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AN AGREEMENT

Between

THE CITY OF BAY VILLAGE, OHIO

and

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

SERVICE

EFFECTIVE: January 1, 2022

EXPIRES: December 31, 2024

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Bay Village, Ohio, hereinafter referred to as the “Employer” and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and Local 3816, Service, hereinafter referred to as the “Union.”

ARTICLE II

PURPOSE AND INTENT

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

ARTICLE III

RECOGNITION

3.01 The Union is recognized as the sole and exclusive bargaining representative for the following job classifications for the purpose of establishing wages and terms and conditions of employment. The Union’s exclusive bargaining unit shall include all of the employees in the following job classifications and the City will not recognize any other union, organization or person as the representative for any employees within such classifications: all full time and regular part time employees occupying the classification of Specialist I, Specialist II, Leadman Mechanic, Leadman and Mechanic. The following job classifications are specifically excluded from the bargaining unit: all management level, professional, confidential and supervisory employees and members of the Police and Fire Departments as defined in the Act, and all clerical, casual and seasonal employees, including the Mayor and Service Director.

3.02 A joint petition to amend be filed with SERB to add all of the included bargaining unit classifications currently listed in the recognition article.

3.03 If subsequent changes occur in the operations of the Service Department creating the opportunity and need to establish a new job classification, the Employer shall establish and describe the content of the classification and it shall establish a pay structure for that classification and may implement the classification. The content of the classification and the pay structure shall then be reviewed with the Union. If the Union is not in agreement with the classification or rate of pay, it can file a grievance at Step 3 of the Grievance Procedure within thirty (30) calendar days following the termination of discussions. If the grievance is arbitrated, arbitrator’s award shall become final and binding and the rate of pay shall be retroactive to the date employee commenced position between the Union and the City in accordance with this Article. Any rate and classification

agreed to by the City and the Union shall become part of the bargaining unit wage schedule of this Contract.

ARTICLE IV

MANAGEMENT RIGHTS

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

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

ARTICLE V

NO-STRIKE/NO-LOCKOUT

5.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

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

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

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

ARTICLE VI **NON-DISCRIMINATION**

6.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability.

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

ARTICLE VII **DUES DEDUCTION**

7.01 During the term of this Agreement, the Employer shall make payroll deductions from the pay or wages of those employees who have submitted a signed check-off card. Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than (25) days before the end of any yearly period. Copies of employee's dues checkoff cards are available from the Union upon request.

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

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

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

7.05 The Employer shall provide to the Union on a quarterly basis a report listing all bargaining unit members' names.

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

7..07 The City will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees' Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

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

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

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

All PEOPLE contributions shall be made as a deduction separate from the dues.

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

ARTICLE VIII **UNION RIGHTS**

8.01 Effective January 1, 1995, the Union shall be allowed up to a maximum sixteen (16) hours of paid leave per year for the attendance by Union members at Union functions, subject to the approval of the Director.

8.02 The City shall provide the Union with one (1) bulletin board at the Service Department. Notices of postings shall not contain anything of local political or derogatory nature reflecting upon the Employer, any of its employees or officers or the Union. Copies of all material to be posted shall be provided to the Employer at the time of posting.

ARTICLE IX **UNION REPRESENTATION**

9.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards". Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work.

9.02 The City shall recognize two (2) Stewards in the Service Department.

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

9.04 In the event of the absence of the Steward, and the Alternate Steward, the President shall be called in his place. In the absence of the President, the Vice-President shall be called in as a representative. A Steward having an individual grievance in connection with his work may ask for the President to assist him in adjusting the grievance with his supervisor.

ARTICLE X **PROBATIONARY PERIOD**

10.01 All newly hired employees will be required to serve a probationary period of six (6) months. During said period, the Employer shall have the right to discipline or discharge such employees and any such action shall not be appeal able through the Disciplinary, Grievance or Arbitration Procedure herein contained or to any Civil Service Commission. Employees shall have no seniority during such probationary period. However, upon completion of the probationary period, seniority shall start from date of hire.

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

10.03 All promoted employees will be required to serve a probationary period of ninety (90) working days in the new position. During said period, the Employer shall have the right to demote, to his previously held grade, such employee and any such action shall not be appeal able through the disciplinary, grievance or arbitration procedures herein contained or to any Civil Service Commission.

10.04 Extended absences of ten (10) or more consecutive working days shall not count toward the employee's probationary period.

ARTICLE XI **SICK LEAVE**

11.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) illness, injury or death in the employee's immediate family.

11.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours of compensated employment and may accumulate such sick leave to an unlimited amount.

11.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefor at least fifteen (15) minutes before the start of his work shift each day he is to be absent.

