 p.m.

Ten (10) hour shifts may be utilized based on seasonal work needs.

b) Street Department - Sweeper Operations:

Starting time - 3:30 a.m.

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

Quitting time - 12:00 noon

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

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

c) Street Department - Snow and Ice Control:

The Employer may establish snow and ice control shifts, which is limited a minimum of two (2) employees, from the period of November 15th through March 31st of any year.

Voluntary staffing for these shifts will be posted in the Street Department and filled in accordance with Article 22 of the Agreement, within seven (7) days prior to the start of the shift. In the event that the desired staffing levels are not met through volunteers then then shifts will be filled in accordance with Article 26 of the Agreement.

Hours and shifts are as below:

Afternoon Shift

Starting time - 3:00 p.m.

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Lunch - one half (½) hour within the eight (8) hour shift
Quitting time - 11:30 p.m.

Work schedule is Monday afternoon through Friday evening.

Shift differential of seventy-five cents (\$.75) above the normal rate will be paid for hours worked between 3:00 p.m. and 11:30 p.m.

Night Shift

Starting time -11:00 p.m.
Lunch - one half (½) hour within the eight (8) hour shift
Quitting time - 7:30 a.m.

Work schedule is Sunday night through Friday morning.

Shift differential of eighty-five cents (\$.85) above the normal rate will be paid for hours worked between 11:00 p.m. and 7:30 a.m.

Overtime will typically be handled as follows:

Day shift will stay on duty from 4:00 p.m. to 8:00 p.m. as needed

Afternoon shift will stay on duty from 11:30 p.m. to 3:30 a.m. as needed

Night shift will report from 8:00 a.m. to 11:00 p.m. as needed.

The procedure for callouts on weekend and Holiday overtime will be assigned pursuant to Article 26.

d) **Street Department - Street Construction/Project Hours:**

(Exceptions to 8 hour work day):

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

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those employees working the ten (10) hour shift. Those employees working the ten (10) hour shift will receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. Employees will receive a paid lunch during the ten (10) hour shift.

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

e) **Water Meter Department:**

Starting time - 8:00 a.m.
Lunch - one half (½) hour - (as established by past practice/procedures)
Quitting time - 4:30 p.m.

f) **Water Treatment Plant:**

10 hour shift

<u>1st shift</u>	Starting time - 7:00 a.m. Quitting time - 5:00 p.m..
<u>2nd shift</u>	Starting time - 1:00 p.m.. Quitting time - 11:00 p.m.
<u>3rd shift</u>	Starting time - 11:00 p.m. Quitting time - 9:00 a.m.

8 Hour shift

Starting time - 7:00 a.m.
Quitting time - 3:00 p.m.

It is agreed that for the purpose of defining work days, overtime and holidays, at the Water Plant, the shifts listed above shall constitute a day. (i.e.; Monday = 1st, 2nd & 3rd shift - 1 day; Tuesday = 1st, 2nd & 3rd shift - 1 day and so on.)

Due to the nature of the operation of the Water Treatment Plant, a one-half (½) hour for lunch is taken within the eight (8) hours shift whenever it is possible.

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Shift Schedules/Shift Assignments for Plant Operators shall be established and practiced prior to the effective date of this Agreement, and shall remain in effect for the term of this Agreement.

g) Waste Water Treatment Plant:

8 hour shifts

Starting time - 7:00 a.m.
Quitting time - 3:00 p.m.

Or Starting time 4:00 a.m.
Quitting time 12:00 p.m.

10 hour shifts - Various times

It is understood that for the purpose of defining work days, overtime and holidays, at the Wastewater Plant, the shifts listed above shall constitute a day. (i.e.; Monday = 1st, 2nd & 3rd shift - 1 day; Tuesday = 1st, 2nd & 3rd shift - 1 day and so on.)

Due to the nature of the operation of the Plant, a one-half ($\frac{1}{2}$) hour for lunch is to be taken within the eight (8) hour shift whenever it is possible.

Shift Schedules/Shift Assignments for Plant Operators shall be as established and practiced prior to the effective date of this Agreement, and shall remain in effect for the term of this Agreement.

25.02 Overtime rates

1. **Holidays worked** Work performed on a legal holiday shall be paid for at a rate of double time and one-half ($2\frac{1}{2}$) for all hours worked, i.e. holiday pay for the holiday hours worked and $1\frac{1}{2}$ pay for the hours worked on the holiday.
2. **Holidays not worked** Bargaining unit employees required to work a scheduled forty (40) hour work week whereby a holiday with full pay, falls on their scheduled day off, shall be credited with additional normal work hours either the last or beginning work day of the preceding or start of whatever work week the holiday falls on. However, it is understood that where an employee chooses not to be credited with such above holiday entitlement, and chooses to save such holiday for later use as scheduled time off, with the approval of the Employer, such employee will be credited and only entitled to a forty (40) hour paid work week. Saved holidays are to be used within 30 calendar days.
3. **Workday** Time and one-half ($1\frac{1}{2}$) for hours worked in excess of normal

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work hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift or exceeding forty (40) hours worked or credited in a work week.

4. **Emergency work** In cases of emergency in the Wastewater and Water Treatment Plants where an operator reports off, management of the senior employee will contact the employees on the overtime rotating list to replace the absent operator. The employee with the least overtime hours must stay on the job until relieved.
5. **Clean-up on projects** It is understood between the parties that if a project is being conducted in the City and that it is time for the clean-up of said project if the project would take no more than one and one-half hours to finish the clean-up past the normal quitting time of the crew, that the crew on the job will be permitted to clean up the project and return to the City garage. The appropriate overtime would be paid for the time worked over the eight hour shift.

