02-07-14
12-MED-08-0741
2382-05
K30706

WAGES, HOURS, TERMS, AND OTHER CONDITIONS OF EMPLOYMENT

UNILATERALLY IMPOSED BY

THE CITY OF NEW PHILADELPHIA

UPON

LOCAL 1958

AND

OHIO COUNCIL 8

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

SERVICE, MAINTENANCE AND TECHNICAL EMPLOYEES

THIS IS NOT A COLLECTIVE BARGAINING AGREEMENT

TABLE OF CONTENTS

ARTICLE 1 - Purpose 3
ARTICLE 2 - Recognition 4
ARTICLE 3 - Bargaining Unit Work 5
ARTICLE 4 – Management Rights 6
ARTICLE 5 - Non-Bargaining Unit/Excluded From Bargaining Unit 7
ARTICLE 6 - Nondiscrimination 9
ARTICLE 7 - No Lockout/No Strike 10
ARTICLE 8 - Union Security/Check Off/Maintenance Of Membership/Assessments/Fair Share Fee Dues Deductions 11
ARTICLE 9 - Bulletin Boards 13
ARTICLE 10 - Visits By Union Representatives 14
ARTICLE 11 - Discipline 15
ARTICLE 12 - Union Membership 16
ARTICLE 13 - Union Representation 17
ARTICLE 14 - Grievance Procedure 18
ARTICLE 15 - Probationary Period 21
ARTICLE 16 - Seniority 22
ARTICLE 17 - Promotions 23
ARTICLE 18 - Layoff Procedure 22
ARTICLE 19 - Temporary Transfers 26
ARTICLE 20 - Hours Of Work 28
ARTICLE 21 - Overtime 29
ARTICLE 22 - New Jobs 30
ARTICLE 23 - Job Descriptions 31
ARTICLE 24 - Leaves Of Absence 32
ARTICLE 25 - Holidays 36
ARTICLE 26 - Vacations 37
ARTICLE 27 - Shift Differentials 39
ARTICLE 28 - Call-In Pay 40
ARTICLE 29 - Report-In Pay 41
ARTICLE 30 - Standby Pay/On-Call Pay 42
ARTICLE 31 - Longevity 43
ARTICLE 32 - Wage Schedule 44
ARTICLE 33 - Hospitalization Coverage 46
ARTICLE 34 - Life Insurance & Dental Insurance Coverage 48
ARTICLE 35 - Tools And Equipment 49
ARTICLE 36 – IRS Allowances 50
ARTICLE 37 - Tuition Reimbursement 51
ARTICLE 38 - Subcontracting 52
ARTICLE 39 - Responsibility 53
ARTICLE 40 - Safe Work Practices 57
ARTICLE 41 - Union Meetings 58

ARTICLE 42 - Savings Clause 59
ARTICLE 43 - Foul Weather Gear, Gloves, Boots 60
ARTICLE 44 - Work Rules 61
ARTICLE 45 - Residency Requirements 62
ARTICLE 46 – Retirement 63
ARTICLE 47 - Substance Abuse Policy 64
ARTICLE 48 - Duration Of Agreement 75

ARTICLE 1
PURPOSE

This Agreement is made and entered into this _____day of_____, 2013, by and between Ohio Council 8, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and Local 1958, AFSCME, AFL-CIO, hereinafter referred to as the Union; and the City of New Philadelphia, hereinafter referred to as the Employer.

The purpose of this Agreement is to provide for the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, hours and all other terms and conditions of employment.

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative of all permanent employees in the Bargaining Unit as defined below; for the purpose of collective bargaining with respect all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement, except as otherwise specified in R.C. § 4117.08 and division (E) of R.C. § 4117.03 of the Revised Code.

