

STATE EMPLOYMENT  
RELATIONS BOARD

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AGREEMENT

BETWEEN

THE CITY OF SHEFFIELD LAKE

AND THE

AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES  
(AFSCME)

Effective January 1, 2011, through December 31, 2013

Case No. 2010-MED-09-1136

1413-01

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## PREAMBLE

This Agreement is made between the City of Sheffield Lake (hereinafter referred to as the "City") and Ohio Council 8 and Local 277 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through union representation, in the establishment of terms and conditions of their employment including rates of pay, wages, hours, and working conditions, and to establish a peaceful procedure for the resolution of all differences between the parties.

## ARTICLE 1 RECOGNITION

**Section 1.** The Union is recognized as the sole and exclusive representative for all regular full-time employees in the Service, Tax, and Finance Departments, and City Hall in the listed classifications below. The City will not recognize any other Union, organization, or person as the representative for any employee with such classifications.

**Section 2.** Regular full-time employees in the following classifications are represented by the Union:

Water and Sewer Maintenance (Class A,\* B, and C)  
Street Department Maintenance (Class A,\* B, and C)  
Senior Lead Man (Water/Sewer/Street)  
Mechanic (Class A, B, C)  
Clerk (Class A, B, and C)  
Accounting Clerk  
\* including Lead Workers

## ARTICLE 2 NON-DISCRIMINATION

**Section 1.** Both the City and the Union recognize their respective responsibilities under the Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Both the City and the Union hereby reaffirm their commitment to apply the provisions of this agreement without regard to race, color, religion, national origin, sex, age, ancestry, military status, or disability, except where a bona fide occupational qualification exists.

**Section 2.** The City and the Union recognize the right of all employees and all applicants for employment to be free to join or refuse to join the Union and to participate or not participate in lawful concerted Union activities. Therefore, the City and the Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisal against any employee or any applicant for employment because of Union or Non-Union membership or because of any lawful activity in an official capacity on behalf of the Union or refusal to participate in such activity.

**ARTICLE 3**  
**CHECK-OFF**

**Section 1.** All employees in the bargaining unit covered by this Agreement who are members of the Union on the date the Agreement is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this Agreement, continue to be members of the Union, and the City will not honor dues deductions (check-off) revocations from any such employees except as provided herein.

**Section 2.** The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and having his signature.

**Section 3.** The City will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

A. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.

and

B. 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.*

and

C. The contribution amount shall be certified to the City by the Union. The Union shall provide the City with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the provisions of Section 5 of this contract. This transmittal shall be accompanied by an alphabetical list of all employees for whom deductions have been made and the names of employees for whom deductions have been terminated and the reason for termination.

All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions.

**Section 4.** Deductions under Section 2 shall be made during the first (1<sup>st</sup>) pay period of each month.

**Section 5.** All deductions under Section 2, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15<sup>th</sup>) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

**Section 6.** Once each calendar year, between January 15 and February 15, the City shall provide the AFSCME Ohio Council 8 Cleveland Office with a bargaining unit roster which will include the following: employee name, rate of pay, date of hire, home address, and telephone number.

#### **ARTICLE 4** **FAIR SHARE FEE**

**Section 1.** All employees in the bargaining unit who, sixty (60) days from date of hire, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

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 does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions (check-off) as provided herein.

**Section 2.** The Employer shall provide each newly hired bargaining employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee agency fee/union shop notices shall be provided by AFSCME to the Employer to allow the Employer to meet its obligations. The Employer shall also require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The Employer shall mail each original receipt to the Ohio Council 8 Regional Office.

**Section 3.** The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify, defend, and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

#### **ARTICLE 5** **BULLETIN BOARDS**

**Section 1.** The City shall provide the Union with two (2) locked bulletin boards; one (1) in the Service Department Building and one (1) in the City Hall.

#### **ARTICLE 6** **UNION REPRESENTATION**

**Section 1.** Employees selected by the Union to act as Union Representatives for the purpose of processing and investigating grievances under the Grievance Procedure, in accordance with the provisions of Section 2 below, shall be known as "Stewards." The City recognizes the following Stewards: one (1) City Hall Steward and one (1) Service Department Steward.

**Section 2.** The Local Union Chapter Chairperson and/or Steward, upon notification to their supervisor, shall be allowed to carry out the functions of their office, if the need arises, during the last thirty (30) minutes of their normal working day. However, the Local Union Chapter

Chairperson and/or Steward shall carry out such functions with proper regard for the City's operational needs.

**Section 3.** The Local Union Officers and/or Stewards shall remain on their respective shifts and in their respective locations during the term of their office.

**Section 4.** When there is a reduction in force, the Union Chapter Chairperson and a Local Steward shall be retained at work regardless of their seniority in classification. If their job is not operating, they will be placed on other jobs that are operating in their respective areas provided they are qualified to perform the work assigned to them. Any employee elected, appointed, or otherwise selected to hold or fill any Union position (i.e., officer or steward or chapter chairperson) while on layoff shall not be able to bump back into a job position.

**Section 5.** A Steward having an individual grievance in connection with his own work may ask for the Local Union Chapter Chairperson to assist him in adjusting the grievance with his supervisor.

## **ARTICLE 7** **MANAGEMENT RIGHTS**

**Section 1.** Except as provided otherwise herein, the Employer retains the right and the authority to administer the business of the City. The Union shall recognize that the Employer has and will retain the sole right and responsibility to direct the operations of its departments, to promulgate rules, and more particularly, including but not limited to, the following:

- A. To determine matters of inherent managerial policy, which include but are not limited to, areas of discretion of policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. To direct, supervise, evaluate, or hire employees.
- C. To maintain and improve the efficiency and effectiveness of governmental operations.
- D. To determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.
- E. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. To determine the adequacy of the workforce.
- G. To determine the overall mission of the Employer as a unit of government.
- H. To effectively manage the work force.
- I. To take actions to carry out the mission of the public employer as a governmental unit.

**Section 2.** Except as limited by any provision of this agreement, the management of all phases and details of the Employer's operations and personnel shall remain vested in the Employer.

## **ARTICLE 8** **DISCIPLINE**

**Section 1.** The City retains the sole right to discipline and discharge employees for just cause provided that, in the exercise of this right, it will not act wrongfully or unjustly or in violation of the terms of this Agreement.

