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AN AGREEMENT

between

**LOCAL 673  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

and

**CITY OF PAINESVILLE**

**EFFECTIVE: APRIL 1, 2015  
EXPIRATION: MARCH 31, 2018**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
I	Agreement.....	3
II	Preamble.....	3
III	Recognition.....	3
IV	Management Rights.....	4
V	Non-Discrimination.....	4
VI	Union Security.....	5
VII	Union Representation and Visitation.....	6
VIII	Prohibition of Strikes and Lockouts.....	6
IX	Grievance Procedure.....	7
X	Arbitration.....	8
XI	Normal Work Week.....	8
XII	Compensation Plan.....	9
XIII	Overtime Work and Pay Types.....	12
XIV	Requirements as to Continuity of Service.....	14
XV	Straight Time for Meetings.....	14
XVI	Sick Pay.....	15
XVII	Holidays.....	17
XVIII	Vacation Leave.....	18
XIX	Bereavement Leave.....	19
XX	Shift Differential.....	20
XXI	Safety Committee.....	20
XXII	Workers' Compensation.....	21
XXIII	Military Leave.....	21
XXIV	Special Leave.....	22
XXV	Educational Reimbursement.....	23
XXVI	Uniforms and Equipment.....	24
XXVII	Health and Welfare.....	26
XXVIII	Reduction in Force.....	27
XXIX	Vacancies.....	28
XXX	Disciplinary Action.....	28
XXXI	Conformity to Law.....	30
XXXII	Protection of Rights.....	30
XXXIII	Gender and Plural.....	30
XXXIV	Headings.....	31
XXXV	Obligation to Negotiate.....	31
XXXVI	Total Agreement.....	31
XXXVII	Duration of Agreement.....	31
	Signature Page.....	32

**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. 673, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union".

**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.

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, to work on those issues not deemed to be covered by intent and or purpose of this Agreement. This Committee shall consist of three (3) representatives from the Union and three (3) 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. It shall select its own Chairman and Secretary.

**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 Electric Division occupying the positions of Electric Ground Worker, Apprentice Distribution Worker, Assistant Tree Trimmer, Electric Meter Repair Worker, Electric Distribution Worker II, Tree Trimmer, Electric Distribution Worker I, Ash/Coal/Water Workers, Electric Plant Mechanic, Yard Worker, Electric Plant Mechanic Welder, Stationary Engineer, Electrician, and Utility Worker, excluding all part-time, seasonal and temporary employees. All other employees of the City are excluded from the bargaining unit. Said recognition shall continue for a term provided by law.

**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 work 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.

- a) The City can direct the workforce anywhere in the City for temporary work and management will cross-train employees to perform other tasks to maintain staff utilization and to avoid layoffs.
- b) In addition to the previously permitted use by management of making temporary assignments on an as needed basis, when there is an opening in a classification, management can assign any qualified employee within that classification to the opening in its discretion. Before making the assignment, management will discuss its reasoning with the Union and will not use this clause as discipline or punishment.
- c) When assigned to work at a site other than the employees normal worksite, the employees will report to their normal work site, Plant employees to the Plant, and Distribution employees to the Distribution Building at the assigned start time and the City will provide transportation to and from the assigned work site.

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.

## **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 disability.

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            UNION SECURITY**

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.

The parties agree that for the life of this Agreement, no part-time employees will be employed to perform overtime work normally performed by the members of the Union, except under those circumstances where student help is added to the workforce. Under such circumstances, before any non-bargaining unit member is permitted to work overtime, regular employees will be given first priority on overtime.

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 in accordance with O.R.C. Section 4117.09 on a monthly basis. This deduction shall be for the month in which the card becomes effective, and will be deducted from each 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 for 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.

6.06    C.O.P.E. – Subject to applicable laws and upon receipt of a written authorization from an employee, the City shall deduct from the pay due such an employee Committee on Political Education (C.O.P.E.) donations and transmit such, separately from Union dues deductions, to the Financial Secretary of each Local Union. An employee's written authorization for the City to deduct C.O.P.E. donations shall continue in effect for the duration of this Agreement, or until receipt by the City of a written notice of revocation, or when the employee ceases to be represented by the Union, whichever occurs earlier. The employee can only make changes to the C.O.P.E. donation every six (6) months.

The City shall have no obligation to deduce C.O.P.E. donations for any period in which the employee received (after all other deductions) pay less than the amount of such donation. The Union shall indemnify and save the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by any reason of action taken by the City in making payroll deduction of C.O.P.E. donations as hereinabove defined.