Included: All service, maintenance and technical employees of the City of New Philadelphia including, Head Groundskeeper, Laborer, Lab Technician, Maintenance Man, Shift Operator, Operator in Training, Water Treatment Plant Class 1, 2, and 3, Licensed Operator, Sewer Disposal Department Class 1, 2, and 3, Licensed Operator, Truck Driver, Assistant Mechanic, Traffic Maintenance Technician Class 1, Head Mechanic, Heavy Equipment Operator, Head Body Man, Street Sweeper, Light Equipment Operator, Pipe Fitter, Service Man, Chief Meter Installer, Assistant Chief Meter Installer, Chief Operator, Assistant Chief Operator, Meter Reader, Sewer Maintenance Technician Class 1, Laboratory Pre-Treatment Coordinator, Traffic Maintenance Helper and Sewer Maintenance Helper.

Excluded: All clerical employees, employees of the Police and Fire Departments, Management-level employees, confidential employees and supervisors as defined in the Act including: Superintendent, Assistant Superintendent, Clerk to Superintendent of the Street and Sanitation Department, and seasonal and casual employees

ARTICLE 3
BARGAINING UNIT WORK

A supervisor or anyone in a supervisory capacity shall not perform Bargaining Unit work, except in instances of instruction or training of employees, or in cases where health, welfare and safety of the City is involved, and only when Union employees are not available.

In cases where factory demonstrations of equipment take place, all employees to be affected by the equipment being demonstrated, should have the opportunity to observe and participate in such demonstration.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. The Employer's exclusive rights include, but shall not be limited to, the following except as expressly limited by the terms as set forth in this Agreement:

(A) Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, overall budget, utilization of technology, and organizational structure;

(B) Direct, supervise, evaluate, or hire employees;

(C) Maintain and improve efficiency and effectiveness of operations;

(D) Determine the overall methods, process, means, or personnel by which operations are to be conducted;

(E) Suspend, discipline, demote, or discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees;

(F) Determine the adequacy of the work force;

(G) Determine the overall mission of the Employer as a unit of government;

(H) Effectively manage the work force; and

(I) Take actions to carry out the mission of the Public Employer as a governmental unit.

Section 4.2. Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion which impairs the Employer's rights as outlined above. The Employer specifically reserves all rights and privileges not specifically identified or impaired in any Article of this Agreement.

ARTICLE 5
NON-BARGAINING UNIT/EXCLUDED FROM BARGAINING UNIT

Section 5.1 Excluded classifications shall not be assigned nor be permitted to perform the work of Bargaining Unit employees nor infringe upon the provisions, terms and conditions of this Agreement that affect Bargaining Unit employees, except in cases where the health, welfare, and safety of the City is involved and only then when Union employees are not available to do the work.

Section 5.2 The City agrees that the welfare/workfare or similar person or persons shall not be permitted to perform any Bargaining Unit work which will replace a Bargaining Unit employee without prior discussion and agreement with the local Union. The city agrees that any person or persons under the supervision of any court shall not be assigned nor permitted to perform Bargaining Unit work without prior discussion and agreement with the local Union.

Section 5.3 The City agrees that excluded classifications from the Bargaining Unit shall not be reclassified, re-titled, re-employed or recalled into any Bargaining Unit classification unless agreed to be the local Union.

Section 5.4 Parks Department Summer Casual Non-Bargaining Unit Employees:

(A) Summer Casuals are defined as students who are hired by the City to assist in the general operation of the park during the park's season.

(B) Summer Casuals may be utilized up to forty (40) hours per week throughout the City from April 1 to September 30. Outside this stated time period, the City may utilize two (2) additional casuals in each the Park and Cemetery Departments and one (1) in each the Wastewater Treatment and Water Filtration Departments to mow grass and collect leaves.

(C) Summer Casuals may be utilized to operate the tractor mower during normal work hours of 7:30 AM. to 4:00 PM., Monday through Friday, excluding holidays.

(D) Summer Casuals may be utilized to drag the ball field at any time during the week, provided the 40 hour limit is not exceeded.

(E) Summer Casuals may be utilized in any general labor capacity for park operations.

