

1280-04

AN AGREEMENT

STATE EMPLOYMENT
RELATIONS BOARD

2012 APR -9 A 9 58

K # 28320

12-MED-01-0011

Between

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,

18S

And

CITY OF PAINESVILLE

EFFECTIVE: April 1, 2012

EXPIRES: March 31, 2015

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ARTICLE I AGREEMENT

1.01 This Agreement is made and entered into by and between the City of Painesville, hereinafter referred to as the "Employer," and Local No. 18S, International Union of Operating Engineers, hereinafter referred to as the "Union," located in the Public Works Department, Water Treatment & Distribution Departments, Parks, Cemeteries, and Recreation Department, Utilities Department and the Water Pollution Control Department of the City.

1.02 The parties hereto agree to the following terms for a new three-year Collective Bargaining Agreement as follows:

a. The term of this Agreement shall be from April 1, 2012 to March 31, 2015.

b. With respect to wages, the parties agree that the current wage rates shall remain in effect without increase for the first and second years of the contract, i.e., April 1, 2012 and April 1, 2013. On or about April 1, 2014, the parties agree that there will be a wage re-opener only so that the parties can discuss wage increases and/or decreases.

c. In all other respects, the previous contract under date of April 1, 2009 to March 31, 2012 with exhibits and attachments, shall remain in full force and effect, except as modified by this Agreement and/or where necessary to effectuate the terms of this Agreement. The referred to previous Agreement is attached hereto as Exhibit A and incorporated by reference herein.

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ARTICLE I

AGREEMENT

1.01 This Agreement is made and entered into by and between the City of Painesville, hereinafter referred to as the "Employer", and Local No. 18S, International Union of Operating Engineers, hereinafter referred to as the "Union", located in the Public Works Department, Water Treatment & Distribution Departments, Parks, Cemeteries, and Recreation Department, Utilities Department and the Water Pollution Control Department of the City.

ARTICLE II

PREAMBLE

2.01 As evidence of their determination to secure mutually beneficial stabilized and harmonious employment relations, each of the parties acknowledges and accepts responsibility for the fulfillment of their respective obligations under this Agreement and pledges full cooperation in carrying out its provisions.

2.02 It is the general intent and purpose of the parties hereto that this Agreement shall set forth the rates of pay, hours of work and working conditions, and other matters set forth herein and contain the complete Agreement between the parties for the term of this Agreement. It is also recognized that the male pronoun or adjective where used herein refers to the female also unless otherwise indicated.

2.03 It is further understood that this Agreement can only be added to, detracted from, altered, amended or modified by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

2.04 In a continued effort to secure these desired relations as specified above there shall be maintained a Labor-Management Committee, at each of the listed departments in Article I, to work on those issues not deemed to be covered by intent and or purpose of this Agreement. This Committee shall consist of two (2) representatives from the Union and two (2) representatives from the City. This Committee shall not add to nor detract from, nor determine any aspect of this Agreement. It shall meet at regularly scheduled times as it may decide, however, it shall also meet within forty-eight (48) hours when notice is given by either party. In addition, this Committee shall either act as, or appoint the members of the Safety Committee.

ARTICLE III

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act for all full-time employees employed in the Public Works, Water Treatments and Distribution, Parks, Cemeteries, Recreation, Utilities and Water Pollution Control Departments occupying the positions of Parking Cashier, Parking Enforcement Cashier, Custodian I, Maintenance Worker I, Public Works Guard, Meter Reader, Custodian II; Maintenance Worker II, Automotive Service Worker, Automotive Maintenance Worker, Utility Service Worker, Maintenance Crew Leader, Water Pollution Control Plant Operator I, Water Treatment Plant Operator I, Utility Service/Maintenance Worker, Treatment Plant Mechanic I, Heavy Equipment Operator (deleted after attrition), Sign Fabricator, Automotive Maintenance Mechanic, Treatment Plant Mechanic II, Treatment Plant Mechanic/Electrician, Water Operations/Maintenance Technician, Parking, Traffic Technician, Stores Clerk/Building and Grounds Worker and Laboratory Technician I, excluding all part-time, seasonal, and temporary employees.

ARTICLE IV

MANAGEMENT RIGHTS

4.01 The management and direction of the work force are vested solely in the Employer and shall not in any way be abridged except by specific restrictions as are set forth by this Agreement.

4.02 The Union recognizes that the management of the Employer's business includes but is not limited to the assignment and direction of the working force, the determination of the number of shifts, hours of shifts, and qualifications of employees to be employed or retained by the Employer, the right to hire, suspend, discharge, discipline for just cause, promote, demote, layoff or transfer employees, to make operational improvements, and to maintain reasonable and proper discipline and work rules, and efficiency in accordance with the provisions of this Agreement.

4.03 Due to the nature of its business, the City shall have the right to require any employees to perform temporary which he has not generally been performing and for which he is qualified. All employees must perform all such duties assigned to them. In addition, the City's managerial staff or supervisory personnel shall be permitted to perform in relief for any and all duties of any Union employee during emergencies, or for training purposes.

4.04 The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, the Employer thereby retaining all rights not otherwise specifically covered by this Agreement, regardless of whether or not the same have been heretofore exercised. All of the rights, powers, and authority the Employer had, prior to the signing of this Agreement are retained by the Employer and remain the exclusive right of management without limitation.

4.05 The Employer will provide the Union all job postings for bargaining unit positions before they are posted.

ARTICLE V

NON-DISCRIMINATION

5.01 In the desire to restate their respective policies, neither the City nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, national origin, or because he or she is handicapped, disabled as per the American with Disabilities Act of 1990, or a veteran.

5.02 There shall be no discrimination by the City or any of its agents against any employee because of membership in the Union. Likewise, there shall be no discrimination by the Union or any of its agents against any employee because of non-membership in the Union.

ARTICLE VI

CHECK-OFF

6.01 A new employee must, as a condition of continued employment, elect to participate or not to participate in the Union after thirty (30) days of employment with the City, and must present to the Employer a signed authorization card indicating his decision.

6.02 The City agrees, upon receipt of the signed authorization card to deduct from the employee, a dues amount or a Fair Share fee on a monthly basis. Fair share fees will be made in accordance with O.R.C. Section 4117.09 (C). This deduction shall be for the month in which the card becomes effective, and will be deducted from the first and second pay period of each month. There will be no deductions taken without a signed authorization card in effect.

6.03 The City shall, upon receipt of a detailed and itemized invoice from the Union remit the invoiced amount to the Union officer as designated by the Union.

6.04 Employees with valid objections to joining or supporting a Union based upon religious beliefs, shall be required to pay, in lieu of a monthly Union dues, equivalent sums to a non-religious charitable organization exempt from taxation under Section 501(c) (3) of the IRS code. The validity of said religious exemption shall be determined solely by the Union, and all manner of deduction from the employee's pay will remain as with the rest of this Article.

6.05 The Union agrees that the City assumes no responsibility in connection with the deduction of monies as set forth in this Article, except as in the remittance of the billed amounts as presented by the Union. The Union further agrees to indemnify and save the City harmless against any suits, demands, claims, or other forms of liability which can and shall arise out of or by reason of action taken and/or not taken by the City in the execution, authorization, or assignment as set forth in this Article.

ARTICLE VII

UNION REPRESENTATION AND VISITATION

7.01 The City recognizes the right of the Union to designate a job steward, alternate steward, and a chief steward for the Bargaining Unit.

7.02 The job steward shall obtain prior approval of his supervisor before leaving his work place for purposes of investigating a grievance or attending to Union business, and will report back to supervisor immediately upon completion of such duties. Any reasonable request shall be granted provided that it does not interfere with efficient operations. Excessive time consumed by stewards handling Union matters shall not be subject to compensation by the City, and in no instance shall such investigative time be considered in the computation of overtime.

7.03 The Business Manager of the Union shall be permitted to enter the City's premises during regular working hours. The supervisor shall be notified upon arrival and prior to any transaction of business. At no time shall such visitation interfere with the work requirement of any employees, or disrupt operations in any way unless expressly permitted by the city.

7.04 The City will permit the Union to place a reasonable number of bulletin boards, at Union expense, in non-public areas of the work place of the Bargaining Unit.

7.05 The City will for the expressed length of this Agreement allow the Union to hold its monthly meetings in the Public Works lunchroom, located at the Storrs St. complex, or other designated area mutually agreed upon by the City and the Union, after normal working hours of the employees covered by this Agreement.

ARTICLE VIII

PROHIBITION OF STRIKES AND LOCKOUTS

8.01 The Union hereby agrees that neither the Union nor any of the employees forming part of the Bargaining Unit covered by this Agreement shall indirectly authorize, assist, encourage, or in any way engage or participate in strikes of any kind. For the purposes of this Agreement, the term strike shall include a slowdown, sit-down, walk-out, interruption or stoppage of work. If such strike occurs, or if the employee or employees violate the provisions of this Article, the Union agrees to immediately and publicly disavow, any sponsorship and/or authorization of such strikes.

8.02 The City agrees that there will be no lockouts during the term of this Agreement.

8.03 A complete or partial reduction in operations by the Employer for economic reasons or other compelling business reasons shall not be considered a lockout.

ARTICLE IX

GRIEVANCE PROCEDURE

9.01 It is agreed that neither the City, its representatives and supervisors, nor the Union, will attempt to bring about the settlement of any contractual issue by means other than the grievance procedure.