11.04 Sick leave may be used in segments of not less than one (1) hour.

11.05 Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than two (2) work days must supply a physician's report to be eligible for paid sick leave, if requested by the Employer.

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

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

11.08 The Department Head may require an employee who has been absent due to personal illness or injury, for more than ten (10) days, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

11.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, stepchildren and parents.

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

11.11 Upon the resignation, retirement or death of an employee who has not less than twenty (20) years of continuous employment with the Employer and who has qualified for retirement benefits from a state pension fund such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed a cash payment greater than one-half (1/2) the employee's annual base salary. Employees who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

11.12 Upon the resignation, retirement or death of an employee who has not less than fifteen (15) years of continuous employment with the Employer and who has qualified for retirement benefits from a state pension fund such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by forty percent (40%) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director,

providing that such resulting number of hours to be paid shall not exceed a cash payment greater than one-half (1/2) the employee's annual base salary. Employees who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

11.13 Upon the resignation, retirement or death of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a state pension fund such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by twenty-five percent (25%) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed a cash payment greater than one-half (1/2) the employee's annual base salary. Employees who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

11.14 An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

11.15 Employees who have been laid-off for more than one (1) year shall receive a sick leave payment pursuant to either .12, .13 or .14, as appropriate.

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

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

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

ARTICLE XII

SICK LEAVE WITHOUT PAY

12.01 An employee may be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury or a family illness supported by medical evidence, upon proper application and approval by the Employer. In the case of an application for sick leave without pay for the reason of family illness, evidence may be submitted indicating the employee's presence is essential. The validity of all medical evidence is subject to review by a City physician.

12.02 Employees on approved sick leave without pay shall not receive any medical or other fringe benefits.

12.03 Employees on approved leave under this provision may voluntarily elect to maintain health, vision, dental and/or life insurance coverage at the employee's expense at the Employer's group rate, provided Employer's plan permits.

12.04 An employee may request a twelve (12) week unpaid leave pursuant to the Family Medical Leave Act. During this leave, the employee shall receive fully paid insurance pursuant to Article 29 of this Agreement.

ARTICLE XIII **VACATIONS**

13.01 Each full-time employee shall earn and be entitled, to paid vacation in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Days</u>
After one (1) year	Ten (10)
After five (5) years	Fifteen (15)
After eleven (11) years	Twenty (20)
After eighteen (18) years	Twenty-Five (25)
After twenty-five (25) years	Thirty (30)

13.02 No more than eight (8) full-time bargaining unit employees shall be scheduled for vacation on the same day during the period of Thanksgiving Day through the end of March. No more than ten (10) full-time bargaining unit employees shall be scheduled for vacation on the same day during the period of the first full week in April through October 31. No more than three (3) full-time bargaining unit employees shall be scheduled for vacation on the same day during the period of November 1 through the day before Thanksgiving Day in the same period. Vacation time shall be taken at a time approved by the Employer or his designate, after January 1 of each year.

Employees may use their seniority to select their vacation time if such time is requested before March 1. Vacation time submitted in week-long segments will take priority over vacation time submitted in half (1/2) day segments, before March 1.

13.03 Any employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

13.04 Up to one week of vacation time may be carried over from one year to the next year. Any additional vacation time that is unused within the year granted shall be deemed forfeited, unless unreasonably denied by the Department Head and Mayor.

13.05 If any employee(s) entitled to vacation time is deceased before any part of that vacation time is used, their heirs or estates will receive the vacation pay the deceased employee would have received.

13.06 Annual vacation leave shall be granted to all qualified employees in accordance with this Article. Annual vacation leave shall accumulate for each employee on a monthly, pro rata basis,

starting from the first of the month following the date of employment and may be taken after January 1 of the next calendar year, as may be approved by the employee's supervisor.

13.07 Vacation time may be taken in half (1/2) day segments upon a twenty-four (24) hour advance notice by the employee and the approval of the employee's supervisor. Vacation time may be taken in one (1) day segments with less than a twenty-four (24) hour advance notice in emergency situations, at the employee's supervisor's discretion.

A maximum of two (2) days of an employee's vacation time may be used by the employee as "Personal Absence Days." An employee using a Personal Absence Day shall notify the Employer of such absence at least fifteen (15) minutes before the start of his work shift. Personal Absence Days will be charged against an employee's vacation time. Personal Absence Days shall not be counted against the maximum number of employees off under Section 13.02. An employee may not use "Personal Absence Days" consecutively. "Personal Absence Days" are subject to Section 14.04.

13.08

Any employee who resigns, is terminated, retires or is separated from Employment by the Employer because of a reduction in force will receive pay for their unused and accrued vacation time. In the case of resignation, the employee shall give two (2) weeks' notice in writing to the Department Head to be eligible for such payment.