(F) One regular Bargaining Unit member will be scheduled to work every weekend (Saturday and Sunday) provided funds are available as determined by the appropriations. In the event the weekend work is not filled by Bargaining Unit employees in the Parks Department, it shall be offered to employees on a low overtime rotating basis who sign up by May 1 on the Parks Department overtime sign-up list.

(G) The City agrees to maintain a minimum staffing level of three full-time Bargaining Unit employees in the Parks Department.

(H) Summer casuals may be utilized up to forty (40) hours per week at the General Services Department from May 1st to September 30th. From November 1st to December 31st, General Services may utilize up to six (6) casuals for the purposes of mowing and or collecting leaves. Casuals may work up to 40 hours per week Monday through Friday, and will be used to supplement Bargaining Unit employees in these duties. The City agrees that the use of casuals will not be done to erode permanent positions in the Bargaining Unit.

ARTICLE 6
NONDISCRIMINATION

Section 6.1. No person or persons or agencies, responsible to the Employer, shall discriminate for or against any employee. It is a condition of this Agreement, agreed to by the Employer, to provide equal opportunity in employment and promotion for all qualified persons and to prohibit discrimination in employment because of race, color, religion, sex, age, disability, national origin, ancestry, or military status.

ARTICLE 7
NO LOCKOUT/NO STRIKE

The Employer shall not lockout employees for the duration of this Agreement or any extension thereof. Employees shall not strike or institute any work stoppage or slowdown for the duration of this Agreement or any extension thereof.

ARTICLE 8
UNION SECURITY/CHECK OFF/MAINTENANCE OF MEMBERSHIP / ASSESMENTS / FAIR SHARE FEE DUES DEDUCTIONS

Section 8.1 - Check off/Union Dues During the term of this Agreement between the Employer and the Union, the Employer will check off current dues, initiations fees and assessment as designated or certified by the Treasurer of Local 1958 on the basis of individually signed voluntary check off authorization cards. Dues shall be deducted in the first pay period of each month. Dues deductions, on the basis of authorization cards submitted to the Employer, shall commence in the month in which the Employer receives such authorization card or in which said card become effective, whichever is later. The Employer agrees to forward to the Treasurer, care of Controller, AFSCME Ohio Council 8, 6800 N. High Street, Worthington, Ohio 43085, a warrant in the aggregate amount of the deduction with a listing of employees to be transmitted to the Controller.

Section 8.2 - Maintenance of Membership Employees who become members of the Union shall remain members of the Union for the duration of this Agreement, unless promoted to a position in which Union membership is not permitted, in which event Union membership will be terminated on the effective date of the promotion. If a probationary period is required by the City, the employee will retain his membership and seniority in the Union until the satisfactory completion of that probation, which will be within 60 days of the original appointment date.

Section 8.3 – Assessments It is understood and agreed that the Employer and the Union shall in no way influence or attempt to influence Bargaining Unit members in their payment of dues, fees, or any other deduction by payroll deduction.

Section 8.4 - Prepayment/Monthly Dues Deductions Deduction shall be made in the first pay period of the month. If any employee's pay for the period is insufficient to cover Union dues, fees or other payment, the Employer will make a deduction from the pay earned during the next pay period. In the event a deduction is not made for any member of the Bargaining Unit during any particular pay Period, the Employer shall make the appropriate deduction from the following pay period. The Employer shall also deduct dues, fees, assessments, or other payment for prepayment of vacation or any other reasons for periods covered that dues, fees, or other payment monies would have otherwise been deducted.

Section 8.5 - Fair Share Fee All present employees within the Bargaining Unit who are members of the Union shall remain members of the Union. All present employees in the Bargaining Unit who are non-members may remain non-members. Effective with the date of the signing of this Agreement, all employees in the Bargaining Unit who are not members in good standing within sixty (60) days from the date of hire shall pay a fair share fee to the Union subject to all requirements and stipulations of O.R.C. 4117.09 as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Treasurer of Union Local 1958. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written Authorization for payroll deduction. A separate alphabetical listing of all the names of employees who are being assessed a fair share fee shall be furnished to the

Treasurer of the Local 1958. Payment of fair share fees to the Union shall be made similarly to the regular dues deductions as provided in section 4 of this article.