**ARTICLE VII            UNION REPRESENTATION AND VISITATION**

7.01    The City recognizes the right of the Union to designate a job steward or alternate from amongst the employees of the City at the location(s) covered hereunder, and the Union shall advise the City of such designation.

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    Job stewards and alternates have no authority to take strike action or any other action interrupting the City's business except as authorized by official action by the Union. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized action as defined in this Article and Article VIII.

7.04    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 employee(s), or disrupt operations in any way unless expressly permitted by the City.

7.05    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.

**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.

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.

8.04    This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations.

**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 contract. 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 supervisor(s) of the possible grievance within fourteen (14) 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. The supervisor will schedule an informal meeting within fourteen (14) 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, with a written reply of the meeting to be given to the employee, the Union steward, and the Employer.

**Step 2:**

If no satisfactory settlement is reached at the first step, the grievance may be appealed to the Division Head, or other City designate, and the Local Union Business Representative within seven (7) days after receiving the reply of the first step. The appeal shall restate the grievance, and shall include proposed remedy sought by the aggrieved party. A second step answer, reduced to writing, will be given to the aggrieved party within seven (7) days of receiving the written appeal.

**Step 3:**

If no satisfactory answer is reached at the second step, the grievance may be appealed to the City Manager and the Union Business Representative or their designated alternates within seven (7) 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. A meeting will be scheduled with the parties within fourteen (14) days after the receipt of the appeal, and a written reply will be issued as a result of this hearing within fourteen (14) 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) days after the receipt of 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 arbitral. A failure by the Employer to respond in the above outlined procedure within the times stipulated, will result in the grievance being moved to the next step in this Procedure.

9.04 Nothing in this contract 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 the 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 fees and expenses of the arbitrator and the costs of the hearing room, if any, 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 unemployed 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. For Distribution, this will mean five (5), eight and one-half (8.5) hour work days with a one-half (1/2) hour unpaid lunch except for the Second shift which will be eight (8) hours. For the Plant, when it is not online, all hourly personnel will be assigned five (5), eight and one-half (8.5) hour work days with a one-half (1/2) hour unpaid lunch. When the plant is online all personnel will be assigned eight (8) hour shifts. 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 City shall, whenever possible, give an employee a seventy-two (72) hour notice before they make any changes in an employee's 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.

11.03 The employees of the Distribution area shall not be required to work out of doors in the following weather conditions unless it is in the instance of an emergency or in an effort to maintain service:

- rain
- snow
- cold (when the temperature is ten (10) degrees F or colder.) During such inclement weather, the employees may perform any work associated with their job which can be done indoors.

## **ARTICLE XII**

### **COMPENSATION PLAN**

12.01 After initial appointment or promotion to a position, the first twelve (12) months of service will be considered a probationary period. In the event of an initial appointment or a promotion, the employee will be reviewed at the fourth, eighth and eleventh month for performance so as to keep the employee abreast of his progress in the new position. New hires or promoted employees will be reviewed during this probation period in accordance with current practice and will receive evaluation forms as set forth in the attached exhibits. Upon the satisfactory conclusion of the probation period, the compensation of the employee shall be advanced to the next higher step in the grade for the class in which the employee's position is allocated. In the event that the employee does not satisfactorily complete the probation period, he shall be terminated from employment, except in the case of a promotion from a lower position, he may elect to revert to such a previous position. Such employee shall subsequently serve thereat for at least such period as is normally required for advancement to the next higher step rate. 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 to their previous rank and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained.

12.02 Should an employee within a position requiring specific licensure within a specific time frame be unable to obtain said licensure, 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 required to serve in a supervisory capacity, or to accept 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, 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.

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 required to be in charge of one 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, and to carry over to the start of the next regular shift. As long as the requirement for plus rate is in effect or initiated per this Section.

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 - 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 three (3%) percent increase on their rate.
- b) All employees who have fifteen (15) years service with the City shall receive a five and three-quarters (5.75%) percent increase on their rate.
- c) All employees who have twenty (20) years service with the City shall receive an eight and one quarter (8.25%) percent increase on their rate.
- d) All employees who have twenty-five (25) years of service with the City shall receive a ten and three quarters (10.75%) percent increase on their rate.

12.09 All employees who are not receiving longevity payments under the "percentage longevity" plan, shall become eligible for annual longevity payments pursuant to the following schedule.