13.09 Any employee who retires after fifteen years or more of service with the City shall receive a pro-rated vacation allowance earned for the calendar year in which the separation date occurs.

13.10 The City will buy back vacation time in excess of three (3) weeks (in one-week increments) of the current year's vacation time at the option of the employee. Any employee willing to sell back any portion in excess of three (3) weeks must notify the department head by December 1 of the current year how many weeks the individual is cashing in. The vacation buyback will be paid in a separate check in the first pay in December.

ARTICLE XIV

HOLIDAYS

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

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Memorial Day
Independence Day	Thanksgiving Day
Christmas Day	Day After Thanksgiving
Employees Birthday	Juneteenth

14.02 The employee may utilize his birthday holiday anytime during the calendar year upon the advance approval of the Department Head.

14.03 In the event that any of the aforesaid holidays shall fall on a Saturday or Sunday, when such holiday is not being observed on the preceding Friday or succeeding Monday, such officer or employee shall receive comparable time off with pay on the date designated by the Mayor or the department or division head. Full-time employees in the Service Department who work on a designated holiday shall receive one and one-half times (1 ½) the employee's regular rate of pay, and compensation shall be in addition to the regular holiday pay for the day involved except as provided below. Such employees shall receive two times (2x) their regular rate of pay in addition to holiday pay for all emergency call-ins midnight to midnight on Good Friday, Easter, Memorial Day, July 4th, Thanksgiving, Christmas Day (December 25th), and New Year's Day. In the event that an employee is needed to work scheduled overtime on Veteran's day forty-eight (48) hours' notice is required.

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

ARTICLE XV **JURY DUTY LEAVE**

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

ARTICLE XVI **BEREAVEMENT LEAVE**

16.01

An employee shall be granted a three-day leave of absence, with pay, for the death of an immediate family member. For the purposes of this Article, "immediate family" includes: employee's spouse, children, step-children, parents, step-parents, parents-in-law, siblings, siblings-in-law, grandparents, grandchildren and/or other relative living in the employee's household. Employees will be permitted with proper authorization to take additional days off for bereavement leave at the Employer's discretion, which shall be charge against any accumulated leave. The employee shall be granted the day of the funeral or memorial services, if scheduled to work, in the event of the death of the employee's aunt and uncle, and spouse's grandparents, grandchildren, aunt and uncle.

ARTICLE XVII **INJURY LEAVE**

17.01 When an employee is injured in the line of duty, while actually working for the Employer, necessitating his absence from work he shall be eligible for a paid leave from the date of injury not to exceed ninety (90) calendar days, providing he files for Workers Compensation and his injury is approved by the Ohio Bureau of Workers' Compensation. Should a claim be disallowed by the Ohio Bureau of Worker's Compensation for an injury, any payment made by the City prior to such determination by the Ohio Bureau of Workers' Compensation shall be deducted from the employee's leave credits commencing with sick leave first He must also agree to assign the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

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

17.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

17.04 Nothing in this article will prohibit the employer, at its discretion, from assigning transitional duties to an employee currently on an approved injury leave, provided those duties are such that the employee can perform in light of the employee's injury. As approved by a physician, the employee will first be offered light duty on his or her regularly scheduled shift. If an employee is offered transitional duty and declines, the employee will forfeit receiving any further compensation from the City while on injury leave.

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

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

17.07 Once an employee receives a doctor's approved return to work, no paid injury leave will be permitted for further time off unless the employee re-injures themselves pursuant to Article 17.01.

17.08 An employee shall not engage in employment with an employer other than the City while on paid injury leave, unless said employment is approved by the Employer. The Employer shall not unreasonably withhold approval for outside employment. Engaging in unapproved outside employment while on paid injury leave from the City may result in discipline.

ARTICLE XVIII

VACANCIES

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

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

18.03 All applications filed in a timely manner will be reviewed by the City. The job will be awarded within thirty (30) days after the date the bidding period ends as specified in the job posting. All applicants who meet the minimum job requirement will be interviewed. The vacancy will be awarded to the applicant who is most qualified based upon qualifications and seniority. If there is no qualified person within the bargaining unit, the Employer may fill the vacancy by hiring a qualified person outside the bargaining unit. If qualifications of two or more applicants are equal, seniority shall govern.

18.04 An employee selected shall be considered to have qualified for a promotion when he completes a probationary period of ninety (90) working days.

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

18.06 Extended absences of ten (10) consecutive working days or more shall not be counted for purposes of computing probationary periods.