**ARTICLE 26
OVERTIME ROTATING LIST**

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

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

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

26.03 Equitable distribution Overtime distribution shall be as equitable as possible. Equitable distribution shall mean that the variance of charged overtime hours shown for

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

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

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

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

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

26.06 Compensatory Time Employees may accumulate compensatory time off in lieu of overtime. An employee who wishes to request compensatory time in lieu of overtime pay shall designate this request in writing to the Employer prior to the end of the pay period in which the overtime is worked. Employees may split overtime pay between compensatory time and paid overtime. The employee may designate how many hours of overtime worked will be compensatory time and how many hours will be paid overtime. Compensatory time shall accumulate at the rate of one and one-half (1-1/2) hours per hour of overtime worked. Employees may bank up to forty (40) hours of compensatory time, after which hours of overtime work will be paid as overtime until such time as the employee's compensatory time bank falls below forty (40) hours. During any time period, the Employer may deny the accumulation of compensatory time for all employees and require employees to take pay for overtime worked.

An employee wishing to use compensatory time shall request such time a minimum of

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three (3) workdays in advance. The three (3) workdays notice maybe waived by the supervisor. The use of compensatory time may be denied due to work scheduled and insufficient staffing, but otherwise shall not be unreasonable denied.

Employees may cash in accumulated compensatory time once per calendar year by the 15th of December. Should an employee cash out compensatory time the payment shall be at the rate at the time the compensatory time is converted.

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

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

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

**ARTICLE 28
PERSONNEL FILES**

28.01 Public Records Act This section is subject only to the provisions of the Ohio Revised Code “Public Records Act” as set forth in part in Section 149.43 as amended.

28.02 Reprimands After one year, provided the employee has had no intervening disciplinary actions, on written requests to the Employer all reprimands not resulting in time lost shall be removed from the employee’s file. On written request to the Employer, any reprimands resulting in time lost shall be removed from the file after two (2) years from the effective date of the reprimand provided the employee has had no intervening disciplinary actions. Time periods delineated herein shall begin after the resolution of any appeal of such reprimand or disciplinary action. Any reprimands removed under this paragraph and from an employee’s file under this paragraph will be available for review by the City in determining the disciplinary action to be taken for any subsequent disciplinary action or reprimands imposed following the sealing of the records by the Employer.

**ARTICLE 29
MAJOR MEDICAL INSURANCE/LIFE INSURANCE AND OTHER BENEFITS**

29.00 Eligibility for coverage Starting on their 91st day of hire, bargaining unit employees shall be covered under the Major Medical/Life Insurance Plans and other benefits of the City and equal to all other City employees.

29.01 Insurance As additional compensation for employees covered by this Agreement, members will have the same Medical, Prescription Drug, Vision, Dental,

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Hearing, and Life Insurance as offered to non-bargaining unit employees of the City. Employees may select single or family coverage, based upon their eligibility for the plan. AFSCME Local 3812 members will receive Dental and Hearing benefits through the AFSCME Care Plan.

29.02 Coverage The Employer shall offer one (1) Medical, Prescription Drug, Life, Dental and Optical, coverage plan. Bargaining unit employees shall pay no more in monthly premiums towards their Medical, Prescription Drug, Life, Dental and Optical, coverage than any non-bargaining unit employees in the City.

29.03 Employees contributions Employees are responsible for paying their specified percentage of the premium for health insurance, dental insurance and vision insurance and said percentage 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 effective:

January 1, 2017 – 13%

January 1, 2018 – 13.5%

January 1, 2019 – 14%

29.04 Life insurance, current employees The City shall provide and maintain in force, by the payment of necessary premiums, life insurance in the amount of twenty thousand dollars (\$20,000.00) for all bargaining unit members, for the duration of this agreement.

29.05 Life insurance for retired employees Upon retirement or disability retirement from the Employer for employees hired prior to January 1, 2017, each bargaining unit member shall be entitled to a continuing life insurance policy in the amount of twenty thousand dollars (\$20,000.00). Upon reaching age 70 the coverage will be modified to ten thousand dollars (\$10,000.00)

29.06 Spousal exclusion The spouse of any member who is employed full-time and has the availability of Medical and Prescription Drug coverage through their fulltime Employer shall be required to obtain such coverage and will not be eligible for the City's Plan. In the event that the spouse becomes unemployed, ineligible for their Employer coverage or is unable to participate in their Employer plan, the City will treat such as a qualifying event and permit the spouse to enroll in the City's plan.

29.07 Opt out program Members of the Bargaining Unit are eligible to participate in the City's "Opt-Out" program wherein employees may be eligible for a cash incentive to waive health coverage. Such "Opt-out" amount shall be 30% of the fully funded premium

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for the plan for which the employee would otherwise be eligible. Members must provide proof that they have Medical and Prescription Drug coverage in order to be eligible for the “Opt-Out”.

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

29.09 Ohio AFSCME care plan The Employer shall contribute to the Ohio AFSCME Care Plan for the purpose of providing Dental III (\$56.00) and Hearing Aide Benefits (\$0.50) to eligible bargaining unit employees in accordance with the rules and regulations of the fund and all applicable federal and state laws. Contributions shall be made between the first (1st) and the tenth (10th) day of each month at the rate of fifty six dollars and fifty cents (\$56.50) per month for each bargaining unit employee. Newly hired employees shall become eligible to enroll into the Ohio AFSCME Care Plan on the ninety-first (91st) day of employment. After the 2013 Healthcare plan design the Ohio AFSCME Care Plan shall be a benefit reviewed by the Health Care Committee.