**Section 2.** In addition to Section 1 above, the City shall have the right to discipline (including discharge) any employee who instigates, participates in, or gives leadership to an unauthorized work stoppage in violation of this Agreement.

**Section 3.** An employee who is reduced in pay or position or terminated may file a grievance in accordance with the grievance procedure herein.

**Section 4.** In case of a suspension, demotion, or discharge, the employee shall have the right to have his Steward present, and upon request, will be permitted to discuss his suspension, demotion, or discharge with the Steward in an area made available by the City before he is required to leave the premises. An employee who is suspended, demoted, or discharged shall be given a written notice, with a copy to the Union, stating the reason for the disciplinary action within forty-eight (48) hours of issuance. Any disciplinary action may be appealed by the employee or the Union through the grievance procedure commencing at Step 2. Disciplinary action may be commenced either verbally or in writing. However the method, verbal or written, shall be noted in the employee's file.

## **ARTICLE 9** **RULES AND REGULATIONS**

**Section 1.** The Union recognizes that the Employer, under this Agreement, has the right to promulgate work rules, regulations, policies, and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

**Section 2.** Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer shall notify the Union and meet with the Union to discuss the matter five (5) working days prior to the date of implementation. The City shall have and retain the right to issue rules or regulations hereunder that shall be effective immediately if the City declares that an emergency exists.

**Section 3.** The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be established that are in violation of any terms or provisions of this Agreement. The Union reserves the right to question the reasonableness of the City's rules or regulations through the grievance procedure beginning at Step 2 of the Grievance Procedure.

**ARTICLE 10**  
**PROHIBITED ACTIVITY/FAIR DAYS WORK**

**Section 1.** The Union affirms its adherence to the principal of a fair day's work for a fair day's pay, and agrees to use its best efforts toward this end, both as to work and as to conduct in its performance.

**Section 2.** The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in, or slowdown in any part of the City or any curtailment of work or restriction of production or interference with the operation of the City.

**ARTICLE 11**  
**GRIEVANCE, MEDIATION, AND ARBITRATION PROCEDURE**

**Section 1.** It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employee and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the City or the Union which tend to impair or weaken the grievance procedure are improper.

**Section 2.** A grievance is a dispute or controversy arising between the City and the Union, or between the City and an employee, over the misapplication or misinterpretation of any provision of this Agreement, including all disciplinary actions, and when any such grievances arise, the following procedure shall be observed:

**Step 1:** An employee who has a grievance shall take it up orally with his immediate supervisor, either alone or accompanied by his Steward within fifteen (15) calendar days after the employee has knowledge of the event upon which his grievance is based, and the supervisor shall give his answer to the employee and the Steward (if present at the meeting) within twenty-four (24) hours after the grievance was presented to him.

**Step 2:** If the employee's grievance is not satisfactorily settled at Step 1, the grievance shall, within five (5) working days after receipt of the Step 1 answer, be reduced to writing and filed with the Department Director on a Grievance Form signed by the employee and his Steward. The Department Director shall meet with the Steward and the Local Union Chapter Chairman within three (3) working days after the grievance has been filed in an attempt to adjust the grievance. Within three (3) working days after the Step 2 meeting, the Service Director shall give a written answer to the Local Union Steward.

**Step 3:** If the grievance is not satisfactorily settled at Step 2, the Union may appeal the grievance to the Mayor of the City within seven (7) working days after the Step 2 answer. The Mayor and the Local Union Grievance Committee shall meet within seven (7) working days as provided in Section 6. The Local Union Chapter Chairman may request the Director of Ohio Council 8 and/or his designee to join the meeting. Within five (5) working days after the Step 3 meeting, the Mayor shall give a written answer to the Local Union Chapter Chairman and Ohio Council 8 representative.

Step 4: Any grievances not settled at Step 3 may be mediated, before being referred to arbitration, upon the mutual written agreement of the parties. The following rules shall govern the mediation of grievances:

1. A request for mediation must be made within ten (10) calendar days of the receipt of the Step 3 written answer, unless both parties agree, in writing, to extend that time.
2. The grievant shall have the right to be present at the mediation conference.
3. Each party shall have *one principal spokesperson at the mediation conference*; however, discussion need not be limited to that individual.
4. The representatives of the parties may, but are not required to, present the mediator with a brief written statement of the facts, the issue, and the arguments in support of their positions. If such a statement is not in written form, it shall be presented orally at the beginning of the mediation conference.
5. Any written material that is presented to the mediator shall also be presented to the other party, and shall be returned to the party presenting it at the termination of the mediation conference.
6. Proceedings before the mediator shall be informal in nature. The rules of evidence will not apply and no record of the mediation conference shall be made. The parties may mutually agree to refer the issue back to Step 3 of the grievance procedure if facts or testimony presented may be important to the potential outcome of the case.
7. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
8. If no agreement is reached during the mediation conference, the mediator shall provide the parties with an oral advisory opinion if requested. Either party may waive receipt of the decision or may request that it be communicated privately.
9. The mediator shall state the grounds for his advisory opinion.
10. The mediator may make recommendations to the parties as to how the grievance might be settled, but such recommendation has no standing beyond being a suggestion to the parties for a possible settlement.
11. The mediator's advisory opinion, if accepted by the parties, shall not constitute precedent, unless the parties agree otherwise in writing.
12. If no settlement is reached at mediation, the parties are free to arbitrate.
13. Nothing said or done by the mediator may be referred to in arbitration. Neither party may refer in arbitration to any compromise offer made in mediation. Arbitration is to proceed as if the grievance had not been submitted to a mediation procedure.

14. Mediation conferences will take place at a location that is mutually agreeable to the parties and the mediator.
15. The Union will promptly contact the Federal Mediation and Conciliation Service (FMCS). If the parties have agreed upon a preference for a mediator, the Union will communicate that preference to the FMCS. Otherwise, the request will be for the appointment of a mediator. All cost directly related to the services of the mediator shall be borne equally by the parties.

**Step 5:** If the grievance is not satisfactorily settled at Step 4, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, or if the grievance is submitted to mediation, within thirty (30) calendar days of the mediation conference, submit the matter to arbitration. The Union shall notify the City of its intent to appeal the grievance to arbitration. Within fourteen (14) calendar days thereafter, representatives of the City and the Union shall meet or confer for the purpose of attempting to select an arbitrator by mutual agreement.