ARTICLE XIX **SENIORITY**

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

19.02 Seniority shall be broken when an employee:

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

19.03 The City shall provide the Union with a current seniority list on an annual basis upon request from the Union. The seniority list shall be made by classification and shall contain a listing

of the date of hire, the name, address, telephone number, employer ID, pay rate, and designation as to full-time or part-time status for each employee. The City shall provide the Local Union President with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

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

ARTICLE XX **LAY-OFF AND RECALL**

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

- (a) Students.
- (b) Part-time and seasonal employees.
- (c) Regular full-time employees who have not completed their probationary period.
- (d) Regular full-time employees.

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

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

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

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

ARTICLE XXI **HOURS OF WORK**

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

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

21.03 Employees shall be permitted two (2) fifteen minute periods on each shift each' workday. The rest periods to the extent practicable, will be scheduled during the middle two hours of each half shift, but they may not be scheduled immediately before or after the meal period or, at the start or end of a shift except for other mutually agreed upon schedule& Rest periods must be taken at the work site.

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

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

21.06 Prior to implementation of shifts by the City, the City will submit said issue to the Labor Management Committee for discussion; however, implementation of shifts is the sole decision of the City.

ARTICLE XXII **OVERTIME**

22.01 All employees, for work actually performed in excess of forty (40) hours per week, when approved of by the Employer, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. Employees shall be able to accrue compensatory time up to eighty (80) hours in lieu of cash overtime payments. In the event an employee works overtime when his "comp time" bank is at eighty hours, he shall be paid cash for such overtime. Holidays, vacations, approved sick time and compensatory time shall be considered as "time actually worked" in overtime computation.

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

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

- (a) The accrual and use of "comp time" shall be recorded within the Finance Department, and be the responsibility of the Finance Director.
- (b) Deposit of overtime hours into the "comp time" bank shall be requested in writing to the Supervisor immediately following the completion of the overtime hours worked.
- (c) Once overtime hours are deposited into the "comp time" bank, they can only be withdrawn as time off from work.
- (d) "Comp time" hours cannot be withdrawn in the form of cash, except that if an employee leaves employment, they shall receive pay for all unused compensatory hours.
- (e) Up to one hundred (100) "comp time" hours may be carried over from year-to-year.
- (f) "Comp time" may be taken in one (1) hour increments upon a twenty-four (24) hour written notice by the employee, and the approval of the employee's supervisor.
- (g) For clarification purposes, when scheduling "comp time," the following procedure will be utilized:

"Comp time" shall be taken at a time approved by the Department Director or his designee.

Between January 1 and March 1, vacation time requests take priority over comp time requests. Employees may use their seniority to select their comp time if such time is requested before March 1. All comp time requests after March 1 will be handled on a first-come, first-served basis in accordance with the maximum time-off policy described in Article 13.01 of the Contract.

ARTICLE XXIII

OVERTIME ASSIGNMENT AND EQUALIZATION

23.01 The City shall be sole judge of the necessity for overtime. The parties agree that the Employer will attempt to equalize overtime hours for bargaining unit employees, Leadman Mechanic, Leadman, Mechanic, Specialist I and. Specialist II employees alike, and within each Department in a fair and equitable manner, providing that such attempts do not impair the orderly and efficient operation of the affected Department. The parties further agree that the Employer may assign a specific employee in situations which are emergency (not regular and non-reoccurring situations) in nature or which an employee has specific knowledge or ability, however, if more than one employee has such specific knowledge or ability, such opportunities shall be rotated as equitably as possible.

23.02 Overtime shall be assigned within each affected Department. All overtime will initially be offered by and within each Department in order of seniority. Employees who do not want to be called for overtime shall so notify the Employer. Once every employee has been offered a due overtime opportunity, future overtime opportunities shall be offered to employees in order of those having the fewest number of overtime hours worked. Service Department employees shall be eligible for any scheduled overtime required that is associated with the maintenance of Parks. Employees shall not be credited for overtime usage for a first unavailable call on an annual basis, however, employees shall be credited the average number of overtime hours actually worked for that opportunity after the first unavailable call.

23.03 Effective April 1st of each year the overtime hours worked by each employee shall be returned to zero and computation shall commence anew.

23.04 New employees or employees with extended illnesses of thirty days or more, under this provision, shall be credited with an average of the overtime hours actually worked by employees in the same classification.

23.05 Overtime total within classification within each Department shall not vary more than ten (10) hours between employees each year. Year, for equalization purposes, will be April 1 to March 31. In the event that overtime hours between employees vary more than ten hours then such hours shall be made available at a reasonable time after the Union notifies the Employer of the discrepancy. The parties agree that in the event of a problem in the administration of this provision, such concerns shall be referred to the Labor Management Committee. The Union may also process such concerns through, the Grievance Procedure. The sole remedy under this provision, however, shall be that employees be given the next available overtime opportunity as an adjustment.