9.02 A grievance is a dispute or difference between the City and the employee covered by this Bargaining Agreement, concerning the interpretation and/or application of this Agreement. The following procedures shall apply to the administration of all grievances filed under this Agreement, and shall be presented in accordance with the steps outlined below:

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisors of the possible grievance within seven (7) working days of the occurrence of the facts giving rise to the grievance. This notification shall be in writing, and shall state the aggrieved employee's name, position, date of alleged grievance, and the portion of the Agreement in question giving rise to this grievance. The presentation of this grievance shall be in the employee's own hand and signed by the steward. The supervisor will schedule an informal meeting within seven (7) working days after the receipt of the grievance, with the employee, and his steward if requested by the employee, to discuss the issues in dispute with the objective of resolving the matter informally. The original grievance shall be returned to the employee, along with a written reply of the meeting will be given to the employee, the Chief Steward, and the Employer.

Step 2:

If no satisfactory settlement is reached at the first step meeting, the grievance may be appealed to the Department/Division Head, or other City designate, and the Chief Steward within seven (7) working days after receiving the reply of the first step meeting. The appeal shall restate the grievance, and shall include proposed remedy sought by the aggrieved party. The answer from the second step meeting, shall be reduced to writing, and given to the aggrieved party and Union Chief Steward within seven (7) working days after the meeting.

Step 3:

If no satisfactory answer is reached at the second step meeting, the grievance may be appealed to the City Manager and the Local Union Business Representative or their designated alternates within seven (7) working days after the reply in the second step is rendered. The appeal shall be reduced to writing, shall contain the original grievance and all subsequent answers/decisions, and be in the employee's own hand. Within seven (7) days, the parties will set a date for a meeting after the receipt of the appeal, and a written reply shall be issued as a result of this meeting within twenty-one (21) working days following the hearing of the grievance. If no agreement can be reached by the parties as the result of such meeting, the grievance may be submitted to arbitration at the option of the Union or the Employer upon written notice of either party to the other within seven (7) working days after the receipt of the decision in the third step meeting.

9.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding, and any grievance not timely presented, or timely processed hereafter, shall not be considered a grievance under this contract, and shall not be arbitrated. A failure by the Employer to respond in the above outlined procedure within the times stipulated will result in the grievance being advanced to the next step of the grievance procedure, with the Employer notifying the Union of a no decision and a meeting so scheduled at this time.

9.04 Nothing in this Agreement prohibits an employee from personally bringing matters of a personal nature or concern to the attention of the appropriate officials of the City.

ARTICLE X

ARBITRATION

10.01 In the event a grievance is submitted to arbitration, the parties will attempt to select an impartial arbitrator. If agreement on the impartial arbitrator cannot be reached within seven (7) days of the notice to arbitrate, the selection of an arbitrator shall be in accordance with Section 2 hereof.

10.02 The parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial arbitrators. The Employer shall strike one (1) name from the list, after the Union shall strike one (1) name. The above process shall be repeated until one (1) person remains on said list. The person remaining on said list shall serve as arbitrator.

10.03 The arbitrator will then make his finding and render his decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, vary, or remove any provision of this Agreement which establishes an implied limitation upon the Employer which is herein not specifically set forth. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

10.04 The arbitrator's fees shall be borne by the losing party. Neither party shall be responsible for any of the expenses incurred by the other party.

10.05 The decision of the arbitrator shall be binding and final upon the Employer, the Union, and the employees covered by this Agreement.

10.06 Awards of settlement of grievances shall in no event be made retroactive beyond the date of which the grievance was first presented in Step 1 of the Grievance Procedure. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator as the case may be, less any unemployment compensation or other compensation that the aggrieved party, or parties may have received from any source during the period for which back pay is claimed.

ARTICLE XI

NORMAL WORK WEEK

11.01 The normal work week shall consist of seven (7) consecutive twenty-four (24) hour periods during which an employee shall be assigned to any five (5) eight (8) hour work days. This applies to all full-time employees. This does not under any circumstance guarantee the number of hours an employee may be required to work, nor does it guarantee forty (40) hours of work in each week. This section is for definitional purposes only.

11.02 The hours of work in the normal work week for each occupational group shall apply to all classes of the group, except those classes where the normal work week upon which compensation is based is otherwise specifically indicated.

11.03 The City shall, whenever possible, give an employee seventy-two (72) hours notice before they make any changes in an employees normal work week schedule. In the event seventy-two (72) hours cannot be given, the employee will receive as much advance notice as is mutually agreeable, however, this time will not be considered for "doubleback", call-in of any kind, etc.

ARTICLE XII

COMPENSATION PLAN

12.01 The probationary period for all newly hired employees shall be one (1) year. The promotional probationary period and lateral transfer probationary period shall be six (6) months. Any employee demoted to a lower classification shall also be required to serve a six (6) month probationary period. Newly hired employees shall have no seniority during probationary period, however, upon completion of the probationary period, seniority shall start from the date of hire. An increase in class grade without a change in class title shall not constitute a promotion within the meaning of this section.

The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees or to reduce promotional probationary employees. Discharged or demoted promotional probationary employees shall have the right to an appeal through the grievance process. Promotional probationary and/or laterally transferred employees may elect to revert to his former position within six (6) months and such action as described in this paragraph shall not be appealable through any Grievance or Arbitration Procedure herein contained.

12.02 Should an employee within a position requiring specific licensure/certification within a specific time frame be unable to obtain said licensure/certification, the above mentioned provision of "bumping-down" will not apply. That employee will be terminated.

12.03 In any case where an employee is qualified for and assigned by management to serve in a supervisory capacity, and if said employee shall perform these services for four (4) or more continuous hours regardless of shift, such employee shall be paid the higher of:

- a) The entrance rate of the higher assigned position/classification, plus any applicable shift differential, or,
- b) A rate in a higher assigned classification which is equal to or the first/next rate in the new classification which is higher than the employee's current classification, plus any applicable shift differential.

Provided, however, the above provisions shall not apply if the class specifications specifically provide that it is part of the employee's normal duties to assume the responsibilities of the higher classification position in the absence of the employee holding the position, nor shall this plus rate be based upon job classification. It shall be for work performed, not classification held.

12.04 When an employee is required to work overtime, either in a supervisory capacity and/or for work in a higher classification; such overtime shall be paid at the higher rate for each hour(s) or portions thereof worked in that capacity.

12.05 In the event the employee is assigned by management to be in charge of a crew of two (2) or more employees in positions of the same classification, such employee shall be paid at the same step in the next higher grade, provided, however, the assignment is for a period of four (4) or more continuous hours except for heavy equipment operation in Public Works, where the rate will be on the face of the clock). The Heavy Equipment Operator will be deleted after attrition but the Maintenance Worker II's will be paid the plus rate for running the front-end loader.

12.06 An employee may be temporarily assigned to work at any position in the same or lower classification without a change in pay rate.

12.07 The rate of compensation on a promotion, unless otherwise specifically authorized, in any case where an employee is promoted to a classification with a higher compensation level, the employee shall be paid on the basis of the higher of the following:

- a) The entrance rate for the new position, or;
- b) A rate in the grade for the new position which is equal to, or the first rate higher than the same step in the next highest grade above the employee's previous grade.

Subsequent advancement through the compensation schedule shall be as determined by the compensation schedule.

12.08 Longevity pay for all employees who have ten (10) years of service and are receiving longevity payments on April 1, 1997 shall be as follows:

- a) All employees who have ten (10) years of service with the City shall receive a two and one-half (2 1/2%) percent increase on their rate.
- b) All employees who have fifteen (15) years service with the City shall receive a five (5%) percent increase on their rate.
- c) All employees who have twenty (20) years service with the City shall receive a seven and one-half (7 1/2%) percent increase on their rate.
- d) All employees who have twenty-five (25) years of service with the City shall receive a ten (10%) percent increase on their rate.

12.09 It is understood that longevity payments are based on satisfactory performance, meaning the employee has not been disciplined in the last six (6) months resulting in a loss of pay or benefits. The employee will be re-evaluated after six (6) months and if the employee has maintained satisfactory performance, the longevity will be paid.

12.10 Effective April 1, 1999 all employees who are not receiving longevity payments under the "percentage longevity" plan, shall become eligible for annual longevity payments pursuant to the below schedule, only.

- a) All employees who have ten (10) years of service with the City shall receive a one thousand three hundred dollar (\$1,300.00) increase.
- b) All employees who have fifteen (15) years service with the City shall receive a one thousand eight hundred dollar (\$1,800.00) increase.
- c) All employees who have twenty (20) years service with the City shall receive a two thousand three hundred dollar (\$2,300.00) increase.
- d) All employees who have twenty-five (25) years service with the City shall receive a two thousand eight hundred dollar (\$2,800.00) increase.

For overtime purposes, the longevity payment shall be divided by 2080 and added to the employee's base rate of pay.

Employees shall be eligible to receive the annual longevity as provided in this provision on their anniversary date. Employees may elect to have longevity payments put in the deferred compensation program to the extent permitted by law, provided such employee notifies the City of such election at least thirty (30) days prior to his anniversary date.

12.11 When a rate adjustment is to be made for any employee covered by this Agreement said adjustment shall become effective the first day of the pay period in which the adjustment is granted.

12.12 The Compensation Plan for employees covered by this Agreement shall be hereby adopted according to the following. It is understood all step increases are based on satisfactory performance, meaning the employee has not been disciplined in the last six (6) months resulting in a loss of pay or benefits. The employee will be re-evaluated after six (6) months and if the employee has maintained satisfactory performance, the step increase will be granted. All members covered by this agreement shall have their paychecks direct deposited.