- a) All employees who have six (6) to nine (9) years of service with the City shall receive a three hundred thirty dollar (\$330.00) payment.
- b) All employees who have ten (10) years service with the City shall receive a one thousand four hundred thirty dollar (\$1,430.00) payment.
- c) All employees who have fifteen (15) years service with the City shall receive a one

thousand nine hundred eighty dollar (\$1,980.00) payment.

- d) All employees who have twenty (20) years service with the City shall receive a two thousand five hundred thirty dollar (\$2,530.00) payment.
- e) All employees who have twenty-five (25) years service with the City shall receive a three thousand eighty dollar (\$3,080.00) payment.

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

Employees shall be eligible to receive the annual longevity as provided in this provision on their anniversary date. It is understood that longevity payments are based on satisfactory performance, meaning that 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. Employees may elect to have this longevity payment 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.

12.10 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.

12.11 For the duration of this Contract, the Compensation Plan for employees covered by this Agreement shall be hereby adopted according to the following schedule:

**Effective April 1, 2015**

<u>GRADE</u>	<u>STEP1</u>	<u>STEP2</u>	<u>STEP3</u>	<u>STEP4</u>	<u>STEP5</u>	<u>STEP6</u>
12	16.5790	17.1960	17.8618	18.4044	19.0958	19.8109
13	17.1960	17.8618	18.4044	19.0958	19.8109	20.5480
14	17.8618	18.4044	19.0958	19.8109	20.5480	21.3402
15	18.4044	19.0958	19.8109	20.5480	21.3402	22.2043
16	19.0958	19.8109	20.5480	21.3402	22.2043	23.0674
17	19.8109	20.5480	21.3402	22.2043	23.0674	23.9559
18	20.5480	21.3402	22.2043	23.0674	23.9559	24.8932
19	21.3402	22.2043	23.0674	23.9559	24.8932	25.9045
20	22.2043	23.0674	23.9559	24.8932	25.9045	26.9903
21	23.0674	23.9559	24.8932	25.9045	26.9903	28.1004
22	23.9559	24.8932	25.9045	26.9903	28.1004	29.2103

**Effective April 1, 2016**

<u>GRADE</u>	<u>STEP1</u>	<u>STEP2</u>	<u>STEP3</u>	<u>STEP4</u>	<u>STEP5</u>	<u>STEP6</u>
12	16.9935	17.6259	18.3083	18.8645	19.5732	20.3062
13	17.6259	18.3083	18.8645	19.5732	20.3062	21.0617
14	18.3083	18.8645	19.5732	20.3062	21.0617	21.8737
15	18.8645	19.5732	20.3062	21.0617	21.8737	22.7594
16	19.5732	20.3062	21.0617	21.8737	22.7594	23.6441
17	20.3062	21.0617	21.8737	22.7594	23.6441	24.5548

18	21.0617	21.8737	22.7594	23.6441	24.5548	25.5155
19	21.8737	22.7594	23.6441	24.5548	25.5155	26.5521
20	22.7594	23.6441	24.5548	25.5155	26.5521	27.6651
21	23.6441	24.5548	25.5155	26.5521	27.6651	28.8029
22	24.5548	25.5155	26.5521	27.6651	28.8029	29.9406

Effective April 1, 2017

<u>GRADE</u>	<u>STEP1</u>	<u>STEP2</u>	<u>STEP3</u>	<u>STEP4</u>	<u>STEP5</u>	<u>STEP6</u>
12	17.2484	17.8903	18.5829	19.1475	19.8668	20.6108
13	17.8903	18.5829	19.1475	19.8668	20.6108	21.3776
14	18.5829	19.1475	19.8668	20.6108	21.3776	22.2018
15	19.1475	19.8668	20.6108	21.3776	22.2018	23.1008
16	19.8668	20.6108	21.3776	22.2018	23.1008	23.9988
17	20.6108	21.3776	22.2018	23.1008	23.9988	24.9231
18	21.3776	22.2018	23.1008	23.9988	24.9231	25.8982
19	22.2018	23.1008	23.9988	24.9231	25.8982	26.9504
20	23.1008	23.9988	24.9231	25.8982	26.9504	28.0801
21	23.9988	24.9231	25.8982	26.9504	28.0801	29.2349
22	24.9231	25.8982	26.9504	28.0801	29.2349	30.3897

It is understood that all step increases are based upon satisfactory performance, meaning the employee has not been disciplined in the last six (6) months resulting in a loss of pay or benefits. Such employees will be re-evaluated after six (6) months and if the employee has maintained satisfactory performance, the step increase will be granted.