If the parties are unable to agree on the selection of an arbitrator within the fourteen (14) calendar days, the Union shall, within five (5) calendar days, notify the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), and they shall submit a panel of fifteen (15) arbitrators to each party and the arbitrator shall then be chosen in accordance with the rules of the FMCS or the AAA. The fees and expenses of the arbitrator shall be borne equally by the parties.

**Section 3.** In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances and, in reaching his decision, the arbitrator shall have no authority to add to or subtract from or modify in any way of the provisions of this Agreement.

**Section 4.** All decisions of arbitrators shall be final, conclusive, and binding on the City, the Union, and the employees. A grievance may be withdrawn by the Union at any time during Steps 1, 2, 3, or 4 of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties, as related to that grievance.

**Section 5.** The City and the Union shall meet at a time mutually agreeable between the parties. The purpose of said meetings will be: (a) to attempt to adjust and settle grievances pending at Step 4 of the grievance procedure; and (b) to discuss matters of mutual interest relating to the employees covered by this Agreement.

**Section 6.** The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding on both parties. Failure of the Employer to respond within any of the time limits set forth above shall allow the grievance to be automatically advanced to the next step. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays, or holidays.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

**Section 1.** New employees shall be considered to be on probation for a period of one hundred twenty (120) calendar days, commencing on the employee's date of hire as a full-time employee.

**Section 2.** If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to provisions of this article.

### **ARTICLE 13** **SENIORITY**

**Section 1.** Seniority shall be an employee's uninterrupted length of continuous service with the City as a full-time employee. An employee shall have no seniority for the probationary period provided in Article 12, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

**Section 2.** The City shall provide the Union with a copy of the seniority lists and these lists shall be updated every six (6) months. The seniority lists shall be made up by classifications and shall contain, in order of seniority, the name, department, and date of hire of each employee, and date of classification.

**Section 3.** Seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Is discharged for just and proper cause;
- C. Is laid off for a period equal to the amount of seniority the employee had on the date of layoff;
- D. Fails to report to work when recalled from layoff within seven (7) working days from the date on which the City sends the employee notice by registered mail (to the employee's last known address as shown on the City's records).

**Section 4.** The City shall furnish the Union with a list (showing name, job classification, department, date of action taken of bargaining unit employees who were hired, promoted, terminated, or resigned whenever it occurs).

### **ARTICLE 14** **HOURS OF WORK**

**Section 1.** The normal work week for regular full-time bargaining unit employees shall be forty (40) hours of work per week, Monday through Friday or in any event, five (5) days, of eight (8) consecutive hours each day exclusive of the time allotted for meals during the period starting 12:01 Sunday to midnight Saturday. The work shift shall be established by the Employer. In cases of emergencies, the Service Director or Finance Director may temporarily assign regular full-time employees, both clerical and non-clerical, to other shifts provided the assignments shall be offered by job classification seniority. There shall be a sixty cent (\$.60) per hour differential for working other than the normal day shift (i.e., majority of hours between 7:00 A.M. and 5:00 P.M.). This paragraph shall not be construed to give the City the right to reduce the workweek below forty (40) hours per week for any regular full-time employee. In determining overtime pay, the shift differential provided for herein shall be included as applicable.

**Section 2.** From May 1 through September 30 of each year, subject to an agreement between the Finance Director and the clerical employees working in the City Hall Building as to utilizing flex-time and provided said agreement is acceptable to both the City of Sheffield Lake and the particular employees working in the City Hall Building, flex-time may be utilized.

**Section 3.** All employees shall normally be allowed forty-five (45) uninterrupted minutes for a scheduled lunch period between 11:30 a.m. and 12:30 p.m. except for other mutually agreed upon schedules with the Union/employee.

**Section 4.** There shall be two (2) fifteen (15) minute rest periods on each shift each workday. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours each shift but they may not be scheduled immediately before or after the meal period or at the start or end of the shift.

## **ARTICLE 15 OVERTIME**

**Section 1.** Employees shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of eight (8) hours in any continuous twenty-four (24) hours period beginning with the starting time of the employee's shift, or in excess of forty (40) hours in a work week. There shall be no pyramiding of overtime or premium pay.

**Section 2.** Employees shall receive time and one-half (1 1/2) their regular rate of pay for hours worked on a holiday in addition to their regular holiday pay. Employees shall receive double time their regular rate of pay for all hours worked on Sunday. A Water Department employee testing water on Sunday, per EPA requirements, shall be compensated for one (1) hour at time and one-half (1 1/2).

**Section 3.** For the purpose of computing overtime pay, holidays, funeral leaves, and vacation days shall be counted as hours and days worked.

**Section 4.** An employee who is called in to work at a time when he is not regularly scheduled to work shall receive a minimum of three (3) hours of work or three (3) hours pay at the applicable rate of pay.

## **ARTICLE 16 EQUALIZATION OF OVERTIME**

**Section 1.** The City shall be the sole judge of the necessity of overtime. When overtime is required, the City shall offer the available overtime to employees within the same classification, within the same department, within the same shift in accordance with seniority. All overtime shall be voluntary and an employee shall have the right to refuse an overtime assignment except for emergencies. For the purpose of this article, an emergency is defined as any impairment to City services or operations which cannot be delayed until the beginning of the next regular work day.

**Section 2.** A record of all overtime hours, worked by each employee, shall be recorded on a list by the City. The overtime lists shall be posted on the City's bulletin boards. All overtime hours shall be recorded on a daily basis by the City.

**Section 3.** The City shall equalize all overtime among employees within the same classification, within the same department, within the same shift on a continuing basis. Employees who are offered overtime and for any reason, other than the fact that they are on vacation leave or sick leave, refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution. Employees who are off on an approved unpaid leave of absence shall be taken out of the overtime rotation.

If an employee is on sick leave, he shall forfeit his place in the rotation and be offered overtime only when all other employees have been offered said overtime. If an employee is on vacation/personal leave, he shall forfeit his place in the rotation within his department. He shall, however, be offered the overtime opportunity before the City seeks employees from a different department. Should, however an employee be on sick leave for more than ten (10) consecutive work days and refuse or fail to work offered overtime, such employee shall be credited as if he had worked the overtime for the purpose of overtime distribution, notwithstanding any other provisions of this Agreement. An employee shall have the right to waive his rights under this provision provided that such waiver is made in writing. Such waiver shall continue to be in effect until the employee provides written notice to the department head of his intent to revoke such waiver.