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

30.01 Pregnancy, childbirth and related medical conditions leave The Employer, upon written request of a pregnant bargaining unit employee, shall grant such employee a leave of absence without pay, subject to the following:

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

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

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

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

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

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

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

**ARTICLE 31
HOLIDAYS**

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

1. New Year's Day - January 1st
2. Martin Luther King Day - Third Monday in January
3. President's Day - Third Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4th
6. Labor Day - First Monday in September
7. Columbus Day - Second Monday in October
8. Veteran's Day - November 11th
9. Thanksgiving Day - Fourth Thursday in November
10. Day after Thanksgiving Day - Friday after Thanksgiving
11. Christmas Day- December 25th
- 12/13. Two (2) personal days per year - Employee's discretion

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

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

31.04 Forfeiture of holiday pay An employee forfeits holiday pay when:

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

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

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

**ARTICLE 32
VACATIONS**

32.01 Vacation leave accumulation schedule Bargaining unit employees who are full-time employees of the City shall, after one (1) year service be entitled and allowed vacations with pay in accordance with the following schedule:

<u>AFTER YEARS SERVICE</u>	<u>WEEKS OF VACATION</u>
1 year	2 weeks
7 years	3 weeks
14 years	4 weeks
20 years	5 weeks
30 years and above	6 weeks

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

32.03 Absences in excess of sick leave Absence for sickness, injury or disability in

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excess of the time authorized for such a purpose, shall at the request of the employee, be charged against vacation time upon approval of the City.

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

32.05 Requests for vacation leave Employees desiring to take an earned vacation shall submit their written request to the Department Head two (2) days in advance, except for unforeseeable emergencies or extenuating circumstances.

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

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

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

**ARTICLE 33
SICK LEAVE**

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

33.02 Accumulation Sick leave shall be accumulative without limit.

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

1. Illness, injury, or pregnancy-related condition of the employee;
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner;
4. Death of a member of the employee's immediate family. Such usage shall

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be limited to a reasonable necessary time, not to exceed three (3) days, (see Funeral leave);

5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
6. Examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary;
7. Immediate family shall be identified as:

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 34
FUNERAL LEAVE**

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

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leave shall be charged to the employee's accrued sick leave. If necessary vacation leave, personal leave, saved holidays or leave without pay may be utilized. An employee is not to misuse the funeral leave.

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

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

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

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

**ARTICLE 35
LONGEVITY**

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

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

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

35.04 Longevity Schedule – Hourly Conversion

YEARS OF SERVICE	ANNUAL	Bi-Weekly (80 HOURS)	2080 HOURLY RATE
5	\$300	\$11.54	\$0.14

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6	360	13.85	0.17
7	420	16.15	0.20
8	480	18.46	0.23
9	540	20.77	0.26
10	600	23.08	0.29
11	660	25.38	0.32
12	720	27.69	0.35
13	780	30.00	0.38
14	840	32.31	0.40
15	900	34.62	0.43
16	960	36.92	0.46
17	1020	39.23	0.49
18	1080	41.54	0.52
19	1140	43.85	0.55
20	1200	46.15	0.58
21	1260	48.46	0.61
22	1320	50.77	0.63
23	1380	53.08	0.66
24	1440	55.38	0.69
25	1500	57.69	0.72
26	1560	60.00	0.75
27	1620	62.31	0.78
28	1680	64.62	0.81
29	1740	66.92	0.84
30	1800	69.23	0.87
31	1860	71.54	0.89
32	1920	73.85	0.92
33	1980	76.15	0.95

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

36.01 Wage rates Wage rates for all bargaining unit employees effective January 1, 2017 through December 31, 2019 or the nearest pay period thereto is attached at Exhibit “D” reflecting the following:

- 4% wage increase for 2017
- 2% wage increase for 2018
- 0% wage increase for 2019

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

Pay ranges for bargaining unit classifications are as listed below:

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	<u>Pay Range</u>
Water Plant Maintenance Foreman.....	16
Water Plant Operator.....	12
Water Plant Operator I.....	13
Water Plant Operator II.....	14
Water Plant Operator III.....	15
Water Plant Maintenance Worker.....	14
Waste Water Plant Operator.....	12
Waste Water Plant Operator I.....	13
Waste Water Plant Operator II.....	14
Waste Water Plant Operator III.....	15
Waste Water Plant Maintenance Foreman	16
Chemist.....	18
Meter Reader Technician.....	13
Mechanic.....	16
Utilities Operator.....	18
Service Worker II.....	14

NOTE: This listing of classifications and pay range assignments is subject to modification of the classifications included in the bargaining unit. See Article 3. Classifications not currently utilized are listed in an Exhibit C.

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

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

36.04 New employee’s entrance rate All new employees hired by the Employer shall be hired into the entrance rate of pay for their respective classifications.

36.05 Pay day All employees shall be paid in bi-weekly pay periods on alternating Fridays as established by the City Finance Director.

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

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

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

**ARTICLE 37
INJURY/DISABILITY LEAVE, DISABILITY SEPARATION**

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

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

37.03 Disability Separation At the time it is determined an employee is no longer able to perform the essential functions of their classification or position the employee may be disability separated notwithstanding the provisions of this Article or other Articles of this Agreement. Employees disability separated shall have the right to grieve their disability separation to the grievance procedure beginning at the Mayor's step.

**ARTICLE 38
SHIFT DIFFERENTIAL**

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

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

39.01 Clothing and Allowance Foul weather gear or other similar gear or protective clothing that the City presently provides and maintains and as established, shall continue to be provided by the Employer at no expense to bargaining unit employees.