12.12 If the City institutes any voluntary pay raises after April 1, 2011 from the General Fund for any other bargaining unit that would put the other bargaining unit ahead of the IBEW unit, the City will provide an equivalent pay raise to the IBEW unit.

12.13 Effective May 1, 2011, all members covered by this Agreement will have their paychecks direct deposited.

### **ARTICLE XIII OVERTIME WORK AND PAY TYPES**

13.01 In any emergency, 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 ½) 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.

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 otherwise by the employee and the supervisor.

13.05 In the event of the necessity of overtime, the overtime call-in procedure will be followed. In the event the available overtime cannot be filled in a timely manner or will be delayed in arriving, the employee will stay until relieved.

13.06 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 be the determinate.
- b) Holidays: A holiday shall be considered a day worked for purposes of determining eligibility for overtime hours. For a scheduled non-worked holiday, the rate will be straight time.
- c) Vacation: Vacation time shall be considered as time worked for purposes of determining eligibility for overtime pay.
- d) Sick Leave: Sick leave hours taken shall be considered as time worked for the purpose of determining eligibility for overtime pay. 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.
- e) Absence: Any other absence not provided for above shall not be construed as time worked for purposes of determining eligibility for overtime pay.
- f) If an employee works his day off, he shall be paid at one and one half times his rate of pay. The employee will be paid the shift differential in effect for his next regularly scheduled shift.

13.07 Hourly rated employees who are required to work in excess of sixteen (16) hours within a twenty-four (24) hour period as defined above, shall be entitled to an eight (8) hour rest period before returning to work on their regularly scheduled shift on a regularly scheduled work day. In the event this rest period extends into the next regularly scheduled shift on the regularly scheduled work day within the normal work week, employees shall lose no time thereby.

13.08 In the event the employee is required to work during the rest period as set forth in Section 7 above, such employee shall be paid at a double-time rate for all succeeding hours until relieved from further duty, not to exceed eight (8) hours. If the employee is capable, and chooses to continue to work he may, provided there is no CDL/HB308 conflict. If any employees choose to go home and there is yet remaining work, the City has the option to call in outside contractors.

13.09 When an employee is required to work unscheduled overtime for a period of four (4) or more continuous hours beyond his normal shift, the employee shall be entitled to an overtime meal as authorized by his immediate supervisor. The cost of such meal shall be:

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$10.00

In order to be eligible for this allotment, the employee must present to his supervisor, a restaurant receipt for the meal in question.

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 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 ½) their normal rate. The minimum payment for such call-out shall not be less than three (3) hours for first and second shift call outs and not less than four (4) hours for third shift call outs, and time begins when the employee reports to work. The rate of pay for call-outs on holidays is governed by section 17.01.

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 their normal rate. This time is not subject to overtime pay or calculation.

#### **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 therefrom. 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 three [3]) 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 the 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 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 sixty (60) minutes prior to his starting time. If the sickness continues for more than the initial day, the employee should notify his supervisor at least for (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: spouse, child, step-child, parent. Such leave shall be limited to twenty-five (25) days annually. It is understood that sick leave utilized where the family member was hospitalized, the care before and after hospitalization, as well as any documented medical care, inclusive of medical appointments shall not count towards the twenty-five day limit.
- b) In the event of a death in the employee's immediate family and upon extenuating circumstances, sick leave may be used to extend the authorized bereavement leave, as per Article XIX, however, such extension may not exceed two (2) days. Immediate family for this provision only (death in immediate family) shall be defined the same as Section 19.02.

16.05 Sick leave may be used in a minimum of half-hour (1/2) increments.

16.06 An employee on sick leave shall furnish a written signed statement to his supervisor to justify the usage of sick leave. If the Employee fails to submit a sick leave request form within seven (7) calendar days of returning to work, the Employee shall forfeit any paid time and shall be unpaid (unless the failure to do so was not in the Employee's control). If medical attention is required, and/or the 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 before the employee returns to duty.

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.

16.07 Any employee fraudulently claiming sick leave allowance from work for other reasons shall 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.

16.08 Each 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 a maximum of ten (10) days will be paid;
- After fifteen (15) years of service, 50% or a maximum of twenty (20) days will be paid;
- After twenty (20) years of service, 75% or a maximum of thirty (30) days will be paid, and
- After twenty-five (25) years of service, the full allowable forty (40) days.

16.09 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%) percent of the total number of accumulated unused sick hours earned by the employee up to fifteen hundred (1500) and thirty-three (33%) 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.

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

16.11 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 9 hereof, the payment as described shall be

made to the employee's estate.