**Section 4.** In the event that an error in the equalization of overtime should occur, any employee who should have been called for overtime but was not will be offered the next available overtime opportunity. However, after such error has occurred four (4) times in a calendar year, employees who were not properly called will be compensated for the lost overtime hours.

**Section 5.** All employees shall begin each calendar year with zero accumulated overtime hours (i.e., first full pay period of calendar year).

## **ARTICLE 17** **FUNERAL LEAVE**

**Section 1.** An employee shall be granted a leave of absence with pay, in the event of the death of his spouse, mother, father, child, brother, sister, grandparents, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, step-mother, step-father, step-sister, step-brother, and step-child. An employee shall be entitled to a maximum of three workdays for each death if they occur separately, except for the death of an aunt or uncle in which case an employee shall be entitled to one (1) workday for each such death if they occur separately. If the funeral, held as the result of any of the above mentioned deaths, is held more than 200 miles from Sheffield Lake, Ohio, any of the above leaves of absence granted as a result of such death shall be extended by one (1) day.

**ARTICLE 18**  
**MILITARY LEAVE**

**Section 1.** An employee shall be granted a leave of absence for military duty in accordance with state and federal law.

**Section 2.** A regular employee of the City who is temporarily called to active duty (e.g., summer training) shall be granted a leave of absence for the duration of such active duty and shall be paid the difference between his regular pay and his service pay for a period not to exceed thirty-one (31) days (one hundred seventy-six [176] hours) in any calendar year and shall accumulate vacation and sick leave credit during the period of such leave.

**Section 3.** Employees on military leave who thereafter return to employment with the City shall be reinstated at the current applicable rate of his classification.

**ARTICLE 19**  
**JURY DUTY/WITNESS DUTY**

**Section 1.** An employee called for jury duty or subpoenaed as a witness will be granted a leave of absence for the period of the jury service or witness service. The employee will be compensated for the difference between his regular pay and jury pay or witness pay for work absences necessarily caused by the jury duty or witness duty.

**ARTICLE 20**  
**LEAVE OF ABSENCE WITHOUT PAY**

**Section 1.** An employee who has completed their probationary period shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury. If the illness or disability continues beyond six (6) months, additional unpaid leave may be granted by the City, upon the written request of the employee.

**Section 2.** Acceptable medical documentation must be provided to support the need for leave. Additionally, the Employer may require that an employee be evaluated by a physician designated by the Employer. In such cases, the cost of the examination shall be paid by the Employer.

**ARTICLE 21**  
**SICK LEAVE**

**Section 1.** An employee who has completed the first ninety (90) days of his probationary period shall be eligible for sick leave with pay for personal illness or injury as follows in accordance with the provisions set forth herein. Paid sick leave shall be earned and accumulated at the rate of 4.6 hours per 80 hours of pay (excluding sick leave) received, and said accumulation shall be unlimited.

**Section 2. Usage.** Employees may use sick leave, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure to contagious disease that could be communicated to and jeopardize the health of other employees.
- C. Critical illness, injury, or pregnancy-related condition of a member of the employee's immediate family (parent, spouse, child, or other immediate family member residing in the employee's household) where the employee's presence is reasonably necessary for the health and welfare of the affected family member. The employee may be absent from duty for one (1) day and any additional days approved by the City for such illness or injury.
- D. Employees using such leave must fill out and sign the same statement referenced herein for the use of sick leave.

**Section 3. Documentation.** Each employee, upon use of each sick leave, must complete and sign a statement for the use of sick leave. A certificate from a licensed physician shall be required from an employee so notified in writing by the Service Director. Said employee's record shall be re-evaluated by the city six (6) months from the date of notification. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

**Section 4.** All accumulated paid sick leave, up to and including one hundred fifty (150) days shall be paid to an employee as follows: (1) DEATH - paid to the estate; (2) PERMANENT DISABILITY; and (3) RETIREMENT under PERS with ten (10) years of City service.

**Section 5.** Pay for the sick leave shall be at the employee's regular straight time hourly rate (or portion thereof if absent for less than a full day).

**Section 6.** The City shall give written notice to employees of their accumulated paid sick leave on January 15<sup>th</sup> of each year.

**Section 7.** To be eligible for paid sick leave, an employee shall notify the City one-half (1/2) hour before the start of the shift.

**Section 8. Sick Leave Bonus.** The following sick leave bonus will be paid on December 1 of each year to those full-time employees who have:

Taken no (0) sick days	\$350.00
Taken one (1) sick day	\$300.00
Taken two (2) sick days	\$250.00
Taken three (3) sick days	\$200.00

The sick leave year will run from December 1 to November 30. Payment will be made by separate check at the time of the next pay following the completion of the sick leave year.

**ARTICLE 22**  
**UNION LEAVE**

**Section 1.** At the request of the Union, a leave of absence without pay may be granted to an employee required to attend a Union convention. The approval of such request is subject to the operational needs of the Employer.

**ARTICLE 23**  
**LEAVE PROCEDURES**

**Section 1.** All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the City (copy to the employee). The City will attempt to notify an employee in writing within three (3) working days from the date the application was made of the approval or disapproval of any leave of absence.

**Section 2.** An employee shall accumulate seniority and remain entitled to service credit for the purposes of vacation leave and longevity during any leave of absence. An employee on an approved leave of absence shall have his accrued benefits frozen and banked for the duration of the leave. Upon returning from the leave, the employee shall be entitled to have those banked benefits restored to him.

**Section 3.** An employee may, upon request, return to work prior to the expiration of any approved leave of absence provided such early return is agreed to by the City.

**Section 4.** When an employee returns to work after a leave of absence, he will be assigned to the position that he formerly occupied or to a similar position if his former position no longer exists.

**ARTICLE 24**  
**LAYOFFS**

**Section 1.** Whenever it is necessary for the City to reduce its forces, the employees in the affected classifications as determined by the City shall be laid off in the following order:

- A. Temporary, part-time, and seasonal employees;
- B. Employees who have not completed their probationary period;
- C. Employees who have completed their probationary period

**Section 2.** All employees within the bargaining unit shall be laid off on the basis of seniority with the entire bargaining unit, provided however, if an employee is not able to perform the job duties of a more junior employee, the more senior employee may be laid off and the more junior employee may be retained in his or her job notwithstanding any other provision of this Agreement. The determination of ability to perform job duties shall be made by the City

**Section 3.** In the event an employee cannot hold in his present classification, he shall have the right to "bump" an employee with lesser seniority in an equal or lower rated classification. An

employee who has been bumped from his classification shall be afforded the same rights to "bump" an employee with lesser seniority in an equal or lower rated classification to avoid a direct layoff from the City.