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The Employer shall pay up to one hundred seventy-five (\$175.00) each year for each employee, for the purchase or repair of uniforms, coveralls, safety-toe shoes or boots. This payment shall be made upon presentation by the employee of proof of purchase or a receipt satisfactory to the Employer showing the shoes have been repaired. In order to qualify for this payment, the employee must have written, prior approval from their department head, followed by a completed employee reimbursement form with attached original receipt of purchase.

**ARTICLE 40
JOB DESCRIPTION**

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

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

**ARTICLE 41
CONTRACTING OUT**

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

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

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

**ARTICLE 42
MILITARY LEAVE**

42.01 Military leave The parties agree to follow the State and Federal Laws regarding military leave for employees of the City.

**ARTICLE 43
LEAVE WITHOUT PAY**

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

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

43.03 Use of paid leaves upon exhaustion of sick leave An employee who has exhausted all available sick leave, but who is otherwise entitled to take sick leave, shall be entitled to take vacation time prior to taking leave without pay.

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

**ARTICLE 44
SUCCESSOR**

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

**ARTICLE 45
OBLIGATION TO NEGOTIATE**

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

**ARTICLE 46
TOTAL AGREEMENT**

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

**ARTICLE 47
LEGISLATIVE APPROVAL**

47.01 Approval by Council It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval under the procedures provided by Chapter 4117 O.R.C.

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**ARTICLE 48
MEETING ROOM**

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

**ARTICLE 49
SUBSTANCE ABUSE**

49.01 Drug Free Policy The employer will make a good faith effort to maintain a drug free workplace by complying with the requirements of the Federal Drug Free Workplace Act of 1988, the Omnibus Transportation Employees Testing Act of 1991 and relevant Department of Transportation regulations, enhancing the health and safety of employees and the public, thereby providing more cost efficient delivery of public services.

A current employee may be required to take a drug screening and confirmation test, or an alcohol test, administered in accordance with this directive.

49.02 Scope This Article applies to all departments, and all employees for positions under the control of the employer. Random drug and alcohol testing applies only to employees holding CDL licenses who operate or who will reasonably be expected to operate any CDL required equipment or vehicles during the year. This Article covers the following type tests:

- a. Pre-employment
- b. Random (CDL drivers only)
- c. Reasonable suspicion
- d. Post-accident
- e. Return to Duty
- f. Follow up Testing

All Federal mandated testing shall be conducted in accordance with current regulations. Current Federal Regulations shall be controlling in case of change or conflict.

49.03 Definitions

- a. Alcohol means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.
- b. Drug means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances," and/or Section 202, Schedules I through V of the Federal Controlled Substance Act, including but not limited to marijuana, medical marijuana hashish, "crack," cocaine, heroin, morphine, codeine, opiates, amphetamines, "ice," barbiturates and hallucinogens.

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- c. Reasonable suspicion means a conclusion by trained personnel based on personal observation of specific objective instances of employee conduct, subject to corroboration and documented in writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior that is recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonably explained as a result of other causes such as fatigue, side effects to prescription or over the counter medication, reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to, a substantial drop in the employee's performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.
- d. Drug testing means collection of a urine specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized unless negotiated with the Union, or mandated by Federal Regulations.
- e. Medical Review Officer (MRO): The MRO interprets the laboratory results of the drug tests and reports positive results to employer's designated representative after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with a background in substance abuse.
- f. Breath Alcohol Technician (BAT): The BAT shall be responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the Evidential Breath Testing (EST) device used to conduct the test.
- g. Substance Abuse Professional (SAP): The SAP will evaluate the employee's situation, prescribe an appropriate treatment program, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.
- h. Alcohol Testing: Means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

49.04 Employer Procedures and Notification

- a. Employer rules and regulations prohibit the use, sale, manufacture or possession of illicit drugs or alcohol, or misuse or resale of prescription or over-the-counter medications while on duty or on employer property or in an employer vehicle. Violation of these rules and regulations will subject the employees to discipline, which could include discharge.

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- b. Any employee who brings any mood-altering non-prescription drugs including, but not limited to: amphetamines, barbiturates, marijuana, medical marijuana, alcohol, morphine, cocaine, tranquilizers, PCP or any of their derivatives onto employer property or any employer work site will be immediately removed from the workplace, referred for rehabilitation and subject to disciplinary action up to and including discharge.
- c. Any employee found selling any illegal or prescription drugs of any sort on any employer property or work site shall be immediately discharged from the employer's service and may be subject to criminal charges, whether the employee is on or off duty.
- d. Reasonable Suspicion
 - 1) Reasonable suspicion drug testing, based on reasonable suspicion may be administered only where there is evidence to believe that, the employee to be tested is using, consuming or under the influence of an alcoholic beverage, non-prescription controlled substance (other than over the counter medication) and/or non-prescription drugs while on duty. Employees shall be required to submit to testing for drug or alcohol use under the aforementioned conditions. The reasonable suspicion must be documented in writing including any specific objective facts constituting reasonable suspicion. (The names of any informants or sources of the information shall be made available upon request by the Union.)
 - 2) Reasonable suspicion shall be based upon personal observations that must be documented in writing, which may be in the form of a checklist, at the time of the observation.

49.05 Random Testing

A percentage equal to fifty percent (50%) of our average driver position shall be tested for drugs, and a percentage equal to ten percent (10%) of our average driver position shall be tested for alcohol annually. Random drug and alcohol testing applies only to employees holding CDL licenses who operate or who will reasonably be expected to operate any CDL required equipment or vehicles during the year.