16.12 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.

16.13 Employees with a sick leave balance in excess of three hundred (300) hours during a twelve (12) month calendar year will be paid at one hundred percent (100%) of their rate. Employees whose balance is below three hundred (300) hours, and has exceeded eighty (80) hours of sick leave in a calendar year, will be paid at eighty percent (80%) of their regular rate for any hours taken over eighty (80). Sick leave covered by FMLA will be paid at 100%. Sick leave prior to and subsequent to a hospitalization or sick leave of (3) or more consecutive days 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, 2008.

16.14 An employee will be entitled to use up to two (2) hours of accrued sick leave credit per doctor visit for doctor appointments if it is necessary to schedule such appointments during the employee's scheduled work day. Use of more than two (2) hours of accrued sick leave credit for such an appointment will only be allowed upon employee's submission of verification from the doctor's office of the initial appointment time and the employee's departure from such office. Employees are expected to return to work promptly after such appointments. Additional sick leave hours for multiple office visits and/or extenuating circumstances may be approved by management as appropriate.

## **ARTICLE XVII      HOLIDAYS**

17.01 All full-time employees on active pay status covered by this Agreement shall receive their regular compensation for the following holidays, or part thereof. If a holiday falls on an 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 on such holiday:

- a) Distribution/Maintenance - They shall be paid at the rate of eight (8) hours straight time for the holiday, and two (2X) times his straight rate of pay for any hours worked on the holiday.
- b) Generation - If an employee is required to work on such holiday, they shall be paid at the rate of eight (8) hours straight time for the holiday, and paid time and one-half (1 1/2) for eight (8) hours 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.

17.02 The following are the approved holidays:

- The first day of January (New Year's 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-fourth day of December (Christmas Eve)
- 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). (Note: New employees hired after July 1, will not receive this holiday during their first year.)
- 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 unexcused absence on his last regularly scheduled work day preceding such holiday, or on his first regularly scheduled work day immediately following such holiday.

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, 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.

- 18.02
- a) Employees who have completed five (5) years of 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 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 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 (5<sup>th</sup>), twelfth (12<sup>th</sup>), or eighteenth (18<sup>th</sup>) 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, stepchild, step-parents, 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.

19.04 An employee can request up to three (3) days of sick leave to attend to the funeral of the following: domestic partner, aunt, uncle or cousin.

**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, whether the employee works before or after the regularly scheduled shift.

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

**ARTICLE XXI            SAFETY AND COMMITTEE**

21.01 The Employer and 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 employees during the hours of their employment.

There will be regular monthly safety meetings where practicable at Line Distribution and

Generation Plant. Such meetings may include communication or meetings between safety personnel of Line Distribution and Generation Plant.

21.02 It is agreed that the Employer and the Union will meet for the purpose of discussing and attempting to agree upon provisional rules for safe work practices. The Employer reserves the right to promulgate such rules under this provision. All provisional work rules whether agreed by the Safety Committee or promulgated by the Employer will be published and distributed.

21.03 The failure of an employee to comply with any of the safety regulations approved by the Safety Committee or the Employer of which he/she has been properly informed or his/her failure to use required safety equipment which has been supplied by the City and approved by the Safety Committee or the Employer may be considered grounds for disciplinary action.

21.04 The Employer will agree to respond in writing to any written safety concern presented by the Safety Committee within thirty (30) days.

## **ARTICLE XXII            WORKERS' COMPENSATION**

22.01 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 first forty (40) hours of a claim will be paid with sick leave pay at the employee's applicable sick leave rate in effect at the time a claim is certified by the bureau of Worker's Compensation. For the remainder of the seven (7) month period, an employee will receive wage continuation at the rate of one hundred percent (100%) of the employee's regular rate of pay. 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.

22.02 Payment for lost time for the first forty (40) hours due to service connected injury or illness, shall be converted to disability leave once the injury is certified by the Bureau of Worker's Compensation. The sick leave bank will then be replenished by the forty (40) hours deducted as outlined in section 22.01 above.

22.03 If an employee returns to work and must take off for physical therapy or other similar treatment, the employee should try to schedule such treatment during non-work hours. If the employee must receive such therapy during working hours, the employer shall pay up to one (1) hour per week at the employee's regular rate of pay. The employee may use accumulated sick leave or choose to go unpaid for any time take off in excess of one (1) hour per week for such treatment.

