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K # 28321

AN AGREEMENT

STATE EMPLOYMENT
RELATIONS BOARD
2012 APR -9 A 9:58

BETWEEN

AFSCME OHIO COUNCIL 8, AND LOCAL 3465, AFL-CIO

AND

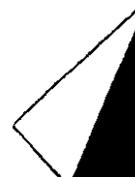
CITY OF PAINESVILLE

EFFECTIVE: April 1, 2012
EXPIRES: March 31, 2015

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ARTICLE 1
PREAMBLE

Section 1 This Collective Bargaining Agreement ("Agreement") is entered into between the City of Painesville, Ohio ("Employer") and Ohio Council 8, and Local 3465 of the American Federation of State, County and Municipal Employees, AFL-CIO ("Union") and governs the wages, hours and other terms and conditions of employment of the employees of the Employer listed in Article 3. The Employer and the Union together shall be referred to as the "Parties."

Section 2 This Agreement shall become effective on the execution date. The execution date shall be the date on which the last of all the representatives of the Parties to the Agreement have signed the Agreement. The Agreement expires on March 31, 2015.

Section 3 The Employer will maintain the current wages, hours and conditions of employment currently existing and pursuant to the Employer's Codified Ordinances, except as otherwise provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 2
PURPOSE

Section 1 The purpose of this Agreement is to provide a fair and equitable manner for the Union and the Employer to negotiate concerning the wages, hours and other terms and conditions of employment of bargaining unit employees, and to establish a peaceful and effective procedure for the resolution of all differences between the Union and the Employer.

ARTICLE 3
RECOGNITION

Section 1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time employees, and for all part-time employees on the Employer's payroll as of the execution date of this Agreement, and the following positions: Secretary-I, Secretary-II, Switchboard Operator, Fiscal Clerk-I, Fiscal Clerk-II, Fiscal Clerk-III, Police Records Clerk-I, Engineering Technician, Housing Inspector, Building Inspector, Administrative Analyst, Collections Analyst, excluding all students, seasonal and temporary employees and all part-time employees hired after the execution date of this Agreement.

Section 2 A part-time employee who is on the Employer's payroll on the execution date of this Agreement who leaves the part-time position for any reason and later returns to a part-time position with the Employer as defined in Article 3, Section 1, will no longer be in the bargaining unit upon his/her return to the part-time position.

Section 3 A part-time employee is defined as an employee who is regularly scheduled to work no more than thirty-two (32) hours per week. Any part-time employee who temporarily replaces a full-time bargaining unit member is a temporary employee and is not entitled to any medical insurance benefits as defined in Article 24.

Section 4 The Union and the Employer agree to cooperate in filing and supporting any joint petition that may be necessary to implement this Agreement or any of its terms, and waive any right they may have to file claims for unfair labor practices or otherwise arising out of the unit description or implementation of the wages, hours or other terms and conditions of employment set forth in this Agreement.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1 The management and director of the work force are vested solely in the Employer and shall not in any way be abridged, except by the specific restrictions as are set forth by this Agreement.

Section 2 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, lay off 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.

Section 3 Due to the nature of its business, the City shall have the right to require any employee to perform temporary work which he has not generally been performing 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 employees during absences (but shall not extend to overtime), or for training purposes.

Section 4 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.

ARTICLE 5
UNION CHECK OFF

Section 1 The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed check-off card for the employee. Amounts deducted shall be remitted to the Controller, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the money shall be remitted.

Section 2 The payroll deduction shall be made by the Employer bi-weekly, the first two pay periods of each month. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this Section shall be remitted to the Union within ten (10) working days of their deduction. Each remittance shall be accompanied by the following: (1) alphabetical lists for employees for whom deductions were made, the name and, if changed, address of the employee, and the amount deducted; and (2) the name of each employee who has been dropped from the prior check-off list and the reason(s) for the omission(s).

Section 3 The Employer shall not be responsible for any monies checked off improperly but pursuant to the Union check-off request. The Union shall indemnify the Employer and hold it harmless.

ARTICLE 6
FAIR SHARE FEE

Section 1 All bargaining unit employees who are not members in good standing of the Union are required to the extent required by law, to pay fair share fee to the Union as a condition of continued employment.

Section 2 All bargaining unit employees, who do not become members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of employment to the extent required by law. This condition is effective sixty-one (61) calendar days after the employee's date of hire or sixty-one (61) calendar days after the date of execution of this Agreement, whichever is later.

Section 3 The fair share fee amount will be certified to the City by the Union. The deduction of the fair share fee from any earnings of the employee is automatic and does not require a written authorization for payroll deductions.

Section 4 The deduction of fair share fees will not be made until the Employer receives written notice to begin deductions from the Controller of AFSCME Ohio Council 8.

Section 5 Payment to the Union of fair share fees deducted will be made in accordance with the regular dues deducted as provided herein. The City shall provide the Union with an alphabetical list of the names and, if changed, addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction. This list must be separate from the list of employees who have had union dues deducted.

Section 6 The City shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly-hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by AFSCME to the City to allow the City to meet its obligation. The City shall require that the newly-hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the AFSCME Ohio Council 8 Regional Office.

Section 7 The Employer shall not be responsible for any monies checked off improperly but pursuant to the Union's check off request. The Union shall indemnify the Employer and hold it harmless.

ARTICLE 7 **PEOPLE CHECKOFF**

Section 1 The Employer will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality ("PEOPLE") Committee from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee, provided that:

- a. The employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.
- b. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 2 The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted. All PEOPLE contributions shall be made as deductions separate from the dues and fair share fee deductions. A copy of the list of all PEOPLE contributors shall be forwarded to the Cleveland Regional Office of AFSCME Ohio Council 8.

ARTICLE 8
PROBATIONARY PERIOD

Section 1 Newly hired employees shall be considered probationary until they have completed six (6) months of employment with the Employer. Probationary employees shall be fully covered under this Agreement and have full Union representation, except that during the probationary period, neither the Union nor the probationary employee may file a grievance challenging a determination by the Employer that the employee's performance does not warrant continued employment.

Section 2 Employees promoted or demoted to a new position shall be required to serve a four month probationary period.

Section 3 An employee's seniority shall be made retroactive to the first day of employment upon successful completion of the probationary period.

ARTICLE 9
NO STRIKE/NO LOCKOUT

Section 1 The Union will not directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with, or withholding of services from the Employer.

Section 2 The Employer shall not lock out any bargaining unit employees during the term of this Agreement.

Section 3 A complete or partial reduction in operations by the Employer for economic reasons or other compelling business reasons during the term of this Agreement shall not be considered a lockout, so long as it is not motivated by Union animus.

ARTICLE 10
NON-DISCRIMINATION

Section 1 Neither the Employer 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 disabled pursuant to the Americans with Disabilities Act of 1990, as amended, or a veteran.

Section 2 There shall be no discrimination by the Employer or any of its agents against any employee because of Union membership or activity. 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 11
UNION REPRESENTATION

Section 1 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as Stewards. There shall be two Stewards. Each Steward shall have an Alternate Steward who shall act as Steward only when the regular Steward is unavailable.

Section 2 Union representatives shall obtain prior approval of their supervisor before leaving their workplace for purposes of investigating a grievance or attending to union business, and will report back to the 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.