**Section 4.** It shall be at the option of the employee as to whether he shall exercise his seniority rights to bump into an equal or lower rated classification or to take a direct layoff from the City. "Equal" or "lower" as used herein shall mean a classification with the same or lower base rate of pay.

**Section 5.** Whenever possible regular full-time employees shall be given a minimum of two (2) weeks advance written notice of layoff indicating the circumstances which made the layoff necessary

**Section 6.** In the event an employee is laid off, he shall receive payment for any earned but unused vacation as quickly as possible, but no later than fourteen (14) calendar days after layoff.

## **ARTICLE 25** **RECALL FROM LAYOFF**

**Section 1.** All employees shall be recalled to their classification in the reverse order of their layoff. An employee on layoff will be given seven (7) days notice of recall from the date on which the City sends the recall notice to the employee by certified mail (to his last known address as shown on the City's records). At the City's discretion, it shall hire any temporary, seasonal, part-time, or emergency employees, provided that such jobs shall first be offered to employees on layoff by way of recall. It is further agreed, however, that the seven (7) day notice shall be waived when an emergency, as determined by the City, exists.

## **ARTICLE 26** **PROMOTIONS-JOB BIDDING**

**Section 1.** When a vacancy occurs or a new job is created in a bargaining unit classification, the City shall post, for five (5) consecutive workdays on bulletin boards within each department, a notice of the opening. The notice shall contain the job classification title, rate of pay, department, and a brief job description. Employees who wish to be considered for the posted job must file a written application with the Service Director by the end of the posting period.

**Section 2.** All applications timely filed will be reviewed by the City and the job awarded within five (5) working days on the basis of seniority, experience, skill, required licensure/certification, and ability to perform the work in question. If the skill, ability, experience, and required licensure/certification of two (2) or more employees are substantially equal, seniority shall govern. If none of the present employees is qualified, as determined by the City, to fill such vacancy, the vacancy may be filled by a person not currently employed by the City.

**Section 3.** An employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed a reasonable period of time to qualify but not more than thirty (30) calendar days. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to quality and quantity of work

meets the standard applicable to the job. If he fails to qualify, he shall be returned to his former job.

**Section 4.** An employee awarded a job under these provisions shall receive the rate of pay under the classification of the job awarded. Notwithstanding any provisions of this agreement, an employee who bids downward or laterally, and who has held that position before shall (a) for the first thirty (30) days that such employee holds such previously held position, such employee shall receive the entry level rate of pay for such position, and (b) after said thirty (30) day period, receive the rate of pay such employee was receiving (i.e., Class A, B, or C) at the time such employee previously left such position.

Such employee who has bid downward or laterally is prohibited from bidding into any other position until such employee has held the position into which such employee bid downward or laterally for at least six (6) months.

**Section 5.** No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period.

## **ARTICLE 27**

### **TEMPORARY/LATERAL TRANSFERS**

**Section 1.** The Employer may utilize a temporary transfer (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence; (2) to provide vacation relief scheduling; (3) or to meet an emergency or training needs of the City. Temporary transfers shall be affixed to the most senior qualified and available employee as determined by the City. When an employee is temporarily transferred to another job classification, his rate of pay shall be as follows:

- A. If the rate of pay for such other classification is lower than his regular rate, he shall receive his regular rate.
- B. If the rate of pay for such other classification is higher than his regular rate, he shall receive the rate of the classification.

The City will not rotate temporary transfer assignments in order to deprive employees of the opportunity to qualify for a higher rate of pay under the above provision.

All temporary transfers, the anticipated duration of which exceeds thirty (30) days, shall be made in writing and shall include the job in which the employee will work and the anticipated duration of the temporary transfer.

**Section 2.** An employee may exercise his job classification seniority for the purpose of laterally transferring within the same work location or to another work location within the same classification when an opening occurs. An employee who desires such a transfer must make an application in writing prior to the opening (on forms provided by the City with a copy to the employee) to the Service Director. In such cases, the employee's preference shall supercede the Job Bidding-Promotion provisions of this Agreement.

**ARTICLE 28**  
**VACATIONS**

**Section 1.** All regular full-time employees shall be granted the following vacation leave with full pay based upon their length of service as follows:

After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 15 years	4 weeks, 1 day
After 16 years	4 weeks, 2 days
After 17 years	4 weeks, 3 days
After 18 years	4 weeks, 4 days
After 20 years	5 weeks

**Section 2.** All employees in the service of the City on December 31, 2004, shall become eligible for vacation leave on their anniversary date of each year of service. Employees hired on or after January 1, 2005, will become eligible for vacation leave on their anniversary date of each year of full-time service with the City. Vacation leave shall be taken by the employee within twelve (12) months thereafter.

**Section 3.** If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall receive the pro-rated proportion of any fully earned but unused vacation leave at the time of separation provided that he has completed at least one year of full-time service. In case of death of an employee, the unused vacation leave shall be paid to the estate.

**Section 4.** If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday either at the beginning or end of his vacation.

**Section 5.** A calendar year shall be defined as January 1 through December 31. Employees must take their vacation in the twelve (12) months immediately following after the date that such vacation is earned. However, such vacation shall not be taken in a manner that would permit an employee to take more than one year's earned vacation on consecutive weeks. During the first quarter of each calendar year, employees will be given an opportunity to indicate their vacation leave preferences, and promptly thereafter, a written vacation schedule will be prepared by the City with preference given to employees according to their seniority.

**ARTICLE 29**  
**HOLIDAYS**

**Section 1.** All regular full-time employees shall be entitled to the following paid holidays:

New Year's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Employee's Birthday
Thanksgiving Day	General Election Day
Martin Luther King Day	Good Friday

Additionally, such regular full-time employees shall receive sixteen (16) hours personal time annually. Whenever Christmas (December 25<sup>th</sup>) falls on Saturday, the Friday immediately preceding shall be observed as the holiday and the Thursday immediately preceding shall be observed as the holiday for Christmas Eve (December 24<sup>th</sup>). Whenever Christmas (December 25<sup>th</sup>) falls on Monday, the Friday immediately preceding shall be observed as the holiday for Christmas Eve (December 24<sup>th</sup>). An employee may take his "birthday" holiday as a floater (i.e., a day to be chosen by the employee) holiday rather than the birthday itself however:

- A. Such choice can only be made with the prior obtained permission of the Service Director of the City, and
- B. Such choice cannot ever be exercised so as to cause the floater holiday to be taken on a day before or after a holiday.