Employees shall receive the following wage schedule and advance through the step procedure on an annual basis as follows:

BI-WEEKLY HOURLY RATES EFFECTIVE 4/1/09 2%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
5	12.7903	13.4299	14.1015	14.8062	15.5470	16.3240
6	13.4299	14.1015	14.8062	15.5470	16.3240	17.1398
7	14.1015	14.8062	15.5470	16.3240	17.1398	17.9977
8	14.8062	15.5470	16.3240	17.1398	17.9977	18.8974
9	15.5470	16.3240	17.1398	17.9977	18.8974	19.8421
10	16.3240	17.1398	17.9977	18.8974	19.8421	20.8344
11	17.1398	17.9977	18.8974	19.8421	20.8344	21.8759
12	17.9977	18.8974	19.8421	20.8344	21.8759	22.9701
13	18.8974	19.8421	20.8344	21.8759	22.9701	24.1179
14	19.8421	20.8344	21.8759	22.9701	24.1179	25.3241

BI-WEEKLY HOURLY RATES EFFECTIVE 4/1/10 2%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
5	13.0461	13.6985	14.3835	15.1023	15.8579	16.6505
6	13.6985	14.3835	15.1023	15.8579	16.6505	17.4826
7	14.3835	15.1023	15.8579	16.6505	17.4826	18.3576
8	15.1023	15.8579	16.6505	17.4826	18.3576	19.2753
9	15.8579	16.6505	17.4826	18.3576	19.2753	20.2389
10	16.6505	17.4826	18.3576	19.2753	20.2389	21.2511
11	17.4826	18.3576	19.2753	20.2389	21.2511	22.3134
12	18.3576	19.2753	20.2389	21.2511	22.3134	23.4295
13	19.2753	20.2389	21.2511	22.3134	23.4295	24.6003
14	20.2389	21.2511	22.3134	23.4295	24.6003	25.8306

BI-WEEKLY HOURLY RATES EFFECTIVE 4/1/11 2%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
5	13.3070	13.9725	14.6712	15.4044	16.1751	16.9835
6	13.9725	14.6712	15.4044	16.1751	16.9835	17.8323
7	14.6712	15.4044	16.1751	16.9835	17.8323	18.7248
8	15.4044	16.1751	16.9835	17.8323	18.7248	19.6608
9	16.1751	16.9835	17.8323	18.7248	19.6608	20.6437
10	16.9835	17.8323	18.7248	19.6608	20.6437	21.6761
11	17.8323	18.7248	19.6608	20.6437	21.6761	22.7597
12	18.7248	19.6608	20.6437	21.6761	22.7597	23.8981
13	19.6608	20.6437	21.6761	22.7597	23.8981	25.0923
14	20.6437	21.6761	22.7597	23.8981	25.0923	26.3472

12.13 The following positions shall be assigned to the following class grades:

<u>Distribution</u>	<u>Class</u>
Parking Cashier	5
Custodian I	5
Parking Enforcement Cashier	6
Maintenance Worker I	7
Public Works Guard	7
Stores Clerk/Building and Grounds Worker	8
Meter Reader	8
Custodian II	8
Maintenance Worker II	9
Automotive Service Worker	9
Automotive Maintenance Worker	9
Parking and Traffic Technician	9
Utility Service Worker	10
Maintenance Crew Leader	10
Water Pollution Control Plant Operator I	10
Utility Service/Maintenance Worker	10
Treatment Plant Mechanic I	10
Laboratory Technician I	10
Water Treatment Plant Operator I	10
Heavy Equipment operator (deleted after attrition)	11
Sign Fabricator	11
Water Operations/Maintenance Technician	11
Automotive Maintenance Mechanic	13
Treatment Plant Mechanic II	13
Treatment Plant Mechanic/Electrician	14

ARTICLE XIII

OVERTIME WORK AND PAY TYPES

13.01 A Department Head may prescribe, with the approval of the City Manager, reasonable periods of overtime work to meet operational needs. Such overtime must be reported and justified as required by the City Manager.

13.02 Employees paid on an hourly basis, and covered by this Agreement shall be paid at one and one-half (1 1/2) times their regular hourly rate for any hours worked in excess of eight (8) regular hours in one day, or forty (40) regular hours in one week. A change in shift whereby an employee works in excess of eight (8) hours within a twenty-four (24) hour period, the hours worked on the changed shift do not qualify as overtime hours.

13.03 Overtime opportunity will be distributed as equally as is possible (at various job locations) amongst those employees regularly performing work on which overtime is necessary.

13.04 No employee shall be required to work more than two (2) consecutive shifts, (his own and one other) unless mutually agreed by the employee and supervisor to work.

13.05 All regular full-time employees will be offered overtime opportunities before any summer/part-time employees are offered overtime.

13.06 In the event of the necessity of overtime, and all contacted parties refuse the offered overtime opportunity, or will be delayed in arriving to begin the overtime, the least senior qualified employee on the shift will be required to work the overtime, and such overtime is mandatory. If the least senior employee is scheduled to be on vacation, birthday, holiday or personal day the working day before or working day after this overtime opportunity he shall not be mandated to work the overtime.

13.07 For the purposes of determining hours worked to qualify for the overtime payment calculation, the following shall apply:

- a) The normal work week schedule will not be the determinate, rather it is when the employee goes beyond forty (40) hours in a week. (For these purposes there will be no duplicating, pyramiding, doubling of hours).
- b) Holidays: A holiday shall be considered a day worked for purposes of determining eligibility for overtime hours worked BEYOND forty (40) hours per week. Pay for overtime hours worked and or work on a holiday shall not be duplicated, pyramided, or counted again for the purpose of computing overtime pay.
- c) Vacation: Vacation time shall be considered as time worked for purposes of determining eligibility for overtime pay for hours worked BEYOND forty (40) hours per week. Pay for overtime hours worked and or work on a vacation day shall not be duplicated, pyramided, or counted again for purposes of computing overtime pay.
- d) Sick Leave: Sick leave hours taken shall be considered as time worked for the purpose of determining the eligibility for overtime pay hours worked forty (40) hours per week. These hours as well as hours in Section c of this Section may only be considered if they occur within the body of the work week and in no instance can they be used for this purpose on the "tail end" of any week, or paid at a overtime rate for time spent away from work.
- e) Absence: Any other absence not provided for above shall not be construed as time worked for purposes of determining eligibility for overtime pay hours beyond forty (40) hours per week.
- f) Emergency call-out, as per FLSA will not be accrued against hours worked for overtime purposes/calculations. Call-out will not count towards overtime pay.

13.08 Hourly rated employees who are required to work in excess of sixteen (16) consecutive hours within a twenty-four (24) hour period as defined above, shall be entitled to an eight (8) hour rest. After an employee works sixteen (16) consecutive hours, the employee's next regularly scheduled shift is rescheduled and the employee will be notified at the end of their sixteen (16) hours when their next shift will begin.

13.09 In the event the employee is required to work during the rest period as set forth in Section 13.08 above, such employee shall be paid at a double-time rate for all actual hours worked during the rest period until relieved from further-duty.

13.10 Employees covered by this Agreement who report to work on their regularly scheduled work day shall be paid eight (8) hours at straight time for that day in the event scheduled work is not available.

13.11 Employees covered by this Agreement who are scheduled to work on their normally scheduled day off and who report to work at the scheduled time shall be paid three (3) hours at straight time in the event scheduled work is not available, unless notified not to report for the scheduled work by starting time on the shift immediately prior to the normally scheduled day off.

13.12 An employee shall be subject to emergency call-out for non-scheduled work. All such call-out time shall be at the rate of time and one-half (1 1/2) their normal rate. The minimum payment for such call-out shall not be less than three (3) hours, and time begins when the employee reports to work. The rate of pay for call-outs on holidays is governed by section 17.01. Call out time shall not apply to hours that abut the start or finish of a shift.

13.13 Employees covered by this Agreement who are ordered to stand by for possible call outs shall be paid for each such eight (8) hour stand by, two (2) hours at time and one half (1 1/2) their normal rate. This time is not subject to overtime pay or calculation.

13.14 All Employees shall be entitled to one (1) fifteen (15) minute break at a place and time as designated by supervision midway between starting time and the lunch break and one (1) fifteen (15) minute break midway between the lunch break and quitting time.

ARTICLE XIV

REQUIREMENTS AS TO CONTINUITY OF SERVICE

14.01 Service requirements for advancement within the compensation schedules and for other purposes as specified in this ordinance shall have the implication of continuous service, which means employment within the City service without break or interruption. Leave of absence with or without pay of not to exceed thirty-one (31) days shall not interrupt continuous service nor be deducted there from. Leave of absence without pay in excess of thirty-one (31) days, except for extended service with the Armed Forces of the United States, shall be deducted in computing total service, but shall not serve to interrupt continuous service.

14.02 All absences without leave in excess of one (1) day shall be deducted from, and all absences without leave in excess of three (3) days shall interrupt continuity of service. In the case of repeated absences without leave, the City Manager may consider the service of the employee interrupted and shall have the record of the employee to show the same.

14.03 Where the services of an employee have been terminated by the City for economic reasons and said employee continues to perform services for the City although paid under a State or Federal program, and said employee is subsequently rehired by the City during or immediately after the expiration of said State or Federal program shall be included as a part of length of service with the City and shall not constitute an interruption of City service for any purpose within this Article.

ARTICLE XV

**STRAIGHT TIME PAY FOR MEETINGS DURING
REGULAR WORKING HOURS**

15.01 All employees shall be paid at their established straight time rates for the time spent during regular working hours at all meetings which the City requires them to attend.

15.02 Employees (not to exceed two (2), the grievant and the steward), representing a Union shall be paid at their established straight time rates for time spent during regular working hours at any meetings held with the City pursuant to the grievance process.

15.03 Employees (not to exceed four (4) including the steward) representing the Union shall be paid at their established straight time rates for time spent during their regular working hours at any meetings held with the City for the negotiation of the Collective Bargaining Agreements.

15.04 An employee not to exceed one (1) representing a Union, shall be paid at his/her established straight time rate for the time spent during regular working hours at an authorized Union related seminar/conference, the purpose of which is ultimately to benefit City employees.