Section 3 Representatives of the Union shall be permitted to enter the Employer'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 duties of any employees, or disrupt operations, unless expressly permitted by the Employer.

Section 4 The Employer shall permit the Union to place a reasonable number of bulletin boards, at Union expense, in non-public areas that are regularly accessible to bargaining unit employees.

Section 5 When there is a reduction in the workforce, the Union President and Stewards shall be retained in preference to all other employees, provided they can perform the available work.

ARTICLE 12
SENIORITY

Section 1 Seniority shall be an employee's uninterrupted length of continuous service with the Employer commencing with the employee's date of hire. An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2 Continuous service and seniority shall be broken and an employee will be terminated when an employee:

- a. Resigns;
- b. Is discharged for just cause;
- c. Is laid off for more than one (1) year;
- d. Retires;

- e. Fails to report to work for more than three (3) working days without having given the Employer advance notice of his/her pending absence, unless he/she is physically unable to do so as established by clear and convincing evidence;
- f. Fails to report to work within seventy-two (72) hours of expiration of an approved leave of absence, unless otherwise mutually-agreed to extend and secured in writing, or unless he/she is physically unable to do so as established by clear and convincing evidence; or
- g. Fails to report to work within five (5) working days of receipt of notice of recall from lay-off, provided by certified mail, addressed to the employee's last known address as shown on the Employer's records, unless the employee is unable to return to work for a medically-proven reason, verified in writing by the employee's physician.

Section 3 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.

Section 4 The Employer shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the Agreement and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department, and date of hire of each employee.

ARTICLE 13 **LAY OFF AND RECALL**

Section 1 Whenever it becomes necessary for the Employer to reduce its forces due to lack of work or lack of funds, the employees will be laid off in the following order:

- a. Students;
- b. Casual employees;
- c. Temporary employees;
- d. Seasonal employees;
- e. Regular part-time employees who have not completed their probationary period;
- f. Regular full-time employees who have not completed their probationary period;
- g. Regular part-time employees who have completed their probationary period; and
- h. Regular full-time employees who have completed their probationary period.

Regular full-time and part-time employees shall be laid off on the basis of seniority within their classification.

Section 2 **Prohibition on Hiring** No new employees shall be hired into any division of a classification while former employees on the current seniority list with adequate

skills, ability and physical fitness to do and perform the work, and who have been laid off, are willing and able to accept the job available.

Section 3 Recall Employees shall be recalled in the reverse order of lay off. If an employee on lay off is unqualified or unable to perform the job available, the next most senior employee will be recalled. A laid off employee unable to qualify for recall will retain his/her position on the recall list for the next available opening.

Section 4 Notice Requirements The Employer will give at least fourteen (14) day's advance written notice, indicating the circumstances that make the lay off necessary.

Section 5 Displacement A full-time employee whose job is eliminated from a classification may choose to replace the least senior full-time employee in the bargaining unit who will be laid off provided that employee is immediately qualified to perform the job without any additional training or accept a lay off. Bargaining unit part-time employees shall have separate seniority and may exercise this right with respect to other bargaining unit part-time employees.

Section 6 Rate of Pay When an employee exercises his/her bumping rights, he/she will be paid the rate of pay for the classification into which he/she bumps.

Section 7 Return Rights The employee with the greatest amount of seniority within a classification who has bumped into a lower classification shall be entitled to his/her former classification whenever a vacancy in that classification occurs.

ARTICLE 14 **LEAVES OF ABSENCE**

Section 1 Funeral Leave. An employee shall be granted up to three working days time off, one of which must be the day of the funeral, with pay (not to be deducted from the employee's sick leave) for the purpose of arranging and attending the funeral of the following members of the employee's family: spouses, children, stepchildren of current spouse or widow/widower provided there are no other stepchildren, grandchildren, parents, grandparents, stepparents, brothers, sisters, brothers-in-law, sisters-in-law, parents-in-law, sons-in-law, daughters-in-law, grandparents-in-law, guardians, or any persons who stand in place of parents or spouses. In all cases where more time is required, the employee shall make application in writing to the Department Head, who shall advance sufficient sick, vacation or compensatory time, at the discretion of the employee, to cover the emergency if the additional leave is granted. The Department Head may, at his/her discretion, require verification of the employee's relationship to the deceased, prior to granting such leave.

Section 2 Military Leave The parties agree that Military Leave shall be governed by the USERRA and State Law.

Section 3 Education Leave. An employee shall be granted a leave of absence with pay for all educational purposes required by the Employer and the Employer shall reimburse the employee for the cost of tuition, books and appropriate fees associated with these courses, provided the employee receives a passing grade. An employee who wishes to complete educational courses of the type described herein must complete an application for reimbursement which must be pre-approved by the Employer. In addition, the Employer may accept requests for unpaid leave for educational opportunities which are related to an Employee's job at the Employer's discretion and provided funds are available. If approved, the cost of tuition or fees will be reimbursed provided the Employee receives a passing grade from an approved educational institution. The cost of training for or maintaining or obtaining any license mandatory for performing the job will be paid for by the City.

Section 4 Personal Leave At the discretion of the City Manager, a leave of absence, with or without pay, of up to 30 days in any calendar year may be granted to an employee for any legitimate personal reason without loss of seniority.

Section 5 Jury Duty An employee called for jury duty or subpoenaed as a witness, on behalf of the City or in a criminal case where an employee is subpoenaed as a witness by the prosecutor, shall be granted a leave of absence with pay for the period of jury or witness service, as follows:

- a. The employee must present verification of his/her call to jury duty or witness duty and return to employment if excused from service on any particular day; and
- b. The employee must turn in the amount received as a jury or witness fee to the Human Resources Department in order to receive his/her regular pay for this time period.

Section 6 Maternity, Paternity and Adoption Leave

- a. Employees who become pregnant, or whose spouses become pregnant, or who are adopting a child, and who desire to take time off to care for the child and return to work at a future date, shall be granted maternity, or adoption leave without pay, except as provided in this Section (a). Such leave shall be for up to three months. This period may be extended by mutual agreement. A maternity, paternity or adoption leave shall be with pay, as deducted from the employee's available sick leave credit balance, except for up to one (1) week which may be reserved for future medical needs, vacation time or compensatory time, or the employee if he/she exhausts all of such sick leave credit, vacation time or compensatory time, may take any or all of the time off as unpaid leave, up to 90 days.
- b. An employee who, because of unforeseen circumstances or a personal desire, wishes to return to work prior to the employee's previously selected written return-to-work date, and who is

physically able to return to work, may present a medical certificate from the attending physician indicating the employee's ability to return to work on a date earlier than specified. If a position for which the employee is qualified and eligible is available, the employee shall be granted the position.

- c. Application for maternity, paternity or adoption leave shall be in writing and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date the leave is to commence, and the anticipated date of return to service. Such written request shall be submitted 60 days in advance of the beginning of the leave. Upon return from approved maternity, paternity or adoption leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement to the same position which the employee held just prior to the leave, or to a substantially equivalent position.

Section 7 **Union Leave** At the request of the Union a leave of absence without pay shall be granted to employees who have completed their probationary period and who are required to attend a Union convention or other Union function for the duration of such function, not to exceed ten days total per calendar year.