The employer shall notify each new employee at the time of hire of his or her right to join the Union or not to join the Union as he or she so desires. Each employee will be notified of his or her obligation, as a condition of employment, to payment of fair share fee as described in O.R.C. 4117.09.

Section 8.6 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 9
BULLETIN BOARDS

There shall be established and maintained for the duration of this Agreement AFSCME Local Union 1958 bulletin boards in major work areas. They shall be enclosed and secure in a structure with a clear glass front. It will be available to the local Union President, or his designee to post notices of a general and business nature for AFSCME membership and other Department employees who may have an interest. Nothing may be posted on the bulletin board that is obscene, scandalous, or critical of another employee or the City. In the event items are posted in violation of this Article the City reserves the right to remove such postings but shall notify the local Union representative before doing so.

ARTICLE 10
VISITS BY UNION REPRESENTATIVES

Representatives of the Ohio Council 8, American Federation of State, County and Municipal Employees (ASFCME) AFL-CIO may be granted permission to visit facilities of the Employer for purposes of Union business upon prior notification to the Employer.

ARTICLE 11
DISCIPLINE

Section 11.1. Employees may be disciplined, suspended or discharged only for just and proper cause.

Section 11.2. Any discipline against an employee must be taken within fifteen (15) workdays of the action that initiated disciplinary action, or within fifteen (15) workdays of when the immediate supervisor has knowledge of the incident, whichever is later. The Employer will provide the employee and union with all documentary evidence it intends to present twenty-four (24) hours prior to the disciplinary hearing.

Section 11.3. Except in emergency cases, prior to an employee being suspended and/or disciplined they shall be entitled to be advised of the charges against them and provided with an opportunity to respond to said charges. An employee shall have the right, if requested, of Union representation at any step of the disciplinary process or counseling session for the purpose of resolving any dispute. The notice shall contain a reference to dates, times and places if possible. Where the employer seeks as a penalty the imposition of a suspension without pay, demotion, reduction in rank and/or termination, the notice of discipline shall be served on the employee a minimum of five (5) working days prior to the pre-disciplinary hearing.

Section 11.4. Records of disciplinary action shall cease to have force and effect to be considered in future discipline matters according to the following schedule:

Documented Oral Reprimand	Nine (9) months
Written Warning	Twelve (12) months
Suspension	Twenty-four (24) months

Employees will have the option to attach a rebuttal statement to any complaints or disciplinary action(s) that are entered into their personnel file. Said rebuttal statement shall be attached within thirty (30) days of the employee's notification.

Section 11.5. Grievances regarding suspension and/or discharge shall be handled promptly by being admitted or initiated at Step II of the Grievance Procedure.

Section 11.6. Except for an incident[s] of gross misconduct, the City will utilize progressive discipline. Progressive discipline is defined as a verbal warning for the first offense followed by a written warning and suspensions of 1 working day, 3 working days, 5 working days and then termination for subsequent offenses. The employer may issue an additional suspension as a further step prior to termination.

ARTICLE 12
UNION MEMBERSHIP

The Employer and the Union recognize the right of all employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisals by the Employer or the Union against any employee because of Union membership or non-membership.

ARTICLE 13
UNION REPRESENTATION

The Employer agrees to recognize one (1) employee, per department, exclusive of Cemetery and Park which will continue to have one (1) representative, to act on the Union's behalf for the purposes of performing Union related activities and to meet with Employer representatives as may be required. This employee shall be known as the "steward." The steward shall have an alternate who shall act in the absence of the permanent steward. The steward or the alternate who initiates such action shall carry the action through. The Union shall supply the name of the employees so designated to the Employer and shall keep the Employer currently notified of any changes.