ARTICLE XVI

SICK PAY

16.01 Each full-time employee shall be entitled, for each eighty (80) hours of regular time service per pay period, to sick leave credit of 4.6 hours with pay. Said unused sick leave shall accrue and be cumulative without limit.

16.02 An employee on an assigned shift, reporting off work due to illness, must notify the shift supervisor at least one (1) hour prior to his starting time on each day he is absent. When the employee has been absent for all or part of his shift, he shall be considered on sick leave until he notifies the shift supervisor that he will report on his next regularly scheduled shift, and such notification shall be at least four (4) hours prior to the starting time of that shift. If circumstances are such that the employee has been unable to make this notification before the four (4) hour time limit, and at the time that he does contact his supervisor arrangements for filling his job have not been completed, the employee shall be allowed to report to work, provided, he states that he will come in on time, and any other conditional releases have been met.

16.03 An employee eligible for sick leave with pay may use such sick leave upon the approval of the City Manager, only for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees upon the discretion of the Department Head, authorized maternity leave/adoption leave, and illness of an immediate family member.

16.04 In the event of illness in the employee's immediate family, such use of sick leave will be restricted and governed by the following:

- a) The employee's immediate family shall mean only the employee, spouse, parent, child or step-child. Such leave shall be limited to ten (10) days annually. However, leave will not be exhausted if an immediate family member requires medical treatment or is hospitalized.
- b) In the event of a death in the employee's "extended" family and upon extenuating circumstances, sick leave may be used to extend the authorized bereavement leave, however such extension may not exceed two (2) days.

Extended family for purposes of this provision shall mean only parents or parents-in-law, spouse, child or step-child, brother, sister, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, and legal guardian or other person who stands in place of a parent (loco parentis).

16.05 When sick leave is used, it shall be deducted from the employee's accrual on the basis of one (1) hour for every one (1) hour or fraction thereof. There will be no fractional crediting of hours.

16.06 Employees with a sick leave balance in excess of three hundred (300) hours during a twelve (12) month rolling calendar will be paid at one hundred percent (100%) of their rate. Employees whose balance is below three hundred (300) hours, and have exceeded eighty (80) hours of sick leave in a rolling calendar year, will be paid at eighty percent (80%) of their regular rate. Sick leave balances will not automatically renew at the beginning of the regular calendar year. Employees' sick leave will be determined on a rolling calendar basis and sick leave accrues at the rate of 4.6 hours per eighty (80) hours of work with the thirteenth month's use of sick leave dropping off and the new month added in. Sick leave prior to and subsequent to a hospitalization or sick leave receiving documented medical care, will be paid at one hundred percent (100%) the employee's regular rate. An employee's inability to work may be verified by the employee's physician. New employees, years one through four, will have the sick leave paid at one hundred percent (100%). The rolling calendar will begin on May 1, 2009.

A rolling calendar year is calculated by looking back at the previous twelve (12) months. At the end of every month, the previous twelve (12) months are considered to be a new "year," and the total usage for the "year" is recalculated. For example, starting with the end of a calendar year, data from January through December are added to give a twelve (12) month (annual) total. However, at the end of the next month (January), there will be thirteen (13) months of data. You do not want to start a new year over from zero, and you do not want a thirteen (13) month total. You do want a twelve (12) month total at the end of this month and every future month. To keep a twelve (12) month total, take the "old" total (January through December), subtract last January's date and add this January's data to get a new total for February through January (still twelve (12) months). At the end of February, subtract last February's data and add this February's data to get the new total from March through February (still twelve (12) months). Continue this way at the end of every month. This procedure always leaves you with twelve (12) months in total, and allows you to check your "twelve (12) month rolling total" with your annual/yearly limit every month throughout the calendar year.

16.07 An employee on sick leave shall furnish a written signed statement to his supervisor to justify the usage of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the sick leave usage. If absence due to illness or injury exceeds three (3) working days, a certificate from a licensed physician stating the nature of the illness or injury shall be required to justify the sick leave usage. If the illness or injury continues to seven (7) or more calendar days, weekly written statements from a licensed physician stating the nature of the illness or injury, and a prognosis for recovery will be required to justify the use of sick leave. If the City Manager believes there is reason to doubt the employee's actual sickness, he may require evidence thereof and if such evidence would not convince a reasonable man of the fact of the illness, sick leave will not be granted.

16.08 Any employee inappropriately claiming sick leave allowance from work shall not be paid and be subject to disciplinary action up to and including termination. Any abuse, excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

16.09 An employee who is laid-off from employment with the City may, if reappointed, have available for his use any unused sick leave existing at the time of his lay-off. An employee who transfers from one position to another, or from one public agency to another in the State of Ohio, shall be credited with the unused balance of his sick leave accrual, but not to be in an amount in the excess of the accrual limit set forth and effective for the employees of the City.

16.10 It is the intent of the City and the Union to provide a sick leave time donation program to allow employees to voluntarily assist their co-workers who have exhausted all their paid leave and are in critical need of leave due to serious illness or injury of the employee or a member of the employee's immediate family up to a total of sixty (60) working days.

On a voluntary basis, employees may donate leave to a fellow employee who is otherwise eligible to accrue and use sick leave. An employee may receive donated leave, per pay period, equal to the number of hours the employee is scheduled to work each pay period. Donated leave will be subject to the conditions in this Article:

In no way may donated leave be converted into a cash benefit. Leave will be donated and used on an hour for hour basis and employees using donated leave will be considered on sick leave and be entitled to any benefits to which they otherwise would be entitled.

If an employee exhausts all his time off, he may apply to the bargaining unit for the number of hours needed to cover the employee's upcoming payroll period, and the estimated date the employee will be able to return to work. The bargaining unit will then verify with the Employer's supervisor. If any members wish to voluntarily donate leave, the bargaining unit will supply the City Manager or his designee with a schedule, in a form agreed to by the donating individuals and their number of hours to be applied as donated sick leave.

Employees desiring to donate leave will certify the name of the employee for whom the donated leave is intended, the number of hours to be donated and that the leave is donated voluntarily with no provision that the leave will be returned.

Neither donating employees, receiving employees, nor the bargaining unit, shall have the right to grieve/arbitrate any or all issues regarding the application of this Article/Section. Further, the bargaining unit releases the City of any and all liability that may arise from the application and utilization of this Article.

ARTICLE XVII

HOLIDAYS

17.01 All full-time employees in an active pay status (receiving a paycheck) covered by this Agreement shall receive their regular compensation for the following holidays, or part thereof. Any employee on military leave will remain on active pay status for 408 hours or, if called to a tour of active duty, shall receive a single extension up to one year for only the first call into service. If a holiday falls on the employee's regularly scheduled day off, he shall celebrate such holiday on his closest regularly scheduled working day after the holiday. If an employee is required to work a scheduled shift on a holiday he shall be paid at the rate of eight (8) hours straight time for the holiday, and time and one-half (1 1/2) for eight (8) worked on that holiday. Any hours worked before or after his shift will be paid at two (2X) times his straight time rate of pay and there shall be no compensating day off. An employee not scheduled to work shall be paid at the rate of eight (8) hours straight time for the holiday, and two (2X) times his straight time rate of pay for any hours worked on the holiday.

17.02 The following are the approved holidays:

- The first day of January (New Years Day)
- The third Monday of January (Martin Luther King, Jr. Day)
- The third Monday of February (President's Day)
- The last Monday of May (Memorial Day)
- The fourth day of July (Independence Day)
- The first Monday of September (Labor Day)
- The eleventh day of November (Veteran's Day)
- The fourth Thursday of November (Thanksgiving Day)
- The twenty-fifth day of December (Christmas Day)
- The employee's birthday (employee must notify supervisor no less than one (1) week nor more than one (1) month before in order that this day may be taken on or after the birthday, and approved in advance. For employees whose birthday falls within the last calendar quarter, may notify their supervisor under the same terms as above, in order to take this day within the last calendar quarter. Should the employee terminate his employment after taking this day, but prior to his actual birthday, this day will be deducted from his final pay.)
- The employee's choice (employee must notify supervisor no less than one (1) week nor more than one (1) month before the selected date in order that it might be approved in advance).
- A personal holiday, to be taken at the employee's discretion (employee must notify supervisor no less than one (1) week nor more than one (1) month before the selected date in order that it might be approved in advance; however, except that if the City Manager should declare that day at the beginning of the year, to be a given day, then all employees will celebrate that designated day, unless scheduled to work, and in that case straight time will be paid to all employees working and a compensating day off will be granted in accordance with the provisions set forth herein.

17.03 An employee shall forfeit all rights to his holiday pay for any such holiday if he has an un-excused absence on his last regularly scheduled work day preceding such holiday, or on his first regularly scheduled work day immediately following such holiday. Sick leave taken prior to and/or subsequent to a holiday will result in the loss of holiday pay on the third (3rd) occurrence, unless medical documentation is provided.

17.04 In addition to the above, any day may be designated as a holiday by proclamation of the President of Council upon approval of the City Council.

ARTICLE XVIII

VACATION LEAVE

18.01 Every employee covered by this Agreement, in an active pay status, except part-time and seasonal employees, shall earn and be granted, except as provided in Section 2, two (2) weeks of vacation leave with pay each calendar year to compensate for his full-time service performed with the City the previous full calendar year. Such vacation leave shall be exclusive of authorized holidays. Any employee on military leave will remain on active pay status for 408 hours or, if called to a tour of active duty, shall receive a single extension up to one year for only the first call into service.