### **22.04 Transitional/Modified Duty**

The Employer may offer transitional/modified duty if the Employee's physician releases him to such duty. If the City offers transitional duty within the employee's restriction, the Employee must accept such transitional duty. If the Employee refuses such duty, the City may discontinue wage continuation payments.

If an employee indicates his or her doctor states he or she is totally disabled, he or she shall have the option to be evaluated by a City doctor. If the City doctor believes that an

employee may return to work with modifications, the employee may return under those terms. If the employee chooses to follow the recommendations of his or her doctor or chooses not to see the City doctor, the employee will receive benefits from Workers Compensation rather than receiving continued pay.

#### **ARTICLE XXIII      MILITARY LEAVE**

23.01 The City and employees agreed to follow the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. §4301 et seq.) and state law.

#### **ARTICLE XXIV      SPECIAL LEAVE**

24.01 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.

24.02 Employees of the City who become pregnant, or who are adopting a child, and who desire to return to work at a future date, shall be granted maternity or adoption leave. Said leave shall be for a period of up to three (3) months, which may be extended upon agreement by both parties. A maternity or adoption leave shall be with pay, as deducted from the employee's available sick leave credit balance.

24.03 Application for maternity or adoption leave shall be in writing and shall contain a statement of the expected birth date, 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. Said written request shall be submitted sixty (60) days in advance of the beginning of the leave.

24.04 Upon return from approved maternity/adoption 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.

24.05 The City recognizes that pregnancy can contribute to a disability, the extent or duration of which can be determined and shall be declared in writing by the individual's attending physician, usually no later than the normal six (6) week check-up after birth. Disability due to pregnancy or childbirth shall be considered on the same terms and conditions as applied to other temporary disabilities.

24.06 An employee, who because of a miscarriage, or other unforeseen circumstances or a personal desire to return to service and who is physically able to resume her duties as before the stated "intended return" may present a medical certificate from the attending physician indicating the employee's ability to return at a date earlier than specified. If a position for which

said employee is qualified is or becomes available, the employee will be granted said position.

24.07 The City requires certification from a medical doctor that an employee is physically able to perform all normal duties and obligations upon the intended date of return from a maternity leave.

24.08 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 from when first approved. During such leave the employee shall continue to receive health insurance, but shall not receive any other benefit. Employees that suffer a non-work related injury are eligible for a temporary modified work assignment.

24.09 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.

## **ARTICLE XXV            EDUCATIONAL REIMBURSEMENT**

25.01 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) dollars per calendar year.

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

25.03 The City shall provide reimbursement cost to obtain an original Commercial Driver's 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.

25.04 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.

25.05 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 in the amount of three hundred dollars (\$300.00), paid annually on the employee's anniversary date. This payment shall be only for one (1) license of a higher level. To maintain this benefit, an employee must continue to hold a valid license and the employee must be trained to management's satisfaction resulting in the employee's preparedness to handle those tasks within the scope of the license or certificate. It is management's responsibility to schedule the training required by this clause. The following is a list of licenses for which employees will be eligible for the additional compensation listed in this section:

- Boiler Operator's License
- Energy Auditor's Certificate
- Commercial Driver's License

25.06 Training

- 1) Employees in the distribution department, shall be offered enrollment in the Power Delivery Program, or its then equivalent.
- 2) All fees, books and materials associated with this course shall be paid for by the City of Painesville.
- 3) All employees, who successfully complete the Power Delivery Program or its then equivalent as determined by the City, will be entitled to a \$300.00 per year for the license/certificate on the anniversary date of completion of the program.
- 4) All employees hired into the Electric Distribution Department after January 1, 2015 will be required to complete the Power Delivery Program.

**ARTICLE XXVI      UNIFORMS AND EQUIPMENT**

26.01 The City will provide the following uniforms. Should an employee need to replace any of the equipment below, he/she must prove the need by showing management their current uniform. Management shall determine if the replacement is necessary:

- a) Line Distribution
  - 1) Thirteen (13) sets of FR uniforms (pants & shirt).
  - 2) Rain wear. (FR).
  - 3) One (1) pair Hall's Lineman's boot, PAC 10,000 volt accepted tested, and Hall's Lineman's Safety Boot. Replacements based upon discretion of Department/Division Head, and turn in of old boot. For line distribution employees not assigned to climbing work, up to one pair of steel toed safety boots, to be replaced as needed by requesting to the Department/Division Head, and the turn in of old boots (Handled via reimbursement as provided under Section 26.01(B)(9)).
  - 4) Two (2) insulated FR Bib Overalls.
  - 5) Choice of two (2) FR jackets with removable insulated liners, or two (2) FR insulated lined hooded sweatshirts, or one of each kind.
- b) Generation Plant
  - 1) For all employees except plant electricians, thirteen (13) sets of cotton uniforms (pant & shirt).
  - 2) Rain wear.