23.06 The parties agree to discuss specialized overtime work assignments with the Labor Management Committee.

ARTICLE XXIV

MILITARY LEAVE

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

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

ARTICLE XXV

UNIFORMS

25.01 The Employer shall allocate for each employee a work gear allowance based on the schedule in Article 25.03.

Each employee shall receive a work gear allowance based on the schedule in Article 25.03, which is to be paid in a one-time payment in the first pay period in January. Any new hires shall receive a pro-rated amount in their first paycheck based upon their hire date.

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

25.03 Schedule of work gear allowance is as follows:

2022	\$950.00
2023	\$950.00
2024	\$950.00

ARTICLE XXVI

TOOLS AND EQUIPMENT

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

ARTICLE XXVII

LONGEVITY

27.01 All full-time employees shall receive longevity payments after five (5) years of continuous full-time employment of one hundred dollars (\$100.00) per year for each year of service up to a maximum of three thousand dollars (\$3,000.00) per year. For new hires after January 1, 2016 the following amendment shall apply: full-time employees shall receive longevity payments after five (5) years of continuous full-time employment in the following table:

5-9 years	\$500 each year
10-14 years	\$1,000 each year
15-19 years	\$1,500 each year
20-24 years	\$2,000 each year
25 years and above	\$2,500 each year

27.02 Continuous employment shall begin on the date of the employee's last date of hire and shall be completed by November 15th of each year.

27.03 Retirees or employees who voluntarily terminate their employment in good standing shall be paid a pro-rated amount at time of retirement/termination.

27.04 Payments will be included in the first regular payroll in December of each year.

ARTICLE XXVIII **RATES OF PAY**

28.01 Effective the first pay in January 2022, for all classifications, the following rate schedule shall be implemented which reflects a \$800.00 equity adjustment and a 3.0% increase effective for the first pay in January 2022, a 3.0% increase effective the first pay in January 2023, and a 3.0% increase effective the first pay in January 2024:

Classifications	2022	2023	2024
Leadman Mechanic	31.86	32.82	33.80
Leadman	31.86	32.82	33.80
Mechanic	29.25	30.12	31.02
Specialist I	28.69	29.55	30.44
Specialist I 2nd Year	27.39	28.21	29.06
Specialist I 1st Year	26.14	26.92	27.73
Specialist II	24.96	25.71	26.48

28.02 A \$20.00 per day premium shall be paid for Leadman “On call.”

28.03 New employees hired in as Service Department Specialist shall be hired in as a Specialist II. After one (1) year of service as a Specialist II, he shall be moved to Specialist I first year.

28.04 Rates of pay for Specialist I employees completing one, two and three years of service will be calculated utilizing the employee date-of-hire (anniversary date). Employees must complete a full year of service before implementing the wage rate effective for that contract year.

28.05 All current Specialist II employees hired in 2006 will be paid the wage rate effective for a Specialist II in 2007 until they reach their date-of-hire (anniversary date), which upon that date they will be paid the wage rate effective for Specialist I.

28.06 Job Descriptions:

Leadman Mechanic – An individual who while performing the operations of a mechanic of the Service Department displays the abilities to be a “leadman” in that area, on a crew, or during a shift. While having the knowledge and ability to provide the necessary maintenance and repair to vehicles and equipment operated by the City, the lead mechanic

may also be requested to obtain additional knowledge and certifications at the City's expense to continue their knowledge and abilities with improved technology.

Qualifications – C.D.L. Minimum of five (5) years of experience as a classified Mechanic in the Bay Village Service Department. (If no qualified applicant exists, the five (5) years of experience may be waived for any classified mechanic within the Service Department).

Leadman – An individual who while performing the operations of the Service Department, displays the abilities to be a "lead man" on a crew or during a shift. He shall possess the skills to troubleshoot and make decisions in key situations. A leadman may be asked to take "the call" at times which will provide the necessary experience for supervision.

Qualifications – C.D.L. Minimum of five (5) years of experience in the Service Department.

Specialist I – An individual who develops an overall ability and knowledge to perform the operations of the Service Department. A Specialist I may be asked to act as a "leadman" in various situations which shall provide the necessary experience to become eligible for the leadman classification.

Qualifications – C.D.L. Minimum, of one (1) year of experience as a Specialist II.

28.07 All compensation provisions, including regular pay or pay supplements, uniform allowances and longevity shall be paid within the regular payroll period.