Regulatory Requirements:

- a. An employee who works in a covered position shall be subject to drug and alcohol testing on an unannounced and random basis. A refusal to submit to these tests shall be presumed as a positive test, subjecting the driver to disqualification and discipline, up to and including discharge.
- b. The Employer shall administer drug tests equal to fifty percent (50%) of covered employees, each calendar year in accordance with Federal

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requirements.

- c. The Employer must administer alcohol tests equal to ten percent (10%) of covered employees, each calendar year in accordance with Federal requirements.
- d. Each employee who works in a covered position shall be in a pool from which random selection is made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested.
- e. An employee shall be selected for drug and alcohol testing by a computer software program, or a random process mutually agreed upon by the employer and Union designed to ensure that selection will be completely objective and anonymous. If a testing/collection facility is used, a list of selected employees must be provided to the Union upon request.
- f. The random drug testing dates shall be spread through the twelve-month period. The random selection dates should be done quarterly. The selection will occur, by the testing/collection facility at a different time each quarter to insure against predictable selection dates.
- g. If the random selection is made by the testing/collection facility, the employer shall submit a list, verified by the Union, of employees to the testing/collection facility subject to random testing. This list shall include the employee's name, and their assigned random drug and alcohol identification number.
- h. The employer will then notify the employee that he/she has been selected for random testing on the morning of the test. The employee shall then report immediately to the testing/collection facility.
- i. If test results are negative, all documentation other than that required by Federal Regulations regarding the testing will be destroyed.
- j. If the test results are verified positive, the MRO will not notify the employer's designated representative of a positive test result until he has first had consultation with the employee. The employee shall be removed from his/her safety sensitive position. The employee, within twenty-four (24) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory for conformity testing of the presence of a drug. If the second (2nd) test is positive, the driver or the Union shall reimburse the City for the cost of the second (2nd) confirmation test. If a driver requests that a split sample be tested, then disciplinary action will only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However,

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the driver will be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. The driver shall not be entitled to payment of lost time during the period that the driver has been removed from service as required by DOT regulations, unless the results of the second (2nd) test is negative. Any driver testing positive for drugs in any DOT drug test shall be disciplined according to Section XX.8, and may have the opportunity for rehabilitation and consultation.

49.06 Post Accident

- a. If an employee operating a City vehicle during work hours is involved in an accident where major damage and bodily harm has occurred to himself or herself or any other person or has been cited for violating the traffic laws except where no law enforcement agency has been called to make a report, shall be cause for testing.
- b. All covered employees involved in, or contributing to an accident, or who cannot be completely discounted as a contributing factor to an accident where either vehicle has to be towed, or a citation has been issued to the driver shall be tested immediately, but under no circumstances more than eight (8) hours from the time of the accident.
- c. A decision not to administer a post-accident drug test shall be made by the employee's Department Head or Safety Officer provided that he was not involved in the accident. The determination shall be based on the best information available at the time.
- d. The urine sample for a post-accident drug test shall be collected as soon as possible but not later than eight (8) hours after the accident.
- e. Implementation Procedures:
 - 1) Any driver involved in a reportable accident as defined by this Article, shall notify their supervisor at the first available opportunity after the accident, at which time the driver will be advised to report to an appropriate collection site in order to provide the appropriate samples. To the extent possible, the driver should not transport himself to the collection site, but should arrange for someone else to transport him. However, if local law enforcement officials are on the scene of the accident and request the driver to undergo urine, and/or breathe tests, the driver shall simply comply with those demands.
 - 2) In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the employer any information necessary to indicate the presence of any controlled substance or alcohol in his system.

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- 3) The supervisor or employer's designated representative will be responsible to see that the employee knows he/she must report to a collection site for testing as soon as possible but no later than eight (8) hours after the accident.

- f. Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal to sign the acknowledgment form or to submit to these tests shall be presumed as a positive test, subjecting the driver to removal from service, which is cause for a charge of insubordination and will result in disciplinary action, which could include discharge.

- g. The following table notes when a post-accident test is required to be conducted per 49 CFR 382 concerning commercial driver's license holders (CDL).

Type of Accident	Citation Issued	Test Must Be Administered
Human Fatality	Yes	Yes
	No	Yes
Bodily injury with immediate treatment away from the scene	Yes	Yes
	No	No
Disabling damage to any motor vehicle requiring tow	Yes	Yes
	No	No

49.07 Testing Procedures

The following test procedure shall apply to all urine tests administered to bargaining unit employees:

- a. Urine specimens shall be collected at the approved laboratory as stated below in section (e), or at an accredited medical facility when necessary after an accident.

- b. The employee shall not be observed when the urine specimen is given.

- c. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee.

- d. The testing shall be done by another approved laboratory.

- e. The employer shall choose the testing/collection facility to be utilized for toxicology testing on a yearly basis.

- f. The following standards shall be used to determine what levels of detected substances shall be considered positive. Note: - These are current levels subject to change by Federally Mandated Regulations. Current Federal Regulations shall

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be controlling in case of change or conflict:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	500 ng/ml Amphetamine	250 ng/ml GC-MS
Marijuana Metabolites	50 ng/ml Delte-THC	15 ng/ml GC-MS
Cocaine Metabolites	150 ng/ml Metabolites	100 ng/ml GC-MS
Opiates Morphine	2,000 ng/ml	2,000 ng/ml GC-MS
PCP	25 ng/ml PCP	25 ng/ml GC-MS
MDMA	500 ng/ml	250 ng/ml
Alcohol	.08 Breath .04 Breath – Employees with CDL .02 - .039 Breath - Employees with CDL will be removed from service for 24 hrs.	