ARTICLE 15 **SICK LEAVE**

Section 1 All bargaining unit employees shall be credited with paid sick leave at the rate of 4.6 hours per 80 hours of regular time service per pay period. Unused sick leave shall continue to accumulate without limitations. When sick leave is used, it shall be deducted from an employee's credit on the basis of one hour of absence from previously scheduled work.

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, except as noted below. 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 eight (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, inclusive of medical appointments will be paid at one-hundred percent (100%) of the employees regular rate. An employees inability to work may be verified by the employee's physician. New employee's years one through four, will have the sick leave paid at one-hundred percent (100%). For part-time employees application shall be on a pro-rated basis, e.g. twenty (20) hour employee, threshold balance would be one-hundred fifty (150) hours.

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 months of data. To keep a twelve (12) month total, take the "old" total (January through December) subtract last January's data and add this January's data to get a new total for February through January. 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. 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.

It is understood that in establishing the look back period, excluded from the usage calculation shall be all sick leave used prior to and subsequent to a hospitalization or any sick leave receiving documented medical care, inclusive of medical appointments.

Section 2 Sick leave may be used for the employee's own illness or injury, or for caring for the following family members suffering from illness or injury: spouses, children, stepchildren, parents, step-parents, if the individual has primary responsibility for step-parents' care, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, parents-in-law, sons-in-law, daughters-in-law, grandparents-in-law, guardians, or any person who stands in place of a parent. Sick leave for family shall be limited to twenty-five (25) days annually, except as noted below.

It is understood that sick leave utilized where a family member was hospitalized and the care prior to and after hospitalization, as well as any documented medical care, inclusive of medical appointments shall not count towards the twenty-five day limit, nor towards the usage calculation.

Section 3 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 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 for seven (7) or more calendar days, bi-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 illness or injury, he/she may require evidence thereof and if such evidence would not convince a reasonable person of the fact of such illness or injury, sick leave will not be granted.

Section 4 Any employee fraudulently claiming sick leave shall be subject to disciplinary action, up to and including termination. Any proven abusive, excessive or patterned use of sick leave shall be considered just cause for disciplinary action. The decision to grant sick leave is driven by the facts and circumstances of each case.

Section 5 **Payment of Accumulated Sick Leave Upon Retirement**

- a. 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 (30%) percent of the total number of accumulated unused sick hours earned by the employee and 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.
- b. For the purpose of this Section, "Retirement" means termination of full-time, active service with the City to immediately accept pension benefits for which the employee is qualified at the retirement date, from either the Public Employees Retirement System of Ohio or the Police and Firemen's Pension and Disability Fund of the State of Ohio, or other state pension fund.
- c. In the event of the death of an employee still in City service who has met the time requirements specified in subsection (A), the payment as described above will be paid to the employee's estate.
- d. 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 of Painesville in accordance with the following schedule.

After ten (10) years service, using formula in Paragraph A, twenty-five (25%) percent of the adjusted balance, to a maximum of ten (10) days will be paid.

After fifteen (15) years of service, using the formula in Paragraph (A), fifty (50%) percent of the adjusted balance, to a maximum of twenty (20) days will be paid.

After twenty (20) years of service, using the formula in Paragraph (A), seventy-five (75%) percent of the adjusted balance, to a maximum of thirty (30) days will be paid.

After twenty-five (25) years of service, using the formula in Paragraph (A), one hundred (100%) percent of the adjusted balance, to a maximum of forty (40) days will be paid.

- e. In the event that an "On Duty" injury results in the death of an

employee as determined by the respective State of Ohio Pension Fund, the City shall pay the deceased's estate the current value of accumulated, unused sick time.

Section 6 An employee who is laid off from his/her position may, if reappointed, have available for his/her use any unused sick leave existing at the time of his/her layoff. Further, an employee who transfers from one position to another shall be credited with the unused balance of his/her sick leave, in accordance with this Agreement.

Section 7 On a bi-weekly basis on the employee's check or otherwise, the Employer will distribute to all employees a statement (paycheck satisfies) showing the employees their sick leave earned and used to date, and the current balance.

ARTICLE 16 INJURY LEAVE - ON DUTY INJURY

Section 1 An employee who sustains a job-related injury or illness will be eligible to file a Workers' Compensation claim, and will receive continuation of salary for up to seven calendar months. The claim will be filed to allow for the payment of medical bills. After seven calendar months, the claim will be filed as a lost time claim with the Bureau of Workers' Compensation ("Bureau"), and those wages paid to employees by the Bureau will be offset by the Employer. This wage offset will continue and be in conjunction with the previous wage continuation for up to one calendar year from the date of the injury. After one calendar year from the date of injury, employees will be eligible to use sick or vacation pay if available to them.

Section 2 Payments for lost time of one to seven days for a job-related 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 such payments had extended beyond seven days. To qualify for payments under this provision, employees must require medical attention, and a signed certificate from a licensed physician must be submitted along with a sick leave form each week to the Employer. Claims for treatment and medicine approved by the Bureau will also be accepted as evidence of job-related illness or injury.

Section 3 After an employee returns to work from a job-related injury or illness, subsequent medical care will be charged to the employee's sick leave balance, until the Bureau approves a claim for such medical care, and notice thereof is provided to the Employer. At that point, time taken from the employee's sick leave balance will be credited back to the employee, provided the following conditions are met: (a) The sick leave request submitted was accompanied by a certificate signed by the attending physician and includes the date of treatment; and (b) 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, an application to reactivate the claim must be filed through the Personnel Office.

Section 4 A claim that is certified by the Bureau as an aggravation of a preexisting injury and assigned the corresponding previous number will be treated likewise by the Employer when determining whether the injury is new for purposes of wage continuation for up to one calendar year from the date of the injury. Employees in a Bureau Rehabilitation Plan will have wages offset by the Employer for the duration of the Plan, regardless of when the injury occurred.

Section 5 The Employer may establish a modified work program designed to provide a temporary opportunity to work for those employees who are unable to perform their normal work assignments because of a job-related injury or illness. Implementation of the modified work program shall be at the Employer's option, and shall be in strict compliance with applicable federal laws and the Ohio Workers' Compensation Law. 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 seven calendar months from the date of injury. The modified work program shall be offered on a nondiscriminatory basis to those employees who have sustained a job-related 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. 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. Those employees who, consistent with professional medical evaluations and opinions, may never be expected to receive an unrestricted medical release, shall not be eligible to participate in a modified program.

Section 6 The Union and the Employer agree to cooperate with the implementation and enforcement of all laws relating to safety and cooperate in adopting all reasonable safety standards.

ARTICLE 17 **HOURS OF WORK**

Section 1 The normal but not guaranteed work week for full-time employees shall consist of 40 hours of work in five eight-hour days. Normal days and hours of work for full-time employees shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. Employees shall be allowed not less than a one hour uninterrupted, unpaid time for scheduled lunch period. Employees who currently work an eight and a half (8½) hour day shall continue to receive a thirty (30) minute uninterrupted, unpaid lunch period as part of their eight and a half (8½) hour day. 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. The break begins when the employee stops working and ends when the employee resumes working.