ARTICLE XXIX **INSURANCE**

29.01 All full-time employees may receive hospitalization insurance coverage from the City of Bay Village in its Self-Funded Plan. Effective March 1, 2019, employees shall contribute 14% of the monthly health insurance premium for either the single or family plan. Effective January 1, 2021, employees shall pay 15% of the health insurance premium for either the single or family plan. All employee percentage contributions shall be on a pre-tax basis. Employees shall pay \$30 in co-pays for specialists and \$150 for emergency room co-pays for non-emergency services which is waived if the patient is admitted. Beginning January 1, 2023, employees shall pay \$150 for emergency services, and \$250 for emergency room co-pays for non-emergency services, which is waived if the patient is admitted. The Employer reserves the right to change insurers, at its renewal, providing the schedule of benefits is comparable or better to the existing coverage. "Comparable," in this sense, shall mean equivalent to or better than the existing benefit levels. However, the plan document for any medical provider shall be the controlling determination for benefits under the hospital insurance for the employees. (Hospitals and providers are not guaranteed to be maintained with or without a change in insurers.) The City will make available to employees Section 125 Health Savings Plan.

Prescription Coverage: Effective March 1, 2013, individuals shall be responsible for a \$10 co-pay for generic prescriptions, a \$30 co-pay for formulary prescriptions, a \$50 co-pay for name brand prescriptions. In addition, members shall have prescription drug coverage through the City's prescription plan. Members will pay a 30% co-pay on all specialty drugs, subject to available manufacturer discounts. If a generic is not available the individual is responsible for the appropriate co-pay. An individual will pay an appropriate amount when their doctor has indicated DAW (dispense as written) on the prescription. DAW shall be the doctor's insistence and not as the result of the patient requesting DAW. If a generic is available and the patient has requested through the doctor DAW, the patient is responsible for the appropriate amount PLUS the difference in price between the name brand and the generic. Maintenance prescriptions are available through mail order only at two times co-pay for a ninety (90) day supply. Specialty tier prescriptions are limited to a 30-day supply. Covered individuals shall be subject to the prescription plan selected by the City effective January 1, 2019.

29.02 In lieu of employer provided coverage an opt-out provision is offered as long as proof of coverage from other source is provided to the City, this opt-out amount will be \$100 per month single coverage or \$250 per month for family coverage.

29.03 All employees shall receive fifty thousand dollars (\$50,000.00) in life insurance, paid for by the Employer. However, once obtaining the age of sixty-five (65) said life insurance will be reduced to thirty-five thousand dollars (\$35,000.00).

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

Covered individuals shall be subject to the hospitalization plan with office visit co-pays and benefit levels contained in the hospitalization plan selected by the City effective January 1, 2019, a summary of which is attached.

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

<u>Component</u>	<u>Cost</u>
Dental (Level 3)	\$56.00 per month
Hearing Aid	\$0.50 per month
Vision (Level 2)	<u>\$12.00 per month</u>

Total: \$68.50 per month

29.06 The Employer and the Union will establish, as soon as is possible following ratification of a new CBA, a Joint Health Care Cost Containment Committee who will explore and make recommendations on premium costs, health plans, deductibles, out-of-pocket expenses, and co-pays for in-network and out-of-network plans, reinstating or modifying any existing or prior wellness programs in an effort to minimize the cost of health care coverage for both the Employer and the employees under provisions established and when implemented by the Affordable Care Act. Each Union may have one representative on the Health Care Committee.

29.07 Employees and/or family members on the City's insurance plan who are regular tobacco users shall pay a \$50 per month total family surcharge beginning in 2019. Employees will be surveyed annually about his/her/family tobacco usage. Falsification will be grounds for discipline. For the purposes of this article, "tobacco products" include cigarettes, cigars, pipe tobacco, e-cigarettes, chewing tobacco, snuff and any other tobacco product. "Regular use" means any tobacco use except for religious or de minimis celebratory use, and excludes the use of smoking or tobacco cessation products used under the guidance of a health professional.

29.08 Working spouses of City employees who are eligible for health insurance coverage through their employer's plan shall pay a \$75 per month surcharge in 2020 and a \$100 per month surcharge each month in 2021 in order to participate in the City's health insurance plan, including medical, hospitalization, dental, vision and prescription coverage. The City may require that employees submit signed affidavits certifying their spouse is not eligible for other employer-sponsored health insurance coverage before the spousal surcharge is waived.

ARTICLE XXX **PENSIONS**

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

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

ARTICLE XXXI **DISCIPLINARY PROCEDURE**

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

31.02 All employees shall have the following rights:

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

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

31.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

31.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

31.06 Discipline shall not be implemented without just cause, nor shall discipline be implemented without due process as is provided herein. Discipline may be imposed while a grievance is pending on either the issue of just cause or due process, or both.