- 18.02
- a) Employees who have completed five (5) years of continuous service with the City shall be granted three (3) weeks of vacation leave credit in lieu of the two (2) weeks provided for in Section 1.
 - b) Employees who have completed twelve (12) years of continuous service with the City shall be granted four (4) weeks of vacation leave credit in lieu of the two (2) weeks provided for in Section 1.
 - c) Employees who have completed eighteen (18) years of continuous service with the City shall be granted five (5) weeks of vacation leave credit in lieu of the two (2) weeks provided for in Section 1.

18.03 In the case of initial employment, employees shall be entitled to use vacation leave credit earned, only after the first anniversary date of their employment with the City.

18.04 Employees who have performed less than a full calendar year in the City service after June 1, 1955, as a result of initial employment, termination of employment, authorized leave of absence without pay, or a seasonal or temporary employment, shall earn vacation leave credit provided by Section 1 hereof, or Section 2, whichever is applicable, multiplied by one-twelfth (1/12) of the number of full calendar months worked during that calendar year, except in the case of termination of employment or completion of each seasonal or temporary assignment.

18.05 An employee of the City earning vacation leave credit currently, is entitled to have his/her prior service with the State of Ohio, or any of its political subdivisions, including prior City service counted as service with the City for purposes of computing the amount of his vacation leave credit. Such credit will be applied January 1, of the year following the completion of probation.

18.06 Notwithstanding provision to the contrary herein, in no case shall an initial employment or temporary employment, either of which is terminated within twelve (12) months of initial employment, for any reason, be granted any vacation leave.

18.07 Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee, and within the discretion of the Department Head, be charged against vacation leave credit already earned.

18.08 Each Department Head shall keep necessary records of vacation leave credit allowance and shall schedule vacation leaves with particular regard to seniority of employees and to accord with operating requirements and insofar as possible, with the written requests of employees.

18.09 Eligible employees who are actively employed on their fifth, twelfth, or eighteenth anniversary date of employment with the City shall have the vacation leave credit referred to in Section 2 of this Article applied retroactively to the first pay period of such anniversary year.

18.10 An employee retiring at age sixty-five (65) or an employee with ten (10) or more years of service with the City, the State of Ohio, or any of its political subdivisions, terminating employment with the City at any age, may elect to receive unused current year's vacation (earned during the previous years), and current year's accrued but unused vacation, not to exceed seven (7) weeks, as termination pay rather than scheduling such vacation leave during the period prior to the date of the termination. This election shall not extend the date of termination of employment with the City.

18.11 With the approval of the Department Head and the City Manager, an employee may carry forward from one year to the next, unused vacation not to exceed three (3) weeks.

ARTICLE XIX

BEREAVEMENT LEAVE

19.01 In the event of death in the employee's immediate family, the employee shall be granted bereavement leave of three (3) working days, not to effect the employee's sick leave credit balance. The three (3) days must include the day of the funeral. To be eligible the employee must attend, or make a bona fide effort to attend the funeral. Bereavement leave is not compensable when the employee is on special leave of absence. Family Medical Leave of Absence, maternity or adoption leave, or workers' compensation. These three (3) days may be extended as set forth in Section 4 of the Sick Leave provisions of this Agreement, Article XVI.

19.02 For the purposes of bereavement leave, immediate family shall mean: spouse, child, grandchild, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, legal guardian, or any person who stands in the place of a parent (loco parentis):

19.03 The Department Head may, at is discretion requiring verification of the relationship to the deceased, prior to granting/authorizing such leave, and in this instance, leave cannot be extended beyond the three (3) days.

19.04 The Department Head at his discretion may require verification of attendance from the funeral director, prior to granting/authorizing such leave, and in this instance, it may be extended the additional two (2) days per Article XVI.

ARTICLE XX

SHIFT DIFFERENTIAL

20.01 A shift differential shall be paid to employees working in jobs regularly assigned as second and third shift operations. The second shift differential shall consist of sixty-five (\$.65) cents per hour for hours actually worked during the regularly scheduled second shift. The third shift differential shall consist of eighty (\$.80) cents per hour for hours actually worked during the regularly scheduled third shift.

20.02 Shift differential will not be paid on "doubleback" situations.

20.03 The shift differential in effect at the start of the regularly scheduled shift will continue to be the differential paid as the result of overtime worked into another shift differential eligible shift.

20.04 Shift differential will not be paid on hours compensated (either worked or not worked) during emergency call-out.

ARTICLE XXI

WORKERS' COMPENSATION

21.01 An employee receiving a job related injury will be eligible to file a Workers' Compensation claim, and will receive continuation of salary for up to and including seven (7) months. The claim will be filed so as to allow for the payment of medical bills. After seven (7) months, the claim will be filed as a lost time claim with the Bureau of Workers' Compensation, and those wages paid to the employee by the Bureau will be offset by the City. This wage offset will continue and be in conjunction with the previous wage continuation for up to one (1) year, 12 calendar months, from the date of injury. After one (1) year, the employee will then be able eligible to use sick and or vacation in accordance with their available sick and or vacation balance.

21.02 Payment for lost time of one (1) to seven (7) days due to service connected injury or illness, shall not be taken from accumulated sick leave if it is determined that the lost time would have been covered under Workers, Compensation laws if it had extended beyond seven (7) days. To qualify for payment under this provision, the employee must require medical attention and a signed certificate from a licensed physician must be submitted along with a sick leave form weekly, to the City. Claims for treatment and medicine approved by the Bureau of Workers' Compensation also will be accepted as evidence of service connected illness or injury.

21.03 Subsequent medical attention after an employee returns to work from a service connected injury or illness requiring time away from work will be charged to the employee's sick leave until such time the Workers' Compensation Bureau approves the claim for such medical treatment, and notice thereof is provided to the City. At that point, the time taken from sick leave accrual of the employee will be credited back to the employee as appropriate, provided the following conditions are met:

The sick leave request submitted was accompanied by a certificate signed by the attending physician and indicating the date of treatment; and a copy of the Workers' compensation form submitted by the physician to the Bureau of payment to the physician is also attached. Should subsequent medical attention be required after six (6) months from the most recent medical treatment, an application to reactivate the claim must be filed through the Personnel Office.

Claims that are certified by the Bureau of Workers' Compensation as an aggravation of a preexisting injury and assigned the corresponding previous claim number will be treated likewise by the City when determining whether the injury is new for purposes of wage continuation for one (1) year, twelve (12) calendar months, from the date of injury. Employees in a Bureau of Workers' Compensation Rehabilitation Plan will have wages offset by the City for the duration of the Plan, regardless of when the injury occurred.

21.04 The City and the Union agree to accept and adopt House Bill 308 and subsequent addendums in an attempt to provide for and make all reasonable provisions for the health and safety of the employee during the hours of their employment. An employee will not be required to perform an assignment which he sincerely believes to endanger his safety as set forth by House Bill 308.

- 21.05
- a) The City may establish a modified work program designed to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to an on-the-job injury. Implementation of the modified work program shall be at the City's option and shall be in strict compliance with applicable federal laws and state workers' compensation statutes. Employees on modified work will receive wage continuation. The modified work assignment will be included in the calculation of lost time for the purpose of determining the filing date for lost time claims with the Bureau of Workers' Compensation seven (7) months from the date of injury.
 - b) The modified work shall be offered on a nondiscriminatory basis to those employees who have sustained an on-the-job injury and who have received a medical release from the attending physician setting forth the limitations under which the employee may perform such modified work.
 - c) Modified work shall be restricted to the type of work that is not expected to result in a re-injury and which can be performed within the medical limitations set forth by the attending physician. It is understood and agreed those employees who, consistent with professional medical evaluations and opinion, may never be expected to receive an unrestricted medical release, shall not be eligible to participate in a modified program.

ARTICLE XXII

MILITARY LEAVE

The employer and employee agree to follow USERRA and state law.

ARTICLE XXIII

SPECIAL LEAVE

23.01 The City Manager may authorize special leaves of absence without pay or with pay for any periods not to exceed three (3) calendar months in any one calendar year for the following purposes:

- Attendance at college, university, or business school for the purpose of training in subjects related to the work of the employee and the City service;
- Urgent personal business requiring the employee's attention for an extended period of time such as settling of an estate, liquidating of a business, serving on jury duty and attending court as a witness; and,

For purposes other than the above which are deemed beneficial to the City service.

23.02 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employee shall continue to receive health care insurance with the same conditions as set forth in Article XXVI, but shall not receive any other benefit.

23.03 The Employer may require an employee to use accrued vacation, holidays or sick leave which shall be inclusive of the twelve (12) weeks of FMLA leave. Employees may designate forty (40) hours of accrued sick leave and forty (40) hours of accrued vacation leave not to be deducted as FMLA leave at their option. Such sick leave and vacation "banks" under this Article shall be separate.

23.04 Upon return from approved special leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement at the same position which was held prior to the leave, or to an equivalent position.

ARTICLE XXIV

EDUCATIONAL REIMBURSEMENT

24.01 The City shall reimburse the employee for the cost of tuition, books, and appropriate fees associated with an approved course of study pertaining to the employee's job, in accordance with the following provisions:

- The course of study must relate to the employee's current position or to prepare the employee for promotion within his present area of work.
- The course of study must be approved prior to beginning course work by the Department Head and City Manager.

Reimbursement will be made for tuition, books, and appropriate fees associated with an approved course, and will only be made after the Finance Department has received notice of official grade, indicating satisfactory completion of the course of study, along with receipt for the tuition, books, and such appropriate fees associated with the approved course of study. Such reimbursement shall not exceed one thousand (\$1,000.00) dollars per calendar year.

24.02 The City will reimburse the employee for costs associated with the taking of license and certification exams and continuing education credits provided the employee receives a passing grade. The employee will pay all license and certification renewal fees.