- 3) Three (3) sets of all season (non-insulated) coveralls for Coal-workers, Yard-workers, Mechanics, and Mechanic/Welders.
- 4) Protective clothing to plant maintenance crew (gloves, welding sleeves, welding jackets, hard hat liners).
- 5) Three (3) sets of FR, all-season (non-insulated) coveralls for the Plant Electricians.
- 6) For Plant Electricians, 13 sets of FR uniforms (pants and shirts).
- 7) Two (2) insulated FR Bib overalls and two (2) FR jackets with removable insulating liners for the Plant Electricians.
- 8) Two (2) insulated Bib overalls and two (2) jackets with removable insulating liners for Coal workers, Yard workers, Mechanics, and Mechanic/Welders, Firemen, and Utility Men
- 9) Up to one pair of steel toed safety shoes/boots, to be replaced as needed by requesting to the Department/Division Head, and the turn in of old boot/shoe (Handled via reimbursement and/or safety shoe truck up to \$150.00 in 2011; \$165.00 in 2012 and \$180.00 in 2013)
- 10) The City will provide job required gear to employees being cross trained on a job requiring such gear.

c) All employees must wear city-issued or city-approved apparel during shifts.

26.02 The City will provide at no cost to the employee work gloves/safety gloves as required.

26.03 Employees will operate City vehicles in a safe manner. Any accident which occurs as the result of careless or negligent operation and or behavior of the employee will result in disciplinary action up to and including termination. In the event an employee receives a traffic citation for a moving violation which would contribute to a suspension or revocation of his right to drive the City's equipment for any reason, he must promptly notify his Employer in writing.

26.04 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.

26.05 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.

26.06 The City will furnish and provide allowances for the purchase of tools and equipment as follows:

- a) The City will furnish proper tool and equipment necessary to do the work and maintain the standard of service required by the City. When tools and equipment are furnished by the City to the employee, the employee shall be responsible for their return in good condition.
- b) In addition to paragraph (a), above, the City will issue a \$500.00 per year tool allowance.

26.07 Employees who purchase their own prescription safety glasses and have the same destroyed or damaged during the course of their employment shall be reimbursed upon proper verification.

26.08 The City shall provide materials to wash and clean the employees' automobiles at the Electric Plant. The employees will receive preferential treatment in the use of the car washing equipment, although other City employees may utilize the equipment as well.

26.09 If an employee so chooses, an employee may elect to wear non-city issued uniforms provided that such non-city-issued apparel is substantially similar in appearance, including color, and meets or exceeds any applicable safety specifications of city-issued apparel. Management will assess the similarity of apparel and approve apparel accordingly. Apparel which is not substantially similar will not be approved. If an employee so elects to purchase all or a portion of the uniforms to be provided to the employee consistent with Section 26.01, the employee may submit receipts for such apparel and the employee will be reimbursed by the City for the costs of the apparel up to the costs of the city-issued apparel. Upon an employee's election hereunder for any portion of the city uniforms provided in Section 26.01, the City will no longer provide those portions of the uniforms to the employee.

## **ARTICLE XXVII      HEALTH AND WELFARE**

27.01 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.

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

27.03 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 established by PERS, to arrive at an adjusted gross compensation amount for Federal and State income tax purposes.

27.04 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 the 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 shall pay such portion of the cost of health insurance as is authorized by the City council. For the year beginning April 1, 2008, 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. 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:
  - a) All paid leaves of absence and employees approved for FMLA; participation and coverage will continue as if the Employee continued working.
  - b) 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.

27.05 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.

27.06 LIFE INSURANCE: Effective July 1, 2014 the City agrees to provide Life and Accidental Death/Dismemberment insurance in the amount of \$25,000 at no cost to the employee. The employee shall be subject to any conditions, restrictions, qualifications, or age requirements specified by said policy

**ARTICLE XXVIII     REDUCTION IN FORCE**

- 28.01 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 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 three (3) working days excluding weekends and holidays if not previously regularly scheduled work 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 functions of the job 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 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.

28.02 Where, because of lack of work, lack of funds, reorganization, abolishment of jobs or functions, the Employer determines it necessary 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.

28.03 Employees shall be given at least a two (2) week notice of lay-offs.

28.04 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.

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

28.06 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 Union provided they meet the qualification specifications.