ARTICLE 18
OVERTIME

Section 1 The Employer shall be the sole judge of the necessity of overtime. All overtime will initially be offered to employees who perform their work regularly during straight time. Overtime opportunities will be distributed as evenly as possible within the bargaining unit. In the event the employee who performs the job during regular working hours cannot work the overtime, then the overtime will be offered within the bargaining unit in order of seniority by department. Once every regularly assigned employee within a department has been offered one overtime opportunity, future overtime opportunities shall continue to be rotated among employees within the department in the order of those having the fewest number of overtime hours worked. For equalization purposes an overtime opportunity refused constitutes time worked.

Section 2 In the event of the necessity of overtime, and all employees present refuse the overtime opportunity, the least senior qualified employee 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 least senior employee shall not be required to work the overtime on the working day before or after the overtime opportunity.

Section 3 When an employee is offered overtime and refuses the opportunity, then for overtime equalization purposes alone, the employee will be credited as having worked the number of hours refused. Effective January 1 of each year, the overtime hours worked by each employee shall be returned to zero, and computation shall commence anew.

Section 4 All employees shall receive one-and-one-half times their regular rate of pay for all hours worked in excess of 40 per week or in excess of eight hours in any 24-hour period.

Section 5 All employees shall receive two times their regular rate of pay for all hours worked in excess of 16 hours in one day beginning with the start of their regularly scheduled shift.

Section 6 All employees who work on a recognized holiday shall receive one and one-half times their regular rate of pay for all hours worked, plus their holiday premium.

Section 7 For the purpose of computing overtime pay or compensatory time credit, holiday and vacation shall only be counted as hours and days worked. Sick leave hours taken shall not be considered as time worked for the purpose of determining the eligibility for overtime pay hours worked.

Section 8 When two or more types of overtime are applicable to the same hours of work, only one will be paid. In no cases will overtime be duplicated or pyramided.

Section 9 Employees who work overtime may, at their option, be credited with compensatory time off at the rate in which overtime was earned. All employees shall be entitled to accumulate up to a maximum of eighty (80) hours of compensatory time. Employees must request to use compensatory time forty-eight hours in advance. Supervisors may, under special circumstances, grant compensatory time off with less notice and Supervisors will grant the request if the time off does not impede normal or efficient service or create overtime. All accumulated compensatory time must be used within ninety (90) days of its accrual.

Section 10 In the event an employee is required to work and actually works for eight consecutive days, he/she shall be compensated at the rate of two times his/her regular rate of pay for the eighth day, provided that holiday, vacation or sick leave days taken shall not be counted as days worked.

Section 11 Police clerks shall be given the opportunity to work overtime by seniority before their supervisor works the overtime hours.

ARTICLE 19 **REPORTING PAY**

Section 1 Employees who report to work on a scheduled work day shall be paid eight hours at straight time if scheduled work is not available.

ARTICLE 20 **CALL-IN PAY**

Section 1 All employees called in to work not contiguous to their normal shift when they are not scheduled to work or required to work at meetings held outside of normal hours of work as defined in Article 17 shall receive at least three (3) hours' pay and be compensated at their applicable rate of pay pursuant to the Collective Bargaining Agreement.

ARTICLE 21 **STRAIGHT TIME PAY FOR MEETINGS DURING REGULAR WORKING HOURS**

Section 1 All employees shall be paid at their established straight time rates for time spent during regular working hours at all meetings which the City required them to attend. This, also, includes time spent at training and/or seminars as required by the City.

Section 2 Employees permitted to attend meetings under Article 29, Grievance/Mediation/Arbitration Procedure, shall be paid at their established straight time rates for time spent during regular working hours for mutually agreed upon grievance meetings with the Employer.

Section 3 Employees, not to exceed three, representing the Union, shall be paid at their established straight time rates for time spent during their regular working hours at any mutually agreed upon meetings held with the Employer for the negotiation of collective bargaining agreements.

ARTICLE 22 UNION RIGHTS

Section 1 It shall not be a violation of this Agreement nor a cause for discipline if any employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any lawful primary picket line, or refuses to do work customarily performed by primary striking members of another union that has a contract with the Employer, except that the Employer shall not be required to pay the wages of any such employee.

Section 2 After the first day that a lawful primary picket line has been established, the Union shall give the Employer at least eight hours' notice that the employees the Union represents may refuse to cross the picket line thereafter.

ARTICLE 23 HOLIDAYS

Section 1 All regular full-time employees in active pay status shall receive the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Employee's Choice (2)	

Section 2 Employees who are required to work on a holiday shall receive one and one-half times their regular hourly pay in addition to their holiday pay.

Section 3 The Employee's Birthday holiday may be taken on his/her actual birthday, or used as a floating holiday anytime within the quarter in which the birthday occurs, provided reasonable advanced notice and with consent of the employee's supervisor.

Section 4 With respect to the Employee's Choice, the employee must notify his or her supervisor no less than one week nor more than one month before the selected day in order that the day may be approved in advance.

Section 5 An employee shall forfeit all rights to his or her holiday pay for any such holiday if he or she has an unexcused absence on his or her last regularly scheduled work day preceding such holiday or on his or her first regularly scheduled work day immediately following such holiday.

ARTICLE 24
MEDICAL CARE AND INSURANCE AND OTHER BENEFITS

Section 1 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. The Joint Health Benefits Committee shall be empowered to make health care decisions on benefits, plan design, premium share and the like based on the amount of money contributed by the City as defined herein.

- 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; and
 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 leave of absence and employees approved for FMLA: Participation and coverage will continue as if the employee continued working; and
 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 premium (COBRA).

Section 2 The Employer 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 Employer, and coverage for the employee's spouse.

ARTICLE 25 LONGEVITY PAY

Section 1 All bargaining unit employees, in active pay status, who had ten years of service or more and were receiving longevity pay on April 1, 1997 shall receive longevity pay on their anniversary date in accordance with the following schedule:

- a. 2½% hourly pay rate increase after ten years of service;
- b. 5% hourly pay rate increase after 15 years of service;
- c. 7½% hourly pay rate increase after 20 years of service; and
- d. 10% hourly pay rate increase after 25 years of service.

Section 2 All bargaining unit employees, in active pay status, who had less than ten years of service and were not receiving longevity pay on April 1, 1997 shall receive longevity pay on their anniversary date in accordance with the following schedule:

- a. \$1,300 annual pay rate increase after ten years of service;
- b. \$1,800 annual pay rate increase after 15 years of service;
- c. \$2,300 annual pay rate increase after 20 years of service; and
- d. \$2,800 annual pay rate increase after 25 years of service.

Longevity pay for regular part-time employees under Section 2 above shall be calculated by dividing the actual hours worked the previous year by 2080 and multiplying that figure by the corresponding dollar amount listed in subsections a through d.

Section 3 For overtime purposes, the longevity payment shall be divided by 2,080 and added to the employee's base rate of pay. An employee shall be eligible to receive the annual longevity as provided in this provision on an anniversary date, provided the employee has demonstrated satisfactory performance for the previous year. An employee may elect to have the 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 30 days prior to the anniversary date.

Section 4 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, as defined above, (i.e. not disciplined in last six months with no loss of pay), the longevity will be paid. This shall not affect the next anniversary date of pay out.