24.03 The City shall provide reimbursement cost to obtain an original Commercial Drivers License (CDL) for those employees required to do so. Failure to obtain a CDL within one (1) year of employment or promotion shall be grounds for dismissal for those employees whose job description require its possession. In the event an employee's Ohio driver's license is suspended for up to ninety (90) calendar days duration, the Employer will make an effort to find suitable available jobs for such employee. In the event no job is available an employee may take vacation time or apply for an unpaid leave of absence. In the event the suspended license period would go beyond ninety (90) days, the employee may take vacation time or unpaid leave of absence upon the City Manager's approval. The Employer retains its right to discipline or discharge an employee if the circumstances warrant such action. All Maintenance Worker II's shall be required to obtain and maintain a CDL. If a job requires an immediate CDL, an employee must have that license before beginning employment. In all other instances, the employee will have up to one year to obtain the license.

24.04 For the renewal of CDL's, the City will reimburse the employee the difference between their normal license and their CDL, provided that the CDL is required for their immediate job.

24.05 When an employee assigned to a class requiring a license or certificate for qualification has qualified for a higher level license than required for his/her classification, or even though a specific position of an employee may not require a license or certificate and the employee obtains the same, the employee will be eligible for additional compensation at the rate of \$20 per month for as long as the license is valid. This payment shall be only for one (1) license of a higher level, and only for those licenses/certifications issued by the Ohio EPA. Effective April 1, 2002, said payments are only eligible for the licenses in the same department/division where the original license was required. Employees currently receiving payments outside the department/division where the license was required will continue to receive said payments as long as a current copy is on file in Human Resources Division.

ARTICLE XXV

UNIFORMS AND EQUIPMENT

25.01 The City during the course of this Agreement will provide a boot allowance each year of the Agreement, or a one time purchase of insulated bib coveralls once during the term of this Agreement in lieu of purchasing boots. The City will pay up to one hundred forty dollars (\$140.00) in the first year of the agreement and up to one hundred fifty dollars (\$150.00) in each of the second and third years of the agreement towards this purchase, and approval for said purchase will be at the discretion of the Department/Division Head and the turn in of the old boot. Should the employee wish to retain the old boot as a back-up, the boot will be marked accordingly, and, employees will wear the boots provided by the City, but will be allowed to keep the old pair to be used only if necessitated by a temporary problem with the new ones. The City will also provide rain wear as currently provided to employees.

25.02 The City will provide at no cost to the employee work gloves/safety gloves as required and also T-shirts, where permitted by the City, not to exceed three (3) per year.

25.03 The Employer will provide coveralls to all Operator I's. The Division Head shall determine the appropriate number of overalls provided to employees in the classification of Operator I at the Waste Water Treatment Plant.

25.04 Employees will operate City vehicles in a safe manner. Any accident which occurs as a result of careless or negligent operation or behavior of the employee will result in disciplinary action up to and including termination.

25.05 The willful destruction of the Employer's or customers, fellow employee's or public property, will result in disciplinary action up to and including termination.

25.06 The use of City owned or operated vehicles and/or equipment for personal use, and/or non-City related matters will result in disciplinary action up to and including termination.

25.07 The City will provide "all season" uniforms to its employees to include: 12 sets of work uniforms (pant & shirt), and non-insulated coveralls to employees as currently provided. The City will also supply one (1) insulated outer jacket with the City identification logo to each bargaining unit employee covered under this agreement.

25.08 No employee covered by this Agreement will be permitted to wear the work shoe/boot as provided for herein (both new and old), nor any part of his uniform away from the premise off work hours.

25.09 Members of the bargaining unit will receive a payment for clothing or equipment of one hundred dollars (\$100) in 2009, one hundred dollars (\$100) in 2010 and one hundred dollars (\$100) in 2011.

ARTICLE XXVI

HEALTH AND WELFARE

26.01 An Employer Pick-up Plan is hereby established in accordance with the requirements as set forth in Section 414(h) (2) of the Internal Revenue Code, in which the City agrees to "pick-up" all or a portion of the employee contribution to the Public Employees Retirement System of Ohio Pension Plan as may be determined by ordinance of Council for all eligible full-time employees covered by this Agreement, and to pay the amount picked up to the Plan as an Employer contribution in lieu of contributions by the employee. The Public Employees Retirement System (PERS) meets the qualification requirements of Section 401(a) of the IRS Code.

26.02 Employees shall not have the option to receive the contributed amounts directly instead of having them paid by the City to PERS.

26.03 All employees covered by this Agreement shall have their gross compensation, as established by the appropriate Compensation Schedules, reduced by the "picked-up" amounts, as determined by the Ohio Public Employees Retirement System (OPERS) to arrive at an adjusted gross compensation amount for Federal and State income tax purposes.

26.04 Upon the retirement of the employee or disability retirement of the employee, and the employee has completed ten (10) years of service, such employee shall be entitled to receive a cash payment equal to his basic rate of pay at the time of the above listed condition multiplied by thirty-three and one-third (33 1/3) percent of the total number of accumulated unused sick hours earned by the employee up to fifteen hundred (1500) and thirty-three and one-third (33 1/3%) percent for all accumulated and unused sick hours earned by the employee in excess of fifteen hundred (1500) hours.

Such payment shall be based upon the employee's rate of pay at the time of retirement. Payment for sick leave credit on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

26.05 For the purpose of this section, "retirement" shall mean termination of full-time employment, active service with the City to immediately accept pension benefits for which the employee is qualified at the retirement date, from either the PERS or the Police and Firemen's Pension and Disability Fund.

26.06 In the event of the death of an employee still in the employ who has met the time requirements as set forth and specified in section 4 hereof, the payment as described shall be made to the employee's estate.

26.07 In addition to the above, a full-time City employee (in good standing from active service), upon resignation, shall be paid for the value of earned and accrued but unused sick leave earned while in the employ of the City in accordance with the following schedule:

- After ten (10) years of service, 25% or ten (10) days shall be paid.
- After fifteen (15) years service, 50% or twenty (20) days shall be paid.
- After twenty (20) years service, 75% or thirty (30) days shall be paid.
- After twenty-five (25) years service, the full forty (40) days shall be paid.

26.08 Health Insurance includes benefit programs providing medical, hospital or surgical benefits, or any combination thereof, covering all full-time employees. The Union agrees to participate in the Joint Health Benefits Committee to evaluate options, select plans to be offered, and address cost sharing issues for insurance coverage during the period covered by this Agreement.

a) ENROLLMENT – Enrollment in the City's health insurance program is limited to the following periods:

- 1) within thirty (30) days of initial employment with the City,
- 2) during the open enrollment period each year, effective January 1 of each year.
- 3) as changes occur in dependent status due to marriage, childbirth, divorce, etc., but only to add or delete dependents to the program as the result of a bonafide dependent status change.

b) PREMIUMS – The City will pay such portion of the cost of health insurance as is authorized by the City Council. For the year beginning January 1, 2007, the City will increase its contribution to the insurance package up to 5% over the total cost in 2005, and up to \$100,000 to reserve. For the year beginning January 1, 2008, the City will increase its contribution to the insurance package up to 5% over the total cost in 2007, and up to \$100,000 in reserve. If there is a decrease in the cost of health insurance, the Committee will determine whether to increase reserves, decrease premiums or obtain better benefits. Thereafter, and after the reserve has been fully funded, increases in premium and the allocation of those increases will be between the City and the Healthcare Committee. The City needs to carry reserves to cover the funding of its claim obligations. Therefore, from time to time within a five (5) year period from the date of the contract, the City will add to the reserve until fully funded. Reserve funding will be determined through vendor lag tables, the City's consultant, and outside actuaries if necessary.

c) **COVERAGE DURING LEAVES OF ABSENCE** – Coverage while on a leave of absence from the City is as follows:

- 1.) All paid leaves of absence and employees approved for FMLA: Participation and coverage will continue as if the employee continued working.
- 2.) All authorized unpaid leaves of absence: Participation and coverage will continue through the month in which authorized unpaid leave begins. To continue to participate thereafter, the employee must pay the appropriate monthly premium.

26.09 The City will provide for the life of this Agreement a policy or contract of accident insurance benefits to cover all employees covered by this Agreement. The policy or contract shall provide that any such covered employee may elect to obtain either or both of the following benefits solely at the employee's own expense, by payroll deduction coverage in excess of the basic amount provided by the City, and coverage for the employee's spouse.

26.10 Any fringe benefit in the area of health care common to other City employees, higher than those negotiated by members of the Union, shall also be granted to this bargaining unit.

ARTICLE XXVII

REDUCTION IN FORCE

27.01 The definition of seniority is as follows:

- a) City seniority means the length of continuous service with the City, dating from the employee's most recent date of employment.
- b) Job seniority means the length of continuous service within a given job classification.

An employee's seniority/employment shall be terminated when one or more of the following occur:

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid-off for a period of time exceeding one (1) year;
- d) He retires;
- e) He fails to report for work for more than two (2) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) He becomes unable to perform the essential job functions due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g) He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots. The Employer shall provide a current seniority list to the Union on an annual basis.

27.02 When it becomes necessary through lack of work, lack of funds, reorganization, or abolishment of jobs or functions to reduce the size of its workforce which is hereby determined to be a management right, temporary, seasonal, casual, part-time, and probationary employees shall be laid-off first in that order, by job classification, with the employee having the least job seniority laid-off first. Full-time employees shall be laid-off next on the same basis.

27.03 Employees shall be given at least two (2) weeks notice of lay-offs.

27.04 The full-time employee who has been notified of lay-off shall have the right to displace a less senior employee within the same job classification within the City based upon job seniority.

27.05 The full-time employee who has been notified of lay-off shall also have the right to displace less senior employee within the bargaining unit in a position formerly held by the laid-off employee based upon the laid-off employee's job seniority in the former position.