**Section 2.** Any employee who has accumulated seventy-five (75) days (six hundred [600] hours) of paid sick leave days on the anniversary date of his employment shall, in the following year, receive one (1) personal day in each succeeding year thereafter, provided the employee continues to have the minimum of seventy-five (75) days (six hundred [600] hours) of accumulated paid sick leave days upon the anniversary date of his employment. The employee shall receive one (1) personal day in the succeeding year.

**Section 3.** If any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday. If any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

**Section 4.** No employee shall receive the benefit of a paid holiday unless he works his regularly scheduled day of employment immediately prior to the paid holiday and immediately subsequent to the paid holiday. Provided, however, if the employee does not work on such a day for one of the reasons set forth in Article 21, Sick Leave of this Agreement, he shall receive the paid holiday benefit.

## **ARTICLE 30**

### **NEW JOBS/JOB DESCRIPTIONS**

**Section 1.** Substantial changes in the method of operation, tools, or equipment of a job and the establishment of new jobs shall be the prerogative of the City. The establishment of the rate of pay for such job and the classification or placing of such job in an existing classification likewise shall be the prerogative of the City.

**Section 2.** Whenever a new classification is created, the Employer shall determine if the position is within the bargaining unit and shall so notify the Union in writing. Upon the written request of the Union, the parties shall meet to discuss the inclusion/exclusion of any newly created classification. If the Union disagrees with the Employer's position, it may seek whatever recourse is available through the State Employment Relations Board (SERB) pursuant to the pertinent provisions of Chapter 4117 O.R.C. and the SERB Rules and Regulations.

**Section 3.** The Employer shall establish the wage rate and job description for any newly created classification in the bargaining unit based upon an appropriate differential from existing classifications. Should the Union disagree with the wage rate established, the Union may submit a notice to negotiate.

**Section 4.** Job descriptions list the major or central duties of the particular position/classification and shall include automatically all functionally-related duties whether listed or unlisted.

**Section 5.** Employees shall be provided with a copy of the applicable job description upon hire, transfer, promotion, or reduction.

**Section 6.** Whenever a substantial change occurs in the duties and responsibilities of a position/classification, or when job descriptions are updated or modified by the Employer, the City shall provide the affected employee(s) and the Union with any updated job description in a labor-management meeting.

### **ARTICLE 31** **PART-TIME EMPLOYEES**

**Section 1.** Notwithstanding any other provision of this Agreement, the City may employ part-time employees who are not Union members for any of the following purposes

1. Summer help and/or;
2. As fill-in help for employees on extended sick leave and/or;
3. As fill-in help for employees on vacation leave and/or;
4. As help in emergency situations;

provided, however, the City:

1. Cannot utilize part-time employees to cause a layoff and/or;
2. Cannot utilize part-time employees to eliminate regular full-time hours and/or;
3. Cannot utilize part-time employees to cause lack of work for full-time employees and/or;
4. Cannot utilize part-time employees without first offering part-time work to persons in the bargaining unit then on layoff from the City; and/or
5. Cannot utilize part-time employees to establish another shift without any full-time employees.

**ARTICLE 32**  
**MEDICAL INSURANCE**

**Section 1.** The Employer shall make available to all bargaining unit employees major medical/hospitalization health care (plan) insurance, comparable to the plan in effect as of the signing of this agreement and subject to market availability. The Employer shall select carriers/providers and otherwise determine the method of provision and coverage. The Employer shall meet with the Union in advance of any selection of coverage that would substantially reduce the overall coverage. Should the City substantially change the levels of coverages and benefits, the Union may request to negotiate the effects of such change.

The participating employee may elect either single or family coverage.

Each employee covered by this Agreement and employed by the City who was not receiving medical insurance coverage as of September 24, 1992, and who received seventy seven and 00/100 dollars (\$77.00) per month for the period of time from April 1, 1992, through March 31, 1993, is not and will not be eligible to receive medical insurance coverage.

**Section 2.** The Employer agrees to pay ninety percent (90%) of the monthly cost for those bargaining unit employees who elect to receive health care coverage. The employee shall be required to pay the remaining ten percent (10%). Notwithstanding the above, the maximum employee contribution per month shall not exceed the following:

	<u>Maximum Employee Contribution</u>
Effective January 2011	\$50.00 Single coverage \$120.00 Family coverage

**Section 3.** If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to notify the Union in advance of such action, and upon written request, to meet with the Union to discuss the new carrier.

**Section 4.** Notwithstanding the provision(s) of Sections 1-3 of this article which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage program(s) during the term of the agreement.

The terms and conditions of such alternative programs shall be determined by the Employer. The cost and/or the terms and conditions of said program(s) shall be at the discretion of the Employer and may be subject to change.

**ARTICLE 33**  
**AFSCME CARE PLAN**

**Section 1.** The City shall contribute forty dollars and seventy-five cents (\$40.75) per month for each full-time employee to the Ohio American Federation of State County and Municipal Employees (AFSCME) Care Plan effective the first day of the first month immediately following the execution of this Agreement.

**ARTICLE 34**  
**SUPERVISORY WORK**

**Section 1.** Work customarily performed by employees within the bargaining unit shall not be performed by supervisors except for purposes of instructing or demonstrating the proper methods and procedure of performing work operations to employees within the bargaining unit or unless out of necessity the supervisor deems it necessary to perform the work.

**ARTICLE 35**  
**UNIFORMS-EQUIPMENT-WEATHER GEAR**

**Section 1.** The City shall continue the present policy of providing employees with uniforms provided, however, the City shall provide eleven (11) uniforms per employee. The City shall pay to each employee in the bargaining unit the sum of fifty dollars (\$50.00) per year on or before July 1<sup>st</sup> of each year as a clothing allowance.

**Section 2.** The City shall provide all tools and equipment to employees for the proper operation of their jobs.

**Section 3.** The City shall provide foul weather gear; gloves, boots, one pair of lined Carhart coverall, and to all employees who currently receive uniforms, a fall/spring jacket to be worn only while on duty, to all employees who need them for the proper performance of their jobs. The foregoing foul weather gear shall be the property of the City and shall be returned to the City, should any employee who received any of the foregoing items terminate or otherwise leave his employment.