**ARTICLE 26
VACATION**

Section 1 All bargaining unit employees, in active pay status, shall earn and be granted, as provided in Section 2 below, vacation leave with pay each calendar year for service performed for the Employer during the previous calendar year. New employees shall be entitled to use vacation leave credit earned, only after their first anniversary of employment with the Employer.

Section 2 All bargaining unit employees, in active pay status, shall be granted the following vacation leave with full pay for each year based upon their length of service as follows:

<u>Period of Continued Service With City</u>	<u>For Each Completed 80 Hours of Regular Time Service Per Pay Period Accumulated Vacation Hours</u>
Less than One Year of Service*	3.08
Completed one year	3.08
Completed five years	4.62
Completed 12 years	6.15
Completed 18 years	7.69

* As a result of initial employment, termination of employment, authorized leave of absence without pay or seasonal employment.

Section 3 Round to whole hours. As of December 31st of each year, all vacation leave credit earned for a full calendar year shall be rounded to the nearest whole hour.

Section 4 An employee 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 Employer service, counted as service with the Employer for purposes of computing the amount of his vacation leave credit. Such credit will be applied on January 1 of the year following the completion of the probationary period.

Section 5 Notwithstanding any provision to the contrary herein, in no case shall any employee whose employment is terminated within twelve months of initial employment be granted vacation leave for any reason.

Section 6 A vacation schedule shall be established by Management. When vacation scheduling conflicts arise from that schedule, preference will be given to employees with greater seniority within each classification within a department.

Section 7 When vacation leave is used, it shall be deducted from employees' credit on the basis of one hour for every one hour of absence from the normal work day.

Section 8 With approval of the Department Head and City Manager, employees may carry over up to three weeks vacation leave to the following year.

Section 9 Eligible employees who are actively employed on their fifth, twelfth or eighteenth anniversary date of employment with the Employer 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.

Section 10 An employee retiring at age 65 or an employee with ten 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 years' vacation (earned during the previous years) and current years' accrued but unused vacation, not to exceed seven 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.

Section 11 All part-time employees shall receive paid vacation based on the following calculation: Divide the number of hours worked from the seniority date of the previous year to the seniority date of the current year by 2,080. Multiply this quotient by the number of weeks of vacation the part-time employee would receive if he/she had worked 2,080 hours during the previous year (see Section 2 above), and the product equals the number of weeks of vacation to which the part-time employee is entitled.

Section 12 Employees absent from work on authorized holidays, during approved sick leave, vacation, approved disability leave for up to twelve calendar months, or on leaves of absence with pay, shall continue to accumulate vacation credit at the regularly prescribed rate during such absence as though they were present for duty.

ARTICLE 27 **MILEAGE**

Section 1 All employees authorized to use their car in the performance of their duties for the Employer shall be reimbursed for such actual mileage at the current IRS rate.

ARTICLE 28
DISCIPLINE

Section 1 An employee may be disciplined 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 or her 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.

Section 2 Discipline shall generally be progressive and remedial. In accessing progressive discipline, each year an employee goes without discipline, the employer will remove the previous step of progressive discipline before implementing the current discipline. The prior offenses, however, will remain in the employees file.

Section 3 The disciplinary process must be initiated within five days of the offense or the Employer's knowledge of the offense, and must be completed within 30 days of the offense or when the Employer knew or should have known of the offense, or such action is to be considered null and void. This time frame may be extended if in fact an investigation to assist either the employee's/Union's or the Employer's position is ongoing, with advance notice to the other party.

Section 4 The normal and desired sequence of disciplinary action is as set forth below:

- a. Verbal reprimand;
- b. Written reprimand;
- c. One-day suspension without pay;
- d. Three-day suspension without pay;
- e. Five-day suspension without pay; and
- f. Termination.

Notwithstanding the foregoing progressive disciplinary steps, the parties recognize that some serious violations may warrant more disciplinary action, including immediate suspension or discharge.

Section 5 Any employee who is disciplined by suspension or discharge must be given a written statement of the reason(s) for the suspension or discharge within 24 hours of the suspension or discharge. In the case of suspension, the employee will be advised of the duration of the suspension. In the case of suspension or discharge, or in the case of a pre-disciplinary interview, the employee shall be advised of his right to have a Steward present. Further, if the employee so requests, he/she shall be granted a private interview with his/her Steward before the employee is required to leave the premises.

Section 6 Any written statements of warning, reprimand, suspension, discharge, or other disciplinary action which serve as a basis for discipline and which are given to an employee pursuant to Sections 2 or 3 above shall describe in detail the conduct complained of, the date and time of that conduct, and any other facts pertinent thereto, and shall be signed by the employee's supervisor or by the City Manager or his/her designee. Receipt of this written statement shall be acknowledged by the employee.

Section 7 Only discipline resulting in loss of pay and/or benefits may be appealed to the Grievance Procedure. Discipline resulting in a verbal or a written reprimand grieved by the employee may be advanced up to the second step, at which time if the grievance is not resolved, the effected party may attach a letter of rebuttal to this discipline in his personnel file. Additionally, the Union reserves the right to contest the discipline if further discipline results from the initial discipline.

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 a written reprimand; more than eighteen (18) months previously for any suspensions, provided that the employee is or has not been subject to a reprimand or suspension during this twelve (12) or eighteen (18) month period.

ARTICLE 29 **GRIEVANCE/MEDIATION/ARBITRATION PROCEDURE**

Section 1 The prompt presentation, adjustment, answering and resolution of grievances is in the best interests of the employees, the Union and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, for the representatives of each party to resolving the grievance. Actions by the Employer or the Union that tend to impair or weaken the grievance procedure are improper. Neither the Employer nor the Union will attempt to bring about the settlement of any issue in this Agreement by any means other than those contemplated in this Article.

Section 2 A grievance is a dispute or difference between the Parties, the Employer and the Union, or the Employer and an employee, including the interpretation or application of, or compliance with, any provision of this Agreement.

Section 3 When a grievance arises, the following procedures shall be used:

Step 1 The Union Steward or the Grievant(s) shall present the grievance in writing, signed by the Steward or Grievant(s) to the employee's supervisor within seven (7) calendar days after the Grievant(s) knew or should have known of the event(s) giving rise to the grievance and upon which the grievance is based. The grievance shall contain a complete statement of the facts on which it is

based, citing pertinent sections, if any, violated and the remedies sought. The supervisor shall meet with the Steward and the employee(s) within seven (7) working days of the presentation of the grievance in an attempt to adjust the grievance. The grievance form shall be dated and signed by the Grievant(s) and the Steward. Within seven (7) calendar days of the Step 1 Meeting, the supervisor shall give an answer in writing to the Steward and the employee, setting forth the settlement reached between the Parties, if any, or if the grievance is not resolved, setting forth the reason(s) for denial of the grievance. If the grievance is settled, the settlement shall be noted by both parties on the grievance form.

Step 2

If the grievance is not satisfactorily settled at Step 1, the Union or the Grievant(s) shall present it to the Department Head, if the Department Head is not the supervisor making the decision at Step 1, or the Human Resources Director within seven (7) calendar days after receipt of the Step 1 answer. Within seven (7) working days after the Union or the Grievant(s) presents the grievance to the Department Head, the Department Head shall meet with the Union President and the Steward in an attempt to adjust the grievance. However, if the Department Head is the supervisor making the decision at Step 1, the Human Resources Director shall meet with the Union President and the Steward. Within seven (7) working days after the Step 2 meeting, the Department Head, if the Department Head is not the supervisor making the decision at Step 1, or Human Resources Director shall give a written answer, as defined in Step 1, to the Union President and the Steward.