27.06 The full-time employee who has been notified of lay-off shall also have the right to displace less senior employees within his department or division whichever is the smallest unit, providing the senior employee has the ability, and qualifications to perform the work of the less senior employee. This shall hold true until the employee with the least seniority in the lowest classification within that operating department/division has been reached, if necessary, and laid-off. The employee displaced under the provision mentioned shall have the right to displace less senior employees in the bargaining unit provided they meet the qualification specifications.

27.07 In-rehiring after a lay-off, the City will offer reemployment to the extent possible, to which additional help is needed to former employees in the classifications involved in the inverse order in which the employee was laid-off provided that:

- a) the employee is qualified in the opinion of the City to perform available work at the time the offer of employment is made;
- b) the period of lay-off does not exceed one (1) year.

ARTICLE XXVIII

ALCOHOL AND DRUG TESTING POLICY

28.01 The parties hereby adopt and incorporate the City's Alcohol and Drug Testing Policy as part of this Agreement. A copy of the Policy is attached as Exhibit A.

ARTICLE XXIX

DISCIPLINARY ACTION

29.01 An employee may be suspended for just cause for reasons as specified but not limited to those in this Article. Whenever, and due to circumstances within the employee's control, employee performance, work habits or personal conduct at any time fall below an acceptable and desirable level, the department/division head shall inform him specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating a disciplinary action.

29.02 The City believes in a principle of progressive discipline. It also recognizes that in some instance a specific incident may justify an immediate recourse of a more sever action including suspension and/or discharge.

29.03 Discipline must be presented to the employee within fifteen (15) days of the offense or the City's knowledge of the offense, and must be completed within thirty (30) working days of the time of offense or the City's knowledge of the offense or such action is to be considered null and void. This time frame may be extended by mutual agreement if in fact an investigation to assist either the employee's or the City's position respectively is ongoing.

29.04 The normal and desired sequence of disciplinary actions would be as listed below:

- 1) Counseling
- 2) Verbal Reprimand
- 3) Written Reprimand
- 4) One day suspension without pay
- 5) Three day suspension without pay
- 6) Five day suspension without pay
- 7) Termination

This normal sequence, while desired does not negate the course of immediate action as set forth in Section 2.

29.05 In the event of the steps of counseling, verbal reprimand, and written reprimand as listed above, a written record of such action(s) shall become a part of the employee's personnel file, with one (1) copy to the employee, one (1) copy to the Union steward, and one (1) copy to the Chief Steward.

29.06 In the event of disciplinary action resulting in a dismissal or suspension without pay, the City Manager or his designee, shall give notice to the employee of such dismissal or suspension in writing. Such written notice shall become a part of the employee's personnel file with one (1) copy to the employee, one (1) copy to the Union steward, and one (1) copy to the Chief Steward. Copies of the forms to be provided are attached to this agreement.

29.07 In the administration of a discipline, the City will not take into account or consideration any prior infractions which occurred more than twelve (12) months previously for a counseling, verbal reprimand, or written reprimand; more than eighteen (18) months previously for any suspensions, provided that the employee is or has not been subjected to a reprimand or suspension during this twelve (12) or eighteen (18) months period.

29.08 An employee may upon written request have removed from consideration all written reprimands and or suspensions, provided the conditions of Section 7 have been met.

29.09 The following comprises a list of offense which will warrant a reprimand, suspension or dismissal, but in no instance is this list to be considered as all inclusive nor the only offenses to be considered. It is only used as an example:

- Misconduct and attributes which constitute an unwholesome influence on other employees.
- Falsification of records and documents, or use of professional position for personal gain to an advantage.
- Failure to meet prescribed rules and standards of work, to include wearing of proper uniform.
- Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his duties.
- Careless destruction or unauthorized use of City equipment, materials or property.
- Conviction of a criminal offense (Excluding minor and 4th degree misdemeanors)
- Insubordination.
- Proven discourteous treatment and or language to or towards the public.
- Negligence in the performance of duty
- The use of alcohol or controlled substances on City property.
- Excessive tardiness and/or absenteeism.
- Theft
- Carelessness on the job.

Only employees who have been disciplined in a manner that results in a loss of pay or benefits may appeal such disciplinary action through the Grievance Procedure, and may be represented by the Union at any disciplinary hearing.

ARTICLE XXX

VACANCIES AND JOB POSTINGS

30.01 When the Employer determines that a job vacancy exists within the bargaining unit, a notice of the vacancy shall be posted for eligible bargaining unit employees. The notice shall state the job classification and that any eligible non-probationary bargaining unit employee, within and outside the unit, may apply in writing to the Personnel Office within ten (10) days of the posting. An employee hired into a position requiring a license/certification will not be eligible to bid on any other position until obtaining said license/certification.

30.02 The Employer may fill the vacancy from the pool of applicants and the selection, if filled, will be on the basis of qualification, skill and ability as determined solely by the Employer. In the event employee qualifications, skill and ability are determined equal by the Employer, seniority shall govern. If in the Employer's opinion no qualified applicant exists, it may fill the vacancy from outside the bargaining unit.

ARTICLE XXXI

CONFORMITY TO LAW

31.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provisions) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

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

31.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE XXXII

PROTECTION OF RIGHTS

32.01 It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action, nor shall employees be permanently replaced in the event an employee refuses to go through or work behind any lawful primary picket lines at the Employer's place of operation.

32.02 The Union agrees that after a picket line has been established the City will be given an eight (8) hour notice, or the completion of a given shift, before the employees refuse to cross such picket line.

ARTICLE XXXIII

DURATION OF AGREEMENT

33.01 This Contract shall be effective as of the first day of April 2009, and shall remain in full force and effect until and including the thirty-first (31st) day of March 2012, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing one hundred-twenty (120) days prior to said expiration date or any anniversary thereof, of an intent to initiate and engage in negotiations on any or all of its provisions.

33.02 In the event notice is given as stated above, negotiations shall commence no later than sixty (60) days prior to the expiration date. If fifteen (15) days prior to said expiration date the parties are not in accord as to the contents (non-economic) of the new Agreement, said parties shall (may) jointly request the services of the Federal Mediation and Conciliation Service, for unresolved issues only and inform SERB of their mutually selected mediator. The services of said mediator shall be advisory only and both parties shall make a reasonable attempt and effort to reach agreement on unresolved issues through the mediation process. All expenses of the mediator will be divided equally between the City and the Union.

33.03 In the event the two (2) parties are unable to reach an agreement, the findings of the FMCS mediator shall be presented to the City and the Union at least ten (10) days prior to the expiration of the Agreement. When the recommendations are received, the legislative body and the bargaining unit employees may reject the recommendations by a three-fifths (3/5) vote of either total membership. If the parties are unable to reach agreement by the expiration date of said Agreement, the Union shall give the City and SERB a ten (10) day written notice of intent to strike.

ARTICLE XXXIV

GENDER AND PLURAL

34.01 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 is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXXV

HEADINGS

35.01 It is understood and agreed that the use of headings before articles or sections is for convenience and identification 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 XXXVI

OBLIGATION TO NEGOTIATE

36.01 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.

36.02 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 subject or matter referred to, or covered in this Agreement, or with respect to any subject 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.

36.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE XXXVII

SUSPENSION/REVOCAION DRIVERS LICENSE

37.01 In the event an employee receives a traffic citation for a moving violation which could contribute to a suspension or revocation or suffers a suspension or revocation of his right to drive the City's equipment for any reason, he must notify his Employer in writing within two (2) weeks of such a happening. Failure to comply will subject the employee to disciplinary action up to and including discharge.

ARTICLE XXXVIII TOTAL AGREEMENT

38.01 This Contract represents the entire agreement between the Employer and Local 18-S. This contract shall not be altered, changed or modified without the express written approval of Local 18-S and the Employer. The articles, sections and language of this contract shall supersede any policies and/or procedures implemented by the Employer or the Union throughout the duration of the Collective Bargaining Agreement. Any changes, alterations or modifications to the terms/conditions of this Agreement shall be submitted and subject to validation by Local 18-S and the Employer.

FOR THE I.U.O.E., LOCAL 18-S:

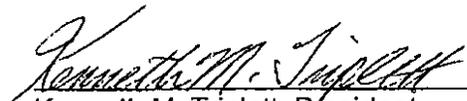
FOR THE CITY:



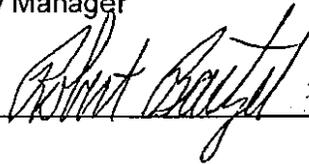
Patrick L. Sink Date
Business Manager

 9/3/09

Rita McMahon Date
City Manager



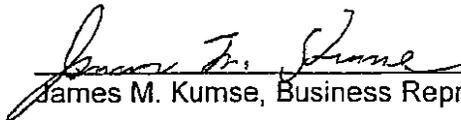
Kenneth M. Triplett, President



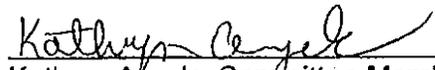
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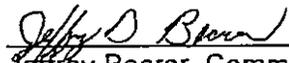
Mark Totman, Recording Secretary



James M. Kumse, Business Representative



Kathryn Anzelc, Committee Member



Jeffrey Bearer, Committee Member



Jeffrey Hannan, Committee Member

"EXHIBIT A"

TO: Walter W. White

FROM: Thomas Martino

SUBJECT: Drug Testing

DATE: July 7, 1995

Attached please find a policy which deals with those employees within your department who under the provisions of the Alcohol and Drug Testing mandate, test positive for an illegal substance. Please review the attached, and should you have any questions, please do not hesitate to contact me.

