

WOC GRIEVANCE SETTLEMENT AGREEMENT
(OCSEA)

This Agreement made _____, by and between the

(), the Ohio Civil Service Employees Association,
Local 11, AFSCME (OCSEA), and _____ (Employee), parties hereto.

Whereas, there is now pending, a grievance filed by the above named employee and
OCSEA against the () pursuant to the Collective Bargaining Agreement, identified as
grievance number _____ based on the following allegations:

Violation of Section(s): Article 19

WHEREAS, the () denies any liability in connection with the alleged claim;

WHEREAS, all parties hereto wish to reach a full and final settlement of all matters and
causes of action arising out of the claim set forth above;

Now therefore, all parties hereto, in consideration of their mutual covenants and
agreements to be performed, as hereinafter set forth, agree as follows:

1. **[Employee's Name]** will be reclassified from **[Current Class Title (Current Class Number)]**, **[Current Pay Range ##]**, **[Current Step #]**, at **[Current \$XX.XX/hr]**, to **[Proposed Class Title (Proposed Class Number)]**, **[Proposed Pay Range ##]**, **[Proposed Step #]**, at **[Proposed \$XX.XX/hr]**.
2. The grievant will receive back pay in the amount of the difference between the two classifications for hours worked from four days prior to the date of the grievance until the effective of this agreement.
3. This reclassification will be effective the beginning of the pay period following the date the Office of Collective Bargaining designee signs this Agreement.
4. This action does not constitute the creation or filling of a vacancy in accordance with Article 17.

OCSEA agrees to waive any and all rights it may currently or subsequently possess to obtain any reparation, restitution or redress for its members as a result of the events which formed the basis of the aforementioned grievance, including the right to have the grievance resolved through arbitration, or through resort to administrative appeal or through the institution of legal action.

OCSEA agrees to withdraw the aforementioned grievance and to waive its right to pursue any and all claims that may arise as a result of the implementation of the terms of the Agreement.

All parties to this Agreement hereby acknowledge and agree that this Agreement is in no way precedent setting. This Agreement shall not be introduced, referred to, or in any other way utilized in any subsequent arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms.

() Date

ODAS, Office of Collective Bargaining Date

OCSEA, AFSCME Local 11 Date

OCSEA, AFSCME Local 11 Date

(This settlement is valid without the Employee’s signature. The Employee’s signature is only needed to obtain waiver of individual rights).

Employee agrees:

To waive any and all rights they may currently or subsequently possess to receive any reparation, restitution or redress for the events which formed the basis of the aforementioned grievance, including the right to resort to administrative appeal or through the institution of legal action. Employee specifically agrees to withdraw the following actions which are currently pending:

I have read the above paragraph and I am making a KNOWING and VOLUNTARY Waiver of my rights as set forth above.

Grievant

Date