Step 3

If the grievance is not satisfactorily settled at Step 2, the Union or the Grievant(s) shall present it in writing to the City Manager or his/her designee within fourteen (14) working days following receipt of the Step 2 answer. Thereafter, the City Manager shall meet with the Local Union Grievance Committee and a representative of AFSCME Ohio Council 8 at a date and time mutually-agreeable to the Parties but within fourteen (14) working days following receipt of the appeal. Thereafter, within fourteen (14) working days, the City Manager shall provide a written answer to the grievance, as defined in Step 1, to the President of the Local Union with a copy to the representative of AFSCME Ohio Council 8.

STEP 4 MEDIATION

- a. All grievances not settled at Step 3 may be mediated prior to being referred to arbitration by mutual agreement. The Parties shall also attempt to select a mediator by mutual agreement. If they are unable to agree, they shall then request that a mediator be

provided by the Federal Mediation and Conciliation Service ("FMCS"). The cost for mediation shall be shared equally by the Parties.

- b. Mediation efforts shall be informal in nature. The Mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the Parties. No verbatim record of the proceeding shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments. Written materials presented to the Mediator will be returned to the Party at the conclusion of the conference.
- c. If the grievance remains unresolved at the end of the mediation session, the Mediator will provide an oral (or, if the Parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented to arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the Mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.

STEP 5 ARBITRATION

- a. If the grievance is not satisfactorily settled at Step 3 (or Step 4 if invoked) the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the Employer, in writing, of its intent to appeal the grievance to arbitration. Within ten (10) working days of notification of the Union's intent to arbitrate the grievance, the Parties' representatives shall meet for the purposes of attempting to agree upon the selection of an arbitrator. If no agreement can be reached, the Union shall notify the FMCS, in writing, of its intent to arbitrate the grievance. Upon written notice of the Union's intent to arbitrate, the FMCS shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen in accordance with applicable FMCS rules. The costs and fees of the arbitration shall be borne equally by the Parties.

Section 4 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 arbitrable. A failure by the Employer to respond to the above-outlined procedure within the time stipulated, will result in the grievance being moved to the next step of the grievance procedure.

Section 5 In reaching his/her decision, the Arbitrator shall have no authority to add to, subtract from, or modify any provision of the Agreement. The Arbitrator shall issue a decision within sixty (60) calendar days after submission of the case.

Section 6 All decisions of Arbitrators consistent with Section 4 of this Article, and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Employer, the Union and the Grievant(s). A grievance may, however, be withdrawn by the Union at any time during Steps 1, 2 or 3 of the Grievance Procedure without prejudicing the positions taken by either party with regard to the merits of the grievance or the interpretation of the Agreement. All monies agreed to be due as part of a pre-arbitration settlement or as the result of an arbitration award shall be paid to the affected employee(s) in a timely manner.

Section 7 A policy grievance may initially be presented by the Union at Step 2 or 3 of the grievance procedure.

Section 8 The Union shall have the right, at Step 3 of the grievance procedure, to modify a pending grievance only in order to make minor clarifications pertinent to procedural matters (contract provisions allegedly violated, etc.). The basic issues raised by the grievance and the remedies sought may not be changed.

Section 9 The Grievant(s) and the Union shall have the opportunity to examine and copy all documents relied upon by the Employer once an Arbitrator has been selected pursuant to Section 3.

ARTICLE 30 **WAGES**

Section 1 Increase all steps of each grade by the following (see Appendix C for actual rates):

Effective 4/1/12	0.0%
Effective 4/1/13	0.0%

Either party may re-open negotiations on the sole issue of wages for the third year of this Agreement (4/1/14 through 3/31/15) by submitting written notice to the other party between January 1, 2014 and January 31, 2014.

All members covered by this agreement shall participate in mandatory direct deposit.

Section 2 Employees shall be eligible to receive the annual longevities provided in Article 25 on their anniversary date, provided the employee has provided satisfactory performance for the previous year as defined in Section 5 below.

Section 3 "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, and personal leave.

Section 4 When an employee assigned to a class requiring a license or certificate for qualification or where supervision believes that obtaining a license would be beneficial to the City, the City will pay the cost to obtain the license as well as the cost of any license renewal fee. If the employee uses the license any time during the calendar month, the employee will receive \$20 for that month.

Section 5 It is understood that 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, as defined above (i.e., has not been disciplined in the last six months resulting in loss of pay or benefits), the step increase will be granted. This shall not affect the next anniversary step increase date of payout.

ARTICLE 31 **TEMPORARY TRANSFERS**

Section 1 In any case where an employee is qualified for and required to serve in a supervisory capacity, or to accept the responsibilities for work in a higher classification and/or position, and if said employee shall perform these services for four (4) or more continuous hours, such employee shall be paid the higher of:

- a. The entrance rate of the higher assigned position/classification, 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.

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.

Section 2 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.

Section 3 An employee may be temporarily assigned to work in any position in the same or lower classification without change in pay rate.

Section 4 A temporary transfer shall not exceed 6 months. A temporary transfer to a higher rated classification shall first be offered to the senior qualified employee within the classification within the Department.

ARTICLE 32
SHIFT DIFFERENTIAL

Section 1 Employees required to work between the hours of 5 p.m. and 7 a.m., Monday through Sunday, shall be paid a shift differential of \$.50 per hour over and above their regular hourly rate for work performed during those hours. If there is a conflict between the pay rate in this Article and in Article 20, Article 20 shall apply solely.

ARTICLE 33
JOB BIDDING

Section 1 For the purpose of this Agreement a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular job description or classification, a newly created job, or an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment. It is within the sole discretion of the Employer whether to fill a vacancy, so long as its decision is not motivated by Union animus.

Section 2 Whenever a vacancy occurs within the bargaining unit, notice of the vacancy shall be posted in all Departments in the bargaining unit for a period of ten consecutive working days, not including the date of posting. During the posting period, anyone within the bargaining unit, or outside the unit, wishing to apply for the vacant position shall do so by submitting a written application on forms provided by the Employer to the City Manager or his/her designee. Postings shall contain the requirements as set forth in the position description or classification, the shift, and the rate of pay. The Employer will not consider applications filed after the tenth full working date. Employees shall only be permitted to accept a vacancy within the same classification once within a two (2) year period or for valid medical reasons.

Section 3 All applications filed in a timely manner will be reviewed by the City Manager or his/her designee within a reasonable time after the completion of the ten day posting period. The position shall be awarded to the most qualified applicant with the most skill and ability. If two applicants have equal skill and ability and in the City Manager's or his/her designee's discretion then the employee with the most bargaining unit seniority shall be awarded the position. Notice will be posted after a selection showing the name of the applicant selected or indicating that no one was selected. If no application is received or none of the applicants made the reasonable qualifications for the position, the Employer may fill the job by hiring a qualified new employee or employee outside of the bargaining unit. In the event the position is not filled within thirty (30) days following the completion of the posting period, a new posting must be posted prior to any award.