28.07 In rehiring after a lay-off, the City will offer re-employment 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 XXIX      VACANCIES**

29.01 When the City determines that a job vacancy exists, notice of that vacancy shall be posted within the bargaining unit then to the public. The notice shall state the job classification, and any employee interested in the job may apply in writing to the Personnel Office within seven (7) days from the date of the posting. Postings for a maintenance worker II will be posted to the Union and the public, with preference given for a Union member applicant if the applicant meets the job qualifications. Once it has been determined by the City Manager that an opening

exists, management will post that position within 30 days of the decision, barring extenuating circumstances.

29.02 If one or more employees meet the standards and qualifications of the posted position, then seniority shall prevail as between those meetings such standards and/or qualifications.

## **ARTICLE XXX      DISCIPLINARY ACTION**

30.01 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 and without 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.

30.02 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 severe action including suspension and/or discharge.

30.03 The disciplinary process must be initiated within fifteen (15) days of the offense or the City's knowledge of the offense, and must be imposed within thirty (30) days of the time the offense or the City's knowledge of the offense, or such action is to be null and void. This time frame may be extended by mutual agreement.

30.04 The normal and desired sequence of disciplinary actions would be as listed below.

- Counseling
- Verbal Reprimand
- Written Reprimand
- One (1) day suspension without pay
- Three (3) day suspension without pay
- Five (5) day suspension without pay
- Termination

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

30.05 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 Union Local.

30.06 In the event of disciplinary action resulting in a dismissal, demotion or suspension without pay, the City Manager or his designee, shall give notice to the employee of such dismissal or suspension in writing on the forms, which are attached to the Appendix. 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 Union Local.

30.07 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 suspension, provided that the employee is or has not been subjected to a reprimand or suspension during this twelve (12) or eighteen (18) month period.

30.08 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.

30.09 The following comprises a list of offenses, 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:

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

An employee subject to suspension, demotion or termination shall have the right of appeal in accordance with Step 3 of the Grievance Procedure.

## **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 provision(s) 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 provision(s) 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 line at the Employer's place of operation.

**ARTICLE XXXIII      GENDER AND PLURAL**

33.01 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 XXXIV      HEADINGS**

34.01 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 XXXV      OBLIGATION TO NEGOTIATE**

35.01 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.

35.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

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

**ARTICLE XXXVI     TOTAL AGREEMENT**

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

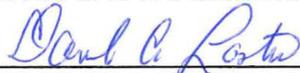
**ARTICLE XXXVII     DURATION OF AGREEMENT**

37.01 This Agreement shall be effective as of the first day of April 2015 and shall remain in full force and effect until and including the thirty-first (31<sup>st</sup>) day of March 2018, 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.

37.02 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.

37.03 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.

FOR LOCAL 673 I.B.E.W.:

  
\_\_\_\_\_  
Daniel Lastoria, Business Manager

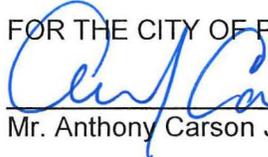
  
\_\_\_\_\_  
Steve Newman

  
\_\_\_\_\_  
Casey Butsko

  
\_\_\_\_\_  
James Braunlich

\_\_\_\_\_  
Date

FOR THE CITY OF PAINESVILLE

  
\_\_\_\_\_  
Mr. Anthony Carson Jr., City Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

**APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION**

To 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 (optional)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved:      Date: \_\_\_\_\_

Appointing Authority Signature: \_\_\_\_\_

**NOTICE OF DISCIPLINARY ACTION**

TO:

FROM:

DATE:

**SUBJECT: PROPOSED DISCIPLINARY ACTIONS**

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

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

\_\_\_\_\_  
Appointing Authority

If Suspension: \_\_\_\_\_ days, effective \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year

If Termination: effective \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year

**MEMORANDUM OF UNDERSTANDING**

The City will provide up to \$180.00 boot reimbursement for each year of the contract. Boots shall be replaced based upon discretion of Department/Division Head and as needed by requesting to the Department/Division Head, and the turn in of the old boot/shoe (Handled via reimbursement and/or safety shoe truck)

For employees assigned to climbing work - One (1) pair Hall's Lineman's boot, PAC 10,000 volt accepted tested, and Hall's Lineman's Safety Boot.

For all other members – Up to one pair of steel toed safety boots each year.

Dan C. Lato      8-27-15  
For the Union                      Date

[Signature]      8-27-15  
For the City                              Date

Craig S. Burton

\_\_\_\_\_