31.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. The employee has a right to object by filing a grievance within five (5) days of receipt of the Notice of Discipline (days shall be defined for the purposes of this Article the same way as in Section 32.02;
2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step; and
3. The employee is entitled to Union representation at every step of the proceeding.

31.08 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before

meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.

- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

31.09 Unless otherwise mutually agreed in writing by the parties to extend time lines, a failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

31.10 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

31.11 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE XXXII **GRIEVANCE PROCEDURE**

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

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

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

- (c) Party in Interest – A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- (d) Days – A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

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

- (a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party, if possible.
- (b) Except at Step I, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- (c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- (d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and Employer and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer or the Union in future proceedings.
- (e) The aggrieved party may request a Union representative to represent him at any step of the Grievance Procedure after Step I.
- (f) This Grievance Procedure shall be the sole and exclusive procedure for the interpretation of and enforcement of this Agreement.
- (g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.

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

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

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his Union representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee and after providing 24 hour notice of the scheduled meeting to the employee. The supervisor and the employee, along with the employee's representative will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall give his answer within five (5) days of the meeting.

Step 2:

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

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within ten (10) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his Union representative, an Ohio Council 8 representative and any other party necessary to provide the required information for the rendering of a proper decision. The Union shall have the right to modify a pending grievance at this step in order to clarify procedural matters provided, however that the basic issue raised by the grievance may not be changed. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one within fifteen (15) days from the date of the meeting.

If the grievance is not satisfactorily settled in Step 3, the grievance shall be submitted to Ohio Council 8. Ohio Council 8 will then review the merits of the grievance and decide, not later than thirty (30) calendar days after the Step 3 answer was issued, whether or not to recommend further appeal. Should Ohio Council 8 decide not to pursue the grievance further, the grievant(s)

shall be so informed and the grievance shall be withdrawn. Should Ohio Council 8 decide to process the grievance further, the Union may proceed to arbitration within thirty (30) days after the Step 3 answer is issued, pursuant to the Arbitration Procedure herein contained.

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

Step 4:

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

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

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

ARTICLE XXXIII

ARBITRATION PROCEDURE

33.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employers, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, Ohio Council 8 may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternatively until one name remains who shall be designated the arbitrator to hear the grievance in question.

33.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any

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

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

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

33.05 The fees and expenses of the arbitrator and the cost of the hearing mom, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

33.06 The arbitrator's decision and award shall be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

33.07

The arbitrator shall be selected from a list of seven (7) arbitrators, which the Union shall request from the Federal Mediation and Conciliation Service. Within ten (10) days following receipt of this list, the parties shall meet for the purpose of naming the arbitrator either by mutual agreement or by a striking process, whereby each shall alternately strike a name from the list until a final name remains who shall be the arbitrator. The person striking first shall be determined by the single toss of a coin.

ARTICLE XXXIV

COMMERCIAL DRIVER'S LICENSE

34.01 In the event of a renewal, the Employer shall pay the difference between the cost of a CDL and a regular operator's license.

34.02 All employees must have and maintain a valid C.D.L. In the event that an employee loses his C.D.L., the employer shall place the employee into another available job that he is capable of performing, if another job is available.

34.03 If no alternative job is available, the employee shall be laid off with no bumping rights for a period of six (6) months in order for the employee to obtain a valid CDL Upon obtaining the CDL, the employee shall be returned to his previous job. In the event the employee does not obtain his CDL within six (6) months of the layoff, he shall be automatically discharged with no appeal through the grievance or arbitration procedure.

34.04 Employees required to take the driving portion of the CDL examination may be permitted to use a City vehicle for that examination, at the Department Head's discretion.

ARTICLE XXXV

PERSONNEL RECORDS

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

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

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

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

ARTICLE XXXVI

LABOR MANAGEMENT COMMITTEE

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

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

36.03 The composition of this committee shall be up to three (3) members of the bargaining units of the Union and up to three (3) members of management. This committee shall meet as frequently as each party feels necessary but not less than twice yearly and discuss any issues which either party wishes to raise relating to the Division provided that no agreement may be reached on any matter that would alter in any way the terms of this Agreement.

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

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

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

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

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

ARTICLE XXXVII **GENDER AND PLURAL**

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

ARTICLE XXXVIII **HEADINGS**

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

ARTICLE XXXIX **WORKPLACE TRAINING**

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

ARTICLE XL **OBLIGATION TO NEGOTIATE**

40.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

ARTICLE XLI **TOTAL AGREEMENT**

41.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE XLII

DURATION

42.01 This Agreement shall become effective January 1, 2022 and shall continue in full force and effect, along with any amendments made and annexed, hereto, until midnight, December 31, 2024.