Section 4 Bargaining unit employees who are chosen for such vacancies shall serve a 120 day new job probationary period. Such employees who show little progress or fail to demonstrate the ability to meet the requirements of the position shall be returned to their same position, and those who advanced behind them shall be placed back to their former positions.

ARTICLE 34
BARGAINING UNIT WORK

Section 1 Non-bargaining unit employees shall not perform bargaining unit work that may cause layoff, demotion or downgrading of an employee in the bargaining unit, the reduction of the present workforce, the avoidance of overtime payment, curtailment below any employee's normal scheduled 40-hour workweek, or the prevention of the return to work of an available, competent bargaining unit employee for the duration of this Agreement.

ARTICLE 35
HEADINGS

Section 1 The use of headings before Articles and Sections is for convenience and identification only and no heading shall be used in the interpretation of the Article or Section that follows the heading, nor will the heading affect any interpretation of any Article or Section.

ARTICLE 36
UNSAFE WORKING CONDITIONS

Section 1 The Employer agrees to endeavor to maintain reasonably safe working conditions. In the event a situation is determined to be unsafe, the employee shall notify his/her supervisor immediately. Any notice of potentially unsafe working conditions will be handled expeditiously.

Section 2 All unsafe working conditions shall be reported to supervisors. In a situation where a serious unsafe working condition exists that has been properly brought to a supervisor's attention and has not been remedied, an employee will not be required to perform the work and will be assigned alternative duties if available.

Section 3 The Union will have two members attend Safety Committee meetings. The meetings will be held at the Water Pollution Control Plant on the third Thursday of every month at 9:00 a.m.

Section 4 The Employer will provide adequate safety training to all employees working in bargaining unit positions, including temporary positions.

ARTICLE 37
LABOR-MANAGEMENT COMMITTEE

Section 1 A Labor-Management Committee shall be created forthwith, which shall meet on a quarterly basis, or more or less often by agreement of the parties, to discuss matters of mutual concern related to bargaining unit employees' wages, hours, and/or working conditions. There shall be an equal number of representatives appointed by the Union and the Employer to the Labor-Management Committee.

ARTICLE 38
PERSONNEL RECORDS

Section 1 Employees and/or their authorized representatives shall have the reasonable right to review the contents of their personnel files. Employees shall have access to all materials in their files and review may be made during normal working hours. Reasonable requests to provide one copy of documents in the file shall be honored at no charge.

Section 2 An employee shall be provided with a copy of any document(s) concerning the character or performance of his/her duties placed in his/her formal personnel file, and shall have the right to have placed in such file his/her statement within the limits of the O.R.C. concerning any such document(s). This copy shall be given within 20 days of the time it is placed in the personnel file, either by hand (with an acknowledgment by the employee), or by mail (return receipt must be used).

Section 3 The employee's personnel file shall not be made available to any organization or person other than the Employer or its agents, without the employee's written authorization, unless pursuant to Court order, subpoena, or request made pursuant to the Ohio Public Records Act.

Section 4 An employee shall have the right to receive any document(s) in his/her personnel file regarding performance of his/her duties or character. If the Employer does not comply with the service provisions of Section 2 above, the document shall not be taken into consideration.

ARTICLE 39
JOB DESCRIPTIONS

Section 1 The Employer has the sole and exclusive right to make job evaluations and job descriptions and to create or not fill job classifications when it deems appropriate. An employee shall be provided with a copy of the job description for his or her job classification upon request to the appropriate Employer representative.

Section 2 In the event a new job classification is established by the Employer that may be related to an existing job classification in the bargaining unit, the Employer will promptly notify the Union in writing prior to placing the job classification into effect. The parties agree to meet within 7 calendar days of the notice or at some other agreed-upon time, to seek agreement upon the new job classification and rate of pay. If an agreement cannot be reached, the matter may be submitted to arbitration for the purpose of determining the rate of pay in the new classification.

Section 3 In the event the name of a job classification in the bargaining unit is changed, and the work duties remain substantially unchanged, the Employer will promptly notify the Union of the name change, but in all other respects, rate of pay and description will remain the same.

Section 4 Upon request of the Union, the Employer shall provide to the Union the current position description, including the minimum qualifications and any special requirements reasonably related to the position being performed for all positions in the bargaining unit. Whenever the Employer changes a job description of any such position, the Employer agrees to provide the Union with a copy of the new position description before it is put into effect. Any employee whose position description has been changed shall also be provided a copy of the new position description before it is put into effect.

Section 5 If substantial changes in the method of operations, tools, or equipment of a position occurs, the Employer shall provide the Union with a copy of the changed position description, if one has been written, and shall meet with the Union for the purpose of placing the position into an existing classification or establishing a new classification. The meeting shall take place within ten working days of the request to meet, or as otherwise mutually agreed by the parties. In the event the Union proposes that the changed position be placed in a higher rated classification, or that the rate of pay for the position be increased, the Union shall bear the burden of proof. In the event the Employer and the Union are unable to reach an agreement as to the appropriate classification or rate of pay for the new position, the matter may be submitted by the Union directly to the Mediation Step of the Grievance Procedure.

ARTICLE 40 **SUSPENSION OR REVOCATION OF DRIVER'S LICENSE**

Section 1 In the event an employee receives a traffic citation for a moving violation that could lead to a suspension or revocation of the employee's driver's license, or the employee suffers a suspension or revocation of the employee's right to drive the Employer's equipment for any reason, the employee must notify his/her Department Head in writing within two weeks of such an occurrence. Failure to do so will subject the employee to disciplinary action, up to and including termination.

Section 2 Employees required to drive and maintain a license as part of their employment will be laid off during the period of their suspension or revocation, without pay, so long as the duration of the suspension or revocation is less than 30 days. If the suspension or revocation exceeds 30 days, the employee may be laid off at the Employer's discretion or terminated. The Employer may assign non driving duties if such duties are available.

ARTICLE 41
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
(PERS) PENSION PICKUP

Section 1 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's contribution to the Public Employees' Retirement System of Ohio Pension Plan as may be determined by ordinance of Council for all eligible 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 Internal Revenue Service Code.

Section 2 Employees shall not have the option to receive the contributed amounts directly instead of having them paid to PERS.

Section 3 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 PERS, to arrive at an adjusted gross compensation amount for federal and state income tax purposes.

Section 4 Employees may elect to use the pickup deduction to purchase additional service credit or redeposit contributions previously withdrawn plus interest as permitted by Ohio Revised Code Chapter 145 and in conformance with the Plan described in Section 1 above. Employees who elect to participate in this Plan cannot increase, decrease or terminate the amount of the pickup deduction until it is paid in full.

ARTICLE 42
COPIES OF AGREEMENT

Section 1 The Employer shall provide copies of this Agreement at no cost to the Union to all employees upon hire.

ARTICLE 43
MODIFICATION

Section 1 The Employer and the Union acknowledge that during the negotiations that 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, 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.

Section 2 This Agreement represents the entire agreement between the Employer and the Union. This Agreement shall not be altered, changed or modified without the express written approval of the Employer and the Union.

Section 3 Amendments to and modifications of this Agreement may be made by mutual agreement of the parties.