- g. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non-required documentation regarding supervisors' observations and testing will be destroyed.
- h. At the time the urine specimen is collected two samples will be taken. One sample will be sent to the laboratory to be tested at the employer's expense. If the first sample tests positive then upon written request by the employee within twenty-four (24) hours, the second sample shall be tested separately at an approved laboratory chosen by the test facility. The cost of testing the second sample shall be borne by the employee or Union. All test results are to be reviewed by the MRO before being released.
- i. Breath alcohol testing for CDL operators, using the EBT device, with any result less than .02 alcohol concentration shall be considered a "negative" test. If any results test between .02 and .039, the operator shall be removed from his position for twenty-four (24) hours. During this time the employee shall be entitled to his call out pay or time worked, whichever is greater. A test result of .04 or greater shall be considered a "positive" test.

49.08 Test Results

- a. All test results shall be treated as confidential medical records.
- b. If the results of the tests administered by the employer on the sample shows that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, non-prescription narcotics, marijuana, medical marijuana, cocaine, PCP or non-prescribed amphetamines, appropriate disciplinary action may be administered after the following procedure has been followed.

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- c. The employee and the union shall be given copy of the laboratory report of the specimen sample before discipline is administered. The employee, within twenty-four (24) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. After considering the results of the second test the employer may discipline the employee who test positive for illegal use of any drug including alcohol. The employee may be offered a counseling and rehabilitation program. Employees who are suspended must show proof of ongoing cooperation with the recommendations of the SAP; failure to comply will result in termination.
- d. If an employee who has tested positive for drug or alcohol abuse under this Article is referred to an inpatient or outpatient treatment center, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the employer. Records regarding rehabilitation will be kept in confidential files separate from personnel files. Said employee shall not be permitted to return to work unless the prescribed treatment program has been successfully completed. Continued employment is dependent upon documentation of the employee's continued, successful participation in recommended after care programs.
- e. Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a urine sample prior to their return to work from a failed drug test or for refusing to submit to a test. The employee will be subject to unannounced testing that consists of at least six (6) tests in the first twelve months following the employee's return to duty. Based on the recommendation of the SAP, the employer may continue follow-up testing for an additional four (4) years. A second positive test will result in termination.
- f. If an employee is arrested or charged with any drug crime, the employee is to report it to his/her Department Head within twenty-four (24) hours of the arrest. The employee may be subject to disciplinary action, which could include discharge, if convicted and may be referred for rehabilitation.

49.09 Voluntary Assistance

- a. Employees may request, subject to approval, to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities. Rehabilitation leave is subject to reasonable limitation and the employer's insurance policy.
- b. The Article will be implemented in a consistent, non-discriminatory manner. Employees are aware of this policy by its inclusion in this Agreement. In addition, bargaining unit employees will be provided information concerning the impact of the use of drugs on job performance. All unit employees will be informed of the

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causes for testing, how well the tests perform and what tests will be conducted.

- c. The employer has established an Employee Assistance Program (EAP) for employees.
- d. All unit employees must sign an acknowledgment form indicating receipt of this policy. The Union agrees that the inclusion of this policy in this Agreement constitutes acknowledgement by all employees, current and future.

49.10 Supervisor Training

Supervisors shall be trained:

- a. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
- b. To effectively and appropriately intervene in reasonable suspicion instances.
- c. To identify basic categories of drugs and their effects.
- d. To understand the methods of the employer's drug and alcohol testing procedures.
- e. To effectively and appropriately document reasonable suspicion cases.
- f. To implement disciplinary measures appropriately.

49.11 Procedures for Testing Employees

- a. A supervisor who has reasonable suspicion that an employee is unfit for duty because he/she appears to have ingested, inhaled or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for or while on duty must:
 - 1) Prohibit the employee from working or continuing to work.
 - 2) Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the employer for testing. After testing, arrangement should be made for safe transportation of the employee.
 - 3) Prepare appropriate documentation and take appropriate disciplinary action, which could include discharge.
- b. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this Article. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit

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appropriate disciplinary action which could include discharge.

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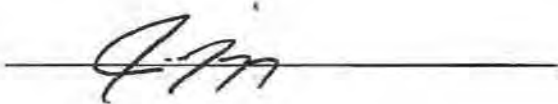
**ARTICLE 50
DURATION AND TERM OF AGREEMENT**

50.01 Duration This collective bargaining agreement shall be effective from January 1, 2017 and shall continue through December 31, 2019 unless either party gives written notice to the other party not less than ninety (90) days prior to the termination date of the desire to terminate, modify, or negotiate a successor collective bargaining agreement.

Signed at Ravenna, Ohio this 26th day of January, .2017

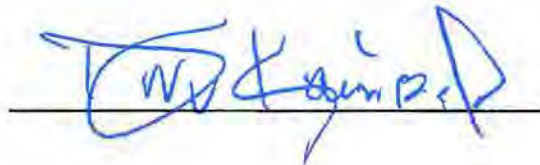
FOR LOCAL 3812, CITY OF RAVENNA



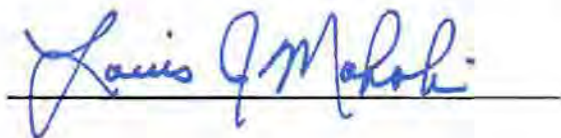


FOR THE CITY OF RAVENNA, OHIO





FOR OHIO COUNCIL 8, AFSCME, AFL-CIO



Ravenna City – AFSCME 2017 – 2019 Agreement Prepared 1-18-17

EXHIBIT “A”

APPLICATION FOR VACANCY

CITY OF RAVENNA

I wish to apply for the vacancy of _____.

My present classification is _____.