ARTICLE XLIII

LEGALITY

43.01 It is the intent of the Employer and the Union that this Agreement comply in every respect with the applicable State and Federal Laws and, if it is determined by a court of competent jurisdiction that any provision that this Agreement is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining provisions which shall remain in full force and effect. In the event any provision is determined unlawful, the parties agree to reopen the contract regarding that provision and the parties shall meet within thirty (30) calendar days for the purpose of negotiating an alternative provision.

ARTICLE XLIV

DRUG-FREE WORKPLACE

44.01 All employees shall agree to a drug-free workplace program as defined by the State of Ohio Bureau of Workers' Compensation and in accordance with the Ohio Bureau of Workers' Compensation Drug-Free Safety Program-Advanced Level.


ARTICLE XLV


EXECUTION

45.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 5th day of January, 2022.

FOR THE UNION
AFSCME Ohio Council 8, Local 3816

FOR THE EMPLOYER
City of Bay Village, Ohio





K- [Signature]



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BAY VILLAGE

AND

AFSCME OHIO COUNCIL 8 & LOCAL 3816 (SERVICE UNIT)

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

FOR THE UNION
AFSCME Ohio Council 8, Local 3816



FOR THE EMPLOYER
City of Bay Village, Ohio



K- [unclear]

SIDE LETTER
BETWEEN
THE CITY OF BAY VILLAGE
AND
AFSCME OHIO COUNCIL 8 & LOCAL 3816 (SERVICE UNIT)

Side Letter A: Mechanic Job Description and Specialist II Job Descriptions

The parties have agreed to remove the Mechanic Job Description and the Specialist II job description from Section 28.06 and agree that the Employer may create the job descriptions for the Mechanic and Specialist II outside of the collectively bargained agreement between the parties. The Employer must provide notice to the Union of the Mechanic and Specialist II job descriptions and any changes made thereto.

FOR THE UNION
AFSCME Ohio Council 8, Local 3816


H-Regg

FOR THE EMPLOYER
City of Bay Village, Ohio



SIDE LETTER

BETWEEN

THE CITY OF BAY VILLAGE

AND

AFSCME OHIO COUNCIL 8 & LOCAL 3816 (SERVICE UNIT)

Side Letter B: Wellness Program

As of 2019, the City of Bay Village offers a voluntary wellness program (the “Wellness Program”) in which all employees may elect to participate. The Employer commits that the wellness incentive for a participating employee and his/her participating spouse shall be no lower than sixty dollars (\$60) per month except that in 2022, it shall be no lower than fifty dollars (\$50) per month.

The parties agree and understand the Wellness Program is not a term or condition of employment for any employee of the City of Bay Village. The Parties further agree and understand that the Wellness Program is not part of the collectively bargained agreement between the parties and is not subject to grievance by the Union.


The Employer may terminate the Wellness Program or adjust the above-referenced incentive amounts during the term of the 2022-2024 collectively bargained agreement with the Union if doing so is required by law. The Employer shall not be required to maintain the Wellness Program or any particular monthly incentive amounts beyond 2024.


FOR THE UNION
AFSCME Ohio Council 8, Local 3816



FOR THE EMPLOYER
City of Bay Village, Ohio







SIDE LETTER

BETWEEN

THE CITY OF BAY VILLAGE

AND

AFSCME OHIO COUNCIL 8 & LOCAL 3816 (SERVICE UNIT)

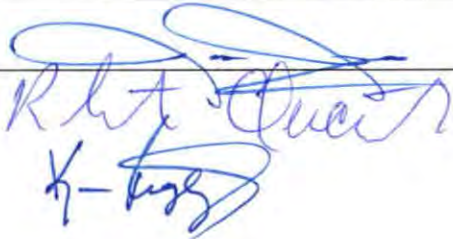
Side Letter C

The parties agree to meet within ninety (90) work days of ratification of the contract to discuss: (1) overtime policy; (2) time clocks; and (3) filling of vacancies or potential vacancies.

FOR THE UNION
AFSCME Ohio Council 8, Local 3816



FOR THE EMPLOYER
City of Bay Village, Ohio




LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF BAY VILLAGE
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO AND LOCAL 3816

The parties agree that the changes in the prescription drug co-pay set forth in Article 30, Section 30.01 of both the Administrative Unit and Service Unit of the 2022-2024 contracts shall become effective July 1, 2022 and that until then, the prescription drug coverage as set forth in the 2019-2021 contract shall apply.

FOR THE UNION
AFSCME Ohio Council 8, Local 3816

FOR THE EMPLOYER
City of Bay Village, Ohio



Mark A. Quarick
K. Fugley