ARTICLE 44
LEGALITY

Section 1 It is the intent of the Employer and the Union that this Agreement comply in every respect with applicable state and federal laws. If it is determined by a court of competent jurisdiction that any provision of this Agreement is null and void, such a determination shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. In the event any provision is determined unlawful, that provision of this Agreement shall be reopened, and the Employer and the Union shall meet within 30 calendar days for the purpose of negotiating a lawful alternative provision.

ARTICLE 45
GENDER AND PLURAL

Section 1 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 in the masculine, feminine or neuter gender shall be construed to include each other gender. The use of masculine, feminine or neuter genders is for the sake of convenience only, and is not to be interpreted as gender discrimination.

ARTICLE 46
UNIFORMS

Section 1 Police Clerks and any bargaining unit employees currently entitled to a uniform allowance shall receive a uniform allowance in the amount of Four Hundred Dollars (\$400.00) each year of the Contract to be paid during the month of April. The

City will, however, develop and implement a reasonable dress code for those dealing with the public.

Section 2 The Employer shall provide to each employee an allowance of up to Fifty Dollars (\$50.00) in the first year of the Contract, and fifty Dollars (\$50.00) in the second year of the Contract for items the employee feels he/she needs for the performance of his/her job. Employees will be reimbursed upon presentation of receipts.

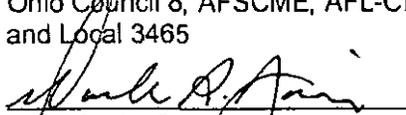
ARTICLE 47
DURATION

Section 1 This Agreement shall be in effect from April 1, 2012 until March 31, 2015, and thereafter from year to year, unless at least 60 calendar days prior to the expiration date, or anniversary thereof, either party gives timely written notice to the other of an intent to bargain. Within ten calendar days after receipt of a timely written notice, a conference will be arranged to negotiate any proposals. In addition, either party with proper notice to the other may re-open the sole issue of wages for the third year of this Agreement as outlined in Article 30 hereof.

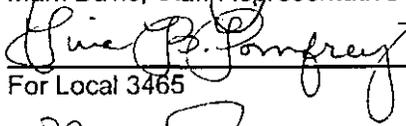
ARTICLE 48
EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed this 9th day of April, 2012.

FOR THE UNION:
Ohio Council 8, AFSCME, AFL-CIO
and Local 3465



Mark Davis, Staff Representative



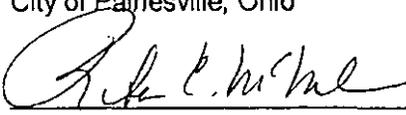
For Local 3465



For Local 3465

For Local 3465

FOR THE EMPLOYER:
City of Painesville, Ohio



APPENDIX A

Letter of Understanding Between
The City of Painesville
And
Ohio Council 8, and Local 3465 of the American Federation
Of State, County and Municipal Employees, AFL-CIO

The title and position of Collections Supervisor, currently held of Rose Krebs, will be changed to the title and position of Collections Analyst. Rose Krebs will receive all pay increases provided to employees under the collective bargaining agreement based on her current rate of pay. On the earlier of March 1, 2007 or when Rose Krebs vacates the position, anyone other than Rose Krebs receiving it will receive it as a Clerk Analyst at a Grade 11, Step 1 rate. If Rose Krebs remains in the position after March 1, 2007, she will be a Clerk Analyst at a Grade 11, Step 6 rate.⁸

The full-time positions that will remain in the bargaining unit include administrative analyst, building inspector, collections analyst, engineering technician, fiscal clerks 1-3, housing inspector, police records clerk, and secretary 1 and 2.

The five (5) part-timers who are currently part of the Union include: Elda Pillar, Mary Ellen Saxe, Benjamin Gomez, Arlene Latva and Laural Medlen.

The understanding will remain part of the collective bargaining agreement between the City of Painesville and AFSCME, unless and until mutually-agreed to otherwise by the parties.

APPENDIX B

MEMORANDUM OF UNDERSTANDING #2

The Secretary in the Building Department will receive a plus rate for her attendance at the Board of Zoning Appeals meetings and her documented work connected therewith.

For the Union:
Jack A. Jim Date
Erica P. Pomfrey
Noelle M.

For the Employer:
Robt C. Walsh 4-3-12 Date

APPENDIX C
WAGE SCHEDULE

BI-WEEKLY HOURLY RATES EFFECTIVE
4/1/12, 4/1/13 & 4/1/14
UNLESS RE-OPENED BY EITHER PARTY

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	10.9742	11.5232	12.0991	12.7043	13.3396	14.0066
2	11.5232	12.0991	12.7043	13.3396	14.0066	14.7066
3	12.0991	12.7043	13.3396	14.0066	14.7066	15.4419
4	12.7043	13.3396	14.0066	14.7066	15.4419	16.2143
5	13.3396	14.0066	14.7066	15.4419	16.2143	17.0245
6	14.0066	14.7066	15.4419	16.2143	17.0245	17.8757
7	14.7066	15.4419	16.2143	17.0245	17.8757	18.7703
8	15.4419	16.2143	17.0245	17.8757	18.7703	19.7085
9	16.2143	17.0245	17.8757	18.7703	19.7085	20.6938
10	17.0245	17.8757	18.7703	19.7085	20.6938	21.7285
11	17.8757	18.7703	19.7085	20.6938	21.7285	22.8150
12	18.7703	19.7085	20.6938	21.7285	22.8150	23.9561
13	19.7085	20.6938	21.7285	22.8150	23.9561	25.1533
14	20.6938	21.7285	22.8150	23.9561	25.1533	26.4111
15	21.7285	22.8150	23.9561	25.1533	26.4111	27.7321
16	22.8150	23.9561	25.1533	26.4111	27.7321	29.1179
17	23.9561	25.1533	26.4111	27.7321	29.1179	30.5742
18	25.1533	26.4111	27.7321	29.1179	30.5742	32.1028

APPENDIX D

Memorandum of Understanding #3
Between
The City of Painesville
and
Ohio Council 8, and Local 3465 of the American Federation
Of State, County and Municipal Employees, AFL-CIO

I. Should any of the City's unions or any group of its non-bargaining unit employees voluntarily receive a wage increase during the first two years of this Agreement (4/1/12 to 3/31/13 and 4/1/13 to 3/31/14), this Union will receive the same increase. "Voluntarily" shall mean other than an award granted as a result of the arbitration and its appeal procedure.

For the Union:

Mark A. Jiri
Date

Guia B. Pomfrey

Noel M. R.

For the Employer:

Robert C. Michael 4-3-12
Date



BUCKINGHAM, DOOLITTLE & BURROUGHS, LLP

Attorneys & Counselors at Law

Experience Service ExcellenceSM

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

Akron
Boca Raton
Canton
Cleveland

Gerald B. Chattman
Direct Dial: (216) 615-7354
Direct Fax: (216) 615-3006
GChattman@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-01-0012
City of Painesville, Ohio and AFSCME Ohio Council 8 and
Local 3465, AFL-CIO**

2012 APR - 9 A 9:58
STATE EMPLOYMENT
RELATIONS BOARD

Dear Mr. Collins:

Enclosed please find a signed copy of the Collective Bargaining Agreement between AFSCME Ohio Council 8 and Local 3465, AFL-CIO 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)
Mark R. Davis, AFSCME 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)