Applicant’s Signature

Date of Application

Received by: _____

Date Received by: _____

Copy to Employee: _____
Date

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EXHIBIT “B”

NOTICE OF BUMPING

To: Service Director/Office

City of Ravenna

NOTICE OF BUMPING

Employee Name: _____

Employee classification: _____

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

Employee signature

Date submitted

Received by

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EXHIBIT C

Vacant classifications in Bargaining Unit not intended to be used in the foreseeable future. Pay range assignments provided. (See Section 3.01 for Bargaining Unit.)

Water Meter Foreman	
Water Service Worker I	13
Water Service Worker II	14
Street Department Foreman	18
Utility Foreman	22
Service Worker I	13
Semi-skilled Laborers	12
Laborers	10
Fire Secretary	12
Service Department Clerk	12

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EXHIBIT D 2017-2019 AFSCME Pay Schedule

CITY OF RAVENNA - 2017 AFSCME PAY SCHEDULE

CONTRACT: 2017-2019

FOR PERIOD JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

4.00% INCREASE

Range		A	B	C	D	E	F
10	Annual	32,780.80	34,424.00	36,358.40	37,897.60	39,977.60	41,870.40
	Bi-Weekly	1,260.80	1,324.00	1,398.40	1,457.60	1,537.60	1,610.40
	Hourly	15.76	16.55	17.48	18.22	19.22	20.13
11	Annual	34,424.00	36,358.40	37,897.60	39,977.60	41,870.40	43,929.60
	Bi-Weekly	1,324.00	1,398.40	1,457.60	1,537.60	1,610.40	1,689.60
	Hourly	16.55	17.48	18.22	19.22	20.13	21.12
12	Annual	36,358.40	37,897.60	39,977.60	41,870.40	43,929.60	46,092.80
	Bi-Weekly	1,398.40	1,457.60	1,537.60	1,610.40	1,689.60	1,772.80
	Hourly	17.48	18.22	19.22	20.13	21.12	22.16
13	Annual	37,897.60	39,977.60	41,870.40	43,929.60	46,092.80	48,380.80
	Bi-Weekly	1,457.60	1,537.60	1,610.40	1,689.60	1,772.80	1,860.80
	Hourly	18.22	19.22	20.13	21.12	22.16	23.26
14	Annual	39,977.60	41,870.40	43,929.60	46,092.80	48,380.80	50,793.60
	Bi-Weekly	1,537.60	1,610.40	1,689.60	1,772.80	1,860.80	1,953.60
	Hourly	19.22	20.13	21.12	22.16	23.26	24.42
15	Annual	41,870.40	43,929.60	46,092.80	48,380.80	50,793.60	53,352.00
	Bi-Weekly	1,610.40	1,689.60	1,772.80	1,860.80	1,953.60	2,052.00
	Hourly	20.13	21.12	22.16	23.26	24.42	25.65
16	Annual	43,929.60	46,092.80	48,380.80	50,793.60	53,352.00	55,952.00
	Bi-Weekly	1,689.60	1,772.80	1,860.80	1,953.60	2,052.00	2,152.00
	Hourly	21.12	22.16	23.26	24.42	25.65	26.90
17	Annual	46,092.80	48,380.80	50,793.60	53,352.00	55,952.00	58,905.60
	Bi-Weekly	1,772.80	1,860.80	1,953.60	2,052.00	2,152.00	2,265.60
	Hourly	22.16	23.26	24.42	25.65	26.90	28.32
18	Annual	48,859.20	51,396.80	53,913.60	56,617.60	59,529.60	62,400.00
	Bi-Weekly	1,879.20	1,976.80	2,073.60	2,177.60	2,289.60	2,400.00
	Hourly	23.49	24.71	25.92	27.22	28.62	30.00
19	Annual	51,916.80	54,433.60	57,241.60	60,070.40	63,169.60	66,310.40
	Bi-Weekly	1,996.80	2,093.60	2,201.60	2,310.40	2,429.60	2,550.40
	Hourly	24.96	26.17	27.52	28.88	30.37	31.88
22	Annual	59,529.60	62,400.00	65,665.60	68,889.60	72,384.00	76,024.00
	Bi-Weekly	2,289.60	2,400.00	2,525.60	2,649.60	2,784.00	2,924.00
	Hourly	28.62	30.00	31.57	33.12	34.80	36.55