In the event that an employee subject to the Alcohol and Drug Testing Requirements as set forth by the Federal Department of Transportation and adopted by the City, participate in the testing program, and should by such participation incur a positive reading in the portion pertaining to drug use, showing the presence of an illegal substance, the following procedure will apply.

Upon verbal notification to the City from the MRO of a positive reading, the employee will be placed on sick leave if in fact the employee has available sick leave credit, or if there is no available sick leave credit, that employee will be placed on an unpaid administrative leave. This leave will last until the Employer receives the hard copy report from the MRO, or two weeks from the date of the original verbal notification, whichever shall come first. At that point, the employee will be terminated.

Should the employee request a split sample retest, that employee will as the result of the initial positive reading being placed on either sick or unpaid administrative leave, and will remain on such leave until the verbal notification from the MRO is received regarding the retest results.

Should the results again be positive, that employee will be immediately terminated.

Who must be tested for drugs and alcohol?

On February 15, 1994, the final rules implementing the omnibus Transportation Employee Testing Act of 1991 were issued by the Federal Department of Transportation. Under these rules, the City of Painesville is generally required to conduct pre-employment/pre-duty, reasonable suspicion, random, and post-accident alcohol and controlled substance testing of all employees possessing a commercial drivers license (CDL). In addition to compliance with complex and extensive recordkeeping and reporting requirements, the Act preempts (with the exception of certain state criminal laws) state and local laws.

Except as provided in the rules, localities retain their existing authority with respect to alcohol and controlled substance testing and termination or rehabilitation of local government employees. In turn, local government employees retain their rights with respect to both the use and possession of alcohol.

Implementation dates

As the City of Painesville employed fifty (50) or more licensed employees on March 17, 1994, compliance must begin on January 1, 1995.

Specimens analyzed for drugs

The City must test employees **ONLY** for the presence of these five drugs specified by the Department of Transportation (DOT):

- * marijuana
- * cocaine
- * opiates
- * amphetamines
- * phencyclidine (PCP)

The presence of these drugs is determined by laboratory analysis of an employees urine specimen.

Breath analyzed for alcohol

An employee must be tested for the presence of alcohol in concentrations of .02 or greater.

Types of tests

*** Random**

DOT regulations require that the City establish a random drug and alcohol testing program. Employees must be selected using a scientifically valid selection method. The City must drug test at least fifty per cent (50%) of the CDL holders annually. The City must also alcohol test at least twenty-five percent (25%) of the CDL holders annually. These tests must be spread evenly throughout the year. All CDL employees must have an equal chance of getting drawn in every selection (meaning that an employee may be selected for each type of testing more than once annually).

***Reasonable Cause**

DOT regulations require that employees are to be tested for drugs or alcohol when the employee's conduct gives the employer reasonable suspicion of alcohol or drug use. The employee's behavior must be witnessed by a supervisor or City official (two if possible) trained in the detection of alcohol and drug use.

***Post Accident**

DOT regulations require that any employee involved in a fatality accident or receiving a ticket in a DOT recordable accident must submit to a drug test and an alcohol test as soon as possible following the accident. CDL vehicle.

***Pre-employment**

The City must require an applicant, both internal and external, that is intended to be hired for a CDL position, to be tested for both alcohol and drug use as a pre-qualification condition with the following exceptions:

For Alcohol:

- * if the employee/candidate has undergone a DOT-required alcohol test within the previous six months with a result of less than .04; and
- * if the employee/candidate has no records of a violation of the DOT alcohol misuse rules within the previous six months (verified through previous employers).

For Drugs:

- * if the employee/candidate has participated in a drug testing program within the previous 30 days; and
- * if the employee/candidate has no records of a violation of the DOT drug misuse rules within the previous six months (verified through previous employers); and
- * if the employee/candidate was tested within the past six months (from the date of application) or participated in a random drug testing program for the previous 12 months (also from the date of application).

In addition, the City must obtain the employee/candidate's driving records from the preceding two years. The employee/candidate must sign a release authorizing those records be sent to the City. Such a release is a condition of employment.

***Return-to-Duty**

An employee who has a positive drug test must submit to and test negative on a return-to-duty test before returning to work.

An employee who has an alcohol breath test of greater than .04 must submit to and test negative on a return-to-duty test before returning to work.

In addition to the return-to-duty test, an employee who has tested positive on either test, alcohol or drug, must submit to a minimum of six follow-up tests within the first 12 months following return to duty as prescribed by the evaluating substance abuse professional.

***Who Collects the Samples**

The alcohol samples will be collected by having employees undergo breath alcohol tests as performed by the Painesville Police Department and/or any designated agency of the City.

The drug tests requiring urine samples will require the employee to go to the collection site, present a photo identification, and provide a sample. The collection site is a DOT approved and certified laboratory. Should the tests prove to be positive, the lab will conduct a confirmation test using gas chromatography/mass spectrometry methods. A qualified medical review officer (MRO) interprets the laboratory results and reports positive results to the City only after verifying with you that there are no valid medical explanations for the positive results. Such an MRO is selected by the laboratory/ and is a licensed doctor of medicine or osteopathy.

Any employee having a positive result on these tests will be referred to a substance abuse professional (SAP) for evaluation. The SAP will assess the situation and prescribe a treatment program to include unannounced follow-up testing after the employee has returned to duty.

*** The Prohibitions**

Some of the prohibitions listed in this Act are:

An employee must not report for work or remain on the job while having an alcohol concentration of .04 or greater.

An employee may not be in Possession of alcohol while operating a vehicle (alcohol by this act is also defined as isopropyl [rubbing], alcoholic beverage, or medicines containing alcohol).

An employee may not be using alcohol while performing their job.

An employee must not perform within four hours after using alcohol.

An employee required to take a post-accident alcohol test may not use alcohol for eight hours following the accident, or until a post-accident test is administered, or whichever comes first.

An employee refusing to submit to a DOT alcohol or drug test cannot return to work.

An employee must not report for work or remain at work when the employee uses any drug, except when the use is physician prescribed and does not adversely affect the employee's ability to operate a vehicle.

1. Take own vehicle and you will receive mileage.

DISCIPLINARY ACTION FORMS

TO:

FROM: Rita C. McMahon, City Manager

DATE

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

The Employee:

This form must be returned within five (5) working days to the Appointing Authority.

_____ I agree with and accept the proposed discipline

_____ I wish to appeal the proposed discipline for the following reasons:

(if more space is needed, attach extra sheets of paper)

Signature: _____

Date: _____

Approved: _____ Date: _____

Appointing Authority Signature: _____



APPENDIX A

**Letter of Understanding
Between
The City of Painesville
and**

The International Union of Operating Engineers, Local 18S

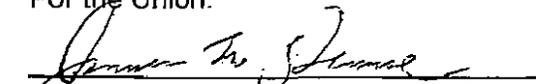
I. The parties agree that breaks are fifteen (15) minutes and begin once the employee stops working and ends fifteen (15) minutes later; however, management understands that the break may need to be extended if more time is needed. In that situation, the Employee must call his or her supervisor for approval, which approval will not be unreasonably withheld.

II. Should any Union covered by the City's health care plan receive a reduction in their premium costs, all employees covered by this Agreement will receive the same reduction in premium costs, to be effective immediately.

III. When a Maintenance Worker II is put in charge of a crew of two (2) or more other Maintenance Worker II's, the employee will be paid at a plus rate as a crew leader. When a crew leader is assigned to a crew, the employee will not be paid at a plus rate automatically; rather, the employee must be specifically assigned to a supervisory position.

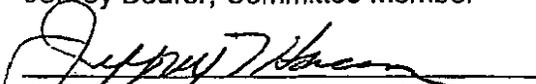
IV. Should any member of the International Association of Firefighters (Local 434), Fraternal Order of Police – Patrolmen and Sergeants & Lieutenants - (Lodge #90), AFSCME Ohio Council 8 (Local 3465) or The Water Treatment Operators II (UAW) Unions voluntarily receive a wage percentage greater than 2% in any year of this three year agreement (2009, 2010, 2011), this Union will receive the same increase.

For the Union:

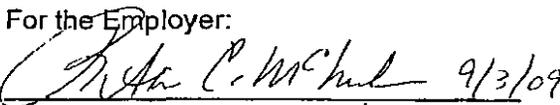

James M. Kumse Date
Business Representative


Kathryn Anzelc, Committee Member


Jeffrey Bearer, Committee Member


Jeffrey Hanman, Committee Member

For the Employer:


Peter C. Michael 9/3/09
Date





BUCKINGHAM, DOOLITTLE & BURROUGHS, LLP
Attorneys & Counselors at Law
Experience. Service. Excellence.™

STATE EMPLOYMENT
RELATIONS BOARD

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1375 E. 9th Street Suite 1700 Cleveland, Ohio 44114-9714
216-621-5300 Toll-Free 888-843-2825 www.bdblaw.com

Akron
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Carron
Cleveland

Gerald B. Chattman
Direct Dial: (216) 615-7354
Direct Fax: (216) 615-3006
GChatman@bdblaw.com

April 4, 2012

Donald M. Collins
General Counsel
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Re: **Case No. 12-MED-01-0011**
City of Painesville, Ohio and The International Union of
Operating Engineers, 18S

Dear Mr. Collins:

Enclosed please find a signed copy of the Collective Bargaining Agreement between The International Union of Operating Engineers, 18S and the City of Painesville.

If you have any questions, do not hesitate to contact me.

Very truly yours,

Gerald B. Chattman
GBC/jmp
Enclosure

cc: Rita McMahon, Painesville City Manager w/o enc. (via e-mail)
James Kumse, IUOE Business Representative w/o enc. (via e-mail)
Bureau of Mediation w/o enc. (via e-mail: MED@serb.state.oh.us)
Research and Training Section w/o enc. (via e-mail: SERB.Research@serb.state.oh.us)