**ARTICLE 36**  
**SAFE WORK PRACTICES**

**Section 1.** The City agrees to provide proper safety equipment for the employees on all jobs and agrees to comply with safe working practices. It is agreed to establish a Safety Committee with equal representation from the Union and the City. This Committee shall meet monthly. No representatives will be compensated by the City for the time devoted to this Committee.

**ARTICLE 37**  
**WAGES**

**Section 1.** The base hourly rates of pay for all full-time bargaining unit employees shall, for the term of this agreement, be as set forth in Appendix A. Rates of pay for the applicable calendar year (i.e., 2010) shall be effective with the first pay of the year.

Effective with the first pay in January 2011, a one-time lump sum wage equity adjustment of seven hundred fifty dollars (\$750.00) shall be paid to employees employed as of January 1, 2011.

**ARTICLE 38**  
**LICENSURE-INSURABILITY-EDUCATION**

**Section 1.** It is agreed that the City shall determine the job classification of each employee.

**Section 2.** In addition to any other pre-requisites, all employees who are required to operate motor vehicles that require the operator to have a valid Ohio Commercial Driver's License shall have at the commencement of their employment a valid Ohio Commercial Driver's License with all necessary endorsements. As a condition of the employee's continued employment, unless the City specifically authorizes a waiver of said requirements, the employee must maintain the required licensure and remain insurable under the City's vehicle insurance plan.

**Section 3.** Should the City's Service Director authorize and approve, in writing, any full-time employee attending and taking any educational course relating to their employment, the City shall pay the actual cost of said course which cost shall be set forth in the above- mentioned written authorization and approval.

**Section 4.**

- A. An employee who acquires and at the request of the City utilizes a state-certified Water Distribution License while employed by the City shall receive twenty-five cents (\$.25) per hour for all hours worked in his/her employment. Once an employee's license is utilized, he/she shall receive the above incentive as long as he/she continues to maintain said license and employment with the City.
- B. An employee who acquires and at the request of the City utilizes a state-certified Back Flow Prevention License while employed by the City shall receive twenty-five cents (\$.25) per hour for all hours worked in his/her employment. Once an employee's license is utilized, he/she shall receive the above incentive as long as he/she continues to maintain said license and employment with the City.
- C. A clerical employee who has been employed by the City for at least one (1) year and who is required to obtain and maintain a notary public certificate shall receive a ten cent (\$.10) pay differential for the time period they are required to and hold the notary public certificate.
- D. An employee who acquires, and at the request of the City utilizes a Residential Building Inspector License while employed by the City shall receive twenty-five cents (\$.25) per hour for all hours worked in his/her employment. Once an employee's license is utilized, he/she shall receive the above incentive as long as he/she continues to maintain said license and employment with the City.
- E. The Senior Lead Man shall receive a pay differential of two dollars (\$2.00) per hour above the Class A Maintenance-Lead rate of pay.

**ARTICLE 39**  
**LONGEVITY**

**Section 1.** The rate of longevity pay shall be one hundred twenty-five and 00/100 dollars (\$125.00) per year for each year of employment completed by full-time employees of the City of Sheffield Lake, Ohio, who come under the jurisdiction of this Agreement commencing with the completion of the fifth (5<sup>th</sup>) year of such full-time employment and continuing on until the employee has completed the tenth (10<sup>th</sup>) year of such full-time employment. Notwithstanding the above, employees hired prior to October 31, 2003, shall be eligible for longevity commencing with the completion of three (3) years of full-time employment. After the completion of ten (10) years of full-time employment, the longevity pay shall be one hundred thirty-seven and 50/100 dollars (\$137.50) per year. No longevity shall be paid to any such full-time employee until he or she has completed three (3) or five (5) years of such full-time employment as set forth above. Thereafter, for each year of full-time employment completed, such employee shall receive an increase of pay, as set forth herein above, for each year of full-time employment he or she has completed. For employees hired after December 31, 1994, longevity payments shall not exceed a maximum of three thousand four hundred thirty-seven dollars and fifty cents (\$3,437.50).

**Section 2.** The applicable longevity payments shall be made to eligible employees on the date of the first regular pay within December of each year.

**Section 3.** The amount of each such employee's longevity payment shall be determined by the number of calendar years completed by each employee as of the date of the longevity payment.

**ARTICLE 40**  
**RANDOM DRUG TESTING**

An employee who is directed to a random drug test may be advised of the direction verbally or in writing. If done verbally, within forty-eight (48) hours of such verbal direction, the Service Director/designee shall reduce to writing affirmation of the date and time the employee was directed to the test.

**ARTICLE 41**  
**RETIREMENT INCENTIVE OPTION**

**Section 1.** In lieu of a portion of the severance pay allowed in Article 21, Section 4, full-time employees with either a total of twenty-seven (27) years of PERS accepted credit time, or who are eligible for a PERS pension on the date of the proposed retirement not more than three (3) years later, and who have accumulated a minimum of nine hundred sixty (960) hours of paid sick leave, may request to convert their current awarded sick leave hours to paid wages (which would normally accumulate each year for three [3] years prior to retirement).

- A. Sick leave shall be limited to a maximum annual accumulation of one hundred twenty (120) hours of sick leave per year for the three (3) year period. Any sick leave utilized during this program will be deducted from the employee's bank of accumulated hours. An employee shall be eligible for payment of up to one hundred twenty (120) hours of sick leave in each of the three (3) years preceding the date of retirement. The payment for

these accumulated hours shall be made on the last pay of December except that the final payment shall be made at the time of retirement.