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EXHIBIT D

CITY OF RAVENNA - 2018 AFSCME PAY SCHEDULE

CONTRACT: 2017-2019

FOR PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

2.00% INCREASE

Range		A	B	C	D	E	F
10	Annual	33,446.40	35,110.40	37,086.40	38,646.40	40,768.00	42,702.40
	Bi-Weekly	1,286.40	1,350.40	1,426.40	1,486.40	1,568.00	1,642.40
	Hourly	16.08	16.88	17.83	18.58	19.60	20.53
11	Annual	35,110.40	37,086.40	38,646.40	40,768.00	42,702.40	44,803.20
	Bi-Weekly	1,350.40	1,426.40	1,486.40	1,568.00	1,642.40	1,723.20
	Hourly	16.88	17.83	18.58	19.60	20.53	21.54
12	Annual	37,086.40	38,646.40	40,768.00	42,702.40	44,803.20	47,008.00
	Bi-Weekly	1,426.40	1,486.40	1,568.00	1,642.40	1,723.20	1,808.00
	Hourly	17.83	18.58	19.60	20.53	21.54	22.60
13	Annual	38,646.40	40,768.00	42,702.40	44,803.20	47,008.00	49,358.40
	Bi-Weekly	1,486.40	1,568.00	1,642.40	1,723.20	1,808.00	1,898.40
	Hourly	18.58	19.60	20.53	21.54	22.60	23.73
14	Annual	40,768.00	42,702.40	44,803.20	47,008.00	49,358.40	51,812.80
	Bi-Weekly	1,568.00	1,642.40	1,723.20	1,808.00	1,898.40	1,992.80
	Hourly	19.60	20.53	21.54	22.60	23.73	24.91
15	Annual	42,702.40	44,803.20	47,008.00	49,358.40	51,812.80	54,412.80
	Bi-Weekly	1,642.40	1,723.20	1,808.00	1,898.40	1,992.80	2,092.80
	Hourly	20.53	21.54	22.60	23.73	24.91	26.16
16	Annual	44,803.20	47,008.00	49,358.40	51,812.80	54,412.80	57,075.20
	Bi-Weekly	1,723.20	1,808.00	1,898.40	1,992.80	2,092.80	2,195.20
	Hourly	21.54	22.60	23.73	24.91	26.16	27.44
17	Annual	47,008.00	49,358.40	51,812.80	54,412.80	57,075.20	60,091.20
	Bi-Weekly	1,808.00	1,898.40	1,992.80	2,092.80	2,195.20	2,311.20
	Hourly	22.60	23.73	24.91	26.16	27.44	28.89
18	Annual	49,836.80	52,416.00	54,995.20	57,740.80	60,715.20	63,648.00
	Bi-Weekly	1,916.80	2,016.00	2,115.20	2,220.80	2,335.20	2,448.00
	Hourly	23.96	25.20	26.44	27.76	29.19	30.60
19	Annual	52,956.80	55,515.20	58,385.60	61,276.80	64,438.40	67,641.60
	Bi-Weekly	2,036.80	2,135.20	2,245.60	2,366.80	2,478.40	2,601.60
	Hourly	25.46	26.69	28.07	29.46	30.98	32.52
22	Annual	60,715.20	63,648.00	66,976.00	70,262.40	73,840.00	77,542.40
	Bi-Weekly	2,335.20	2,448.00	2,576.00	2,702.40	2,840.00	2,982.40
	Hourly	29.19	30.60	32.20	33.78	35.50	37.28

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EXHIBIT D

CITY OF RAVENNA - 2019 AFSCME PAY SCHEDULE

CONTRACT: 2017-2019

FOR PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

0.00% INCREASE

Range		A	B	C	D	E	F
10	Annual	33,448.40	35,110.40	37,086.40	38,646.40	40,768.00	42,702.40
	Bi-Weekly	1,286.40	1,350.40	1,426.40	1,486.40	1,568.00	1,642.40
	Hourly	16.08	16.88	17.83	18.58	19.60	20.53
11	Annual	35,110.40	37,086.40	38,646.40	40,768.00	42,702.40	44,803.20
	Bi-Weekly	1,350.40	1,426.40	1,486.40	1,568.00	1,642.40	1,723.20
	Hourly	16.88	17.83	18.58	19.60	20.53	21.54
12	Annual	37,086.40	38,646.40	40,768.00	42,702.40	44,803.20	47,008.00
	Bi-Weekly	1,426.40	1,486.40	1,568.00	1,642.40	1,723.20	1,808.00
	Hourly	17.83	18.58	19.60	20.53	21.54	22.60
13	Annual	38,646.40	40,768.00	42,702.40	44,803.20	47,008.00	49,358.40
	Bi-Weekly	1,486.40	1,568.00	1,642.40	1,723.20	1,808.00	1,898.40
	Hourly	18.58	19.60	20.53	21.54	22.60	23.73
14	Annual	40,768.00	42,702.40	44,803.20	47,008.00	49,358.40	51,812.80
	Bi-Weekly	1,568.00	1,642.40	1,723.20	1,808.00	1,898.40	1,992.80
	Hourly	19.60	20.53	21.54	22.60	23.73	24.91
15	Annual	42,702.40	44,803.20	47,008.00	49,358.40	51,812.80	54,412.80
	Bi-Weekly	1,642.40	1,723.20	1,808.00	1,898.40	1,992.80	2,092.80
	Hourly	20.53	21.54	22.60	23.73	24.91	26.16
16	Annual	44,803.20	47,008.00	49,358.40	51,812.80	54,412.80	57,075.20
	Bi-Weekly	1,723.20	1,808.00	1,898.40	1,992.80	2,092.80	2,195.20
	Hourly	21.54	22.60	23.73	24.91	26.16	27.44
17	Annual	47,008.00	49,358.40	51,812.80	54,412.80	57,075.20	60,091.20
	Bi-Weekly	1,808.00	1,898.40	1,992.80	2,092.80	2,195.20	2,311.20
	Hourly	22.60	23.73	24.91	26.16	27.44	28.89
18	Annual	49,836.80	52,416.00	54,995.20	57,740.80	60,715.20	63,648.00
	Bi-Weekly	1,916.80	2,016.00	2,115.20	2,220.80	2,335.20	2,448.00
	Hourly	23.96	25.20	26.44	27.76	29.19	30.60
19	Annual	52,956.80	55,515.20	58,385.60	61,276.80	64,438.40	67,641.60
	Bi-Weekly	2,036.80	2,135.20	2,245.60	2,356.80	2,478.40	2,601.60
	Hourly	25.46	26.69	28.07	29.46	30.98	32.52
22	Annual	60,715.20	63,648.00	66,976.00	70,282.40	73,840.00	77,542.40
	Bi-Weekly	2,335.20	2,448.00	2,576.00	2,702.40	2,840.00	2,982.40
	Hourly	29.19	30.60	32.20	33.78	35.50	37.28