- B. The hourly rate used to calculate the amount of the payment shall be one hundred percent (100%) of the employee's prevailing rate of pay at the time of the payment, with 22% deducted for the employee's and Employer's share of pension contributions. All sick hours converted to payment shall be deducted from the maximum allowed in Article 21, Section 4.
- C. By submitting the request to participate in this sick leave buyout plan, the employee acknowledges that: (1) his/her final sick leave balance, upon retirement for severance calculation under Article 21, Section 4, will be reduced by the amount paid over the three (3) year cycle (to a maximum of one hundred twenty (120) hours annually), from the program prior to completion, at the end of the agreed three (3) year cycle; (2) he/she must repay any amounts received under the program in order to re-enroll, or will only be eligible for future severance payments to the maximum allowed, less, any time previously paid under this plan.
- D. At the beginning of the calendar year in which the above mentioned 27th year of PERS credit falls, the employee must submit a request in writing to the Service Director, with a copy to the Finance Director, asking for enrollment in this plan. A copy of the most recent PERS service credit statement must be attached to the request.
- E. Within ninety (90) days the Finance Director will notify the employee of their correct sick leave balance, and the number of hours to be paid in the last pay of December. The employee then has thirty (30) calendar days to dispute any balance in question. This provision is not a three (3) year guarantee of employment, but merely a method for spreading out employee retirement benefits.

## **ARTICLE 42** **SEVERABILITY/LEGALITY**

**Section 1.** Should any part of this Agreement be declared invalid by operation of law or by any tribunal of competent jurisdiction, invalidation of such part shall not invalidate the remaining parts and they remain in full force and effect. Within thirty (30) days following the date of such decision, the parties agree to meet and negotiate the effect, if any, of the invalidated language.

**Section 2.** The parties agree that Section 9.44, Sections 124.01 through 124.391 of the Civil Service Law contained in the Ohio Revised Code and related provisions of the Ohio Administrative Code, and any local City ordinances pertaining to wages, hours, terms and other conditions of employment, shall not apply to employees in the bargaining unit, where such matter has been addressed by this agreement. It is expressly understood that the Ohio Department of Administrative Services and the City of Sheffield Lake Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this agreement, except that the parties agree that the conduct and grading of civil service examinations (as related to the city of Sheffield Lake Civil Service Commission), the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 O.R.C.

**ARTICLE 43**  
**DURATION**

**Section 1.** This Agreement between the City of Sheffield Lake and Ohio Council 8, Local 277 of the American Federation of State, County, and Municipal Employees shall be effective January 1, 2011, and remain in full force and effect December 31, 2013. If either party desires to make any changes in the Agreement notice of such desire shall be given no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of the Agreement. The parties shall, within thirty (30) days from the date of such notice, meet to begin discussing such changes either of them may wish to make. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new Agreement or until either party gives notice stating that this Agreement shall terminate forty-eight (48) hours after receipt of that notice. If no notice seeking modification is given, then this Agreement shall remain in effect for another year.

Notwithstanding the above, either party may request to reopen negotiations for purposes of wages and health insurance for 2012-2013 by submitting written notice to the other party between October 1, 2011, and October 31, 2011.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of January 2011, with full authority to do so and with full authorization from and on behalf of the City of Sheffield Lake, Ohio, and on behalf of the American Federation of State, County, and Municipal Employees (AFSCME) and Ohio Council 8 and Local 27.

**City of Sheffield Lake:**

\_\_\_\_\_  
By John Piskura, Mayor

\_\_\_\_\_  
David Graves, Law Director

**American Federation of State, County, and Municipal Employees and Ohio Council 8 and Local 277:**

\_\_\_\_\_  
By Mark Davis, Staff Representative

\_\_\_\_\_  
Patrick Hastings, Chapter Chairperson

\_\_\_\_\_

**APPENDIX A**

Water/Sewer/  
Street  
26  
1/1/10

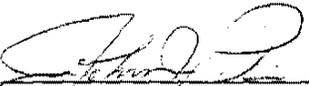
Classification	2010 - 2011
<b>Mechanic</b>	\$24.10
95%	\$22.90
Start (90%)	\$21.69
Class A Maintenance - Lead	\$23.72
Class A Maintenance	\$23.41
Class B Maintenance	\$22.77
Class C Maintenance	\$22.59
Hired on or after (1-1-2001)	
<b>Water/Sewer/Service</b> <i>2.64</i>	
<b>Maintenance</b> <i>490 MS</i>	
Fourth year (current C rate)	\$22.59
Third year	\$19.28
Second year	\$15.94
First year	\$13.96
<b>Clerks</b>	
Class A	\$18.19
Class B	\$16.07
Class C	\$14.06
<b>Full-Time Clerk</b>	
Fourth Year (current C rate)	\$14.06
Third Year	\$13.96
Second Year	\$12.65
First Year	\$11.29
<b>Accounting Clerk</b>	\$20.19
95%	\$19.18
90%	\$18.17

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of January 2011, with full authority to do so and with full authorization from and on behalf of the City of Sheffield Lake, Ohio, and on behalf of the American Federation of State, County, and Municipal Employees (AFSCME) and Ohio Council 8 and Local 277 <sup>P.C.</sup>

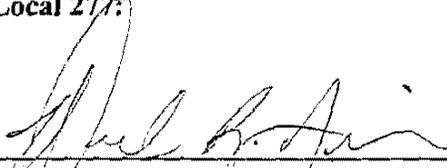
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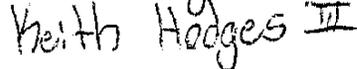
**City of Sheffield Lake:**

  
By John Piskura, Mayor

  
David Graves, Law Director

**American Federation of State, County, and Municipal Employees and Ohio Council 8 and Local 277:**

  
By Mark Davis, Staff Representative

  
Patrick Hastings, Chapter Chairperson  
  
Keith Hodges III  
  
Keith Hodges III

**LETTER OF AGREEMENT**

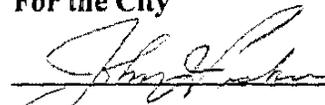
The City of Sheffield Lake, hereinafter "City," and Local # 277, Ohio Council 8 of the American Federation of State, County, and Municipal Employees, hereinafter "Union," do hereby agree to the following:

The City hereby agrees to meet and confer with the Union prior to awarding a subcontract for any work which in the normal course of City business is performed by the Union.

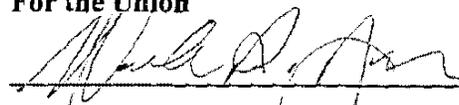
The extent of the work so subcontracted shall not cause:

1. Lack of work for full-time bargaining unit employees.
2. The elimination of regular full-time hours for full-time bargaining unit employees.
3. Any full-time bargaining unit employee to be laid off.

**For the City**

  
\_\_\_\_\_  
Date \_\_\_\_\_

**For the Union**

  
\_\_\_\_\_  
Date \_\_\_\_\_

This Letter of Agreement shall be effective upon execution and shall terminate on \_\_\_\_\_