A steward or his alternate may be allowed up to fifteen (15) minutes of his workday at the end of his work shift for only the administration of grievances pursuant to the Grievance Procedure. Prior to the utilization of any of the above time, the steward or his alternate shall request and receive approval in advance for such time from his Supervisor with such approval not being withheld in an arbitrary or capricious manner. In the event the steward or the alternate are absent from work, a local Union officer may substitute for the absent representatives.

One member of the Bargaining Unit selected by AFSCME Local 1958 shall be allowed up to four (4) paid working days each year to attend State or National Conferences or Conventions. The Employer, shall not pay any expenses, except the employee's salary, involved in such attendance. The selected member must request time off from the Service Director thirty (30) days in advance. In no case will such attendance be granted if said attendance would require overtime meet the minimum rules agreed upon elsewhere in this contract.

A steward having an individual grievance in connection with his own work may ask for a local Union officer to assist him in adjusting the grievance with his supervisor.

A mailbox shall be provided for the Union in the Mayor's office. To the extent possible, correspondence between the City and the Union shall be in sealed envelopes.

ARTICLE 14
GRIEVANCE PROCEDURE

The grievance committee for all purposes for the Union, shall consist of the Grievance Chairman and three (3) Union members. The Parties acknowledge that this Collective Bargaining Agreement provides for final and binding arbitration of grievances. Therefore, pursuant to O.R.C. Chapter 4117.10 the Employer, the Bargaining Unit members and AFSCME are subject solely to this grievance procedure for the resolution of any and all disputes which may arise in regard to the interpretation or implementation of this Agreement. The State Personnel Board of Review or the Civil Service Commission shall have no jurisdiction to receive and determine any appeals relating to matters that are the subject to this final and binding Grievance Procedure.

Section 14.1. Should any dispute or grievance arise between the City and an employee or City and Union, including the interpretation and/or application of, or compliance with, any provisions of this Agreement, including disciplinary action, such grievance shall be processed as described below:

Step 1. An employee who has a grievance will take it up orally with his immediate supervisor with his steward present. The supervisor shall answer the employee's grievance within ten (10) working days after the grievance is presented to him. A steward having an individual grievance in connection with his own work may ask for any Alternate to assist him in adjusting the grievance with his Supervisor. No grievance will be considered later than ten (10) work days after the occurrence giving rise to the grievance, provided, however an employee on vacation or approved leave of absence on the date of such occurrence may file a grievance within ten (10) working days after he returns to work.

Step 2. If the grievance is not satisfactorily settled at Step 1, the grievant may move the grievance to Step 2 within ten (10) working days after receipt of the Step 1 answer. The grievant shall have his grievance reduced to writing and filed by the steward with the Service Director on a grievance form setting forth the details on the grievance (namely, the facts upon which it is based, the time of occurrence, the relief or remedy requested and the section or sections of the agreement alleged to have been violated). The grievance form shall be dated and signed by the employee and his steward. The Service Director, the Grievant, and the Union grievance committee, shall meet to review the matter within ten (10) working days after the grievance has been filed and shall provide a written response to and signed for by the union with a copy sent to the aggrieved employee/s within ten (10) working days after such meeting.

Step 3. If the grievance is not satisfactorily settled at step 2, the Union may, within ten (10) working days after receipt of the Step 2 answer, appeal in writing to the Mayor. The Mayor shall, within ten (10) working days of receipt of appeal, meet with the Grievant, the grievance chairman and the grievance committee.

The Mayor shall give his answer to the grievance chairman in writing with a copy to the aggrieved employee/s within ten (10) working days after such meeting. The Ohio Council 8 Director or a specified member of his staff may attend any Step 3 meeting. A copy of the answer shall also be submitted to the Akron Regional Office of Ohio Council 8 within ten (10) working days.

Step 4. If the grievance is not satisfactorily settled at Step 3, it may be submitted for arbitration only upon written request of the Union in accordance with Section 3 of this Article.

(A) A policy grievance which affects all or a substantial group of employees and arising from the same event or set of facts may initially be presented by the Union itself at Step 3 of the grievance procedure. Any such grievance may not be presented later than ten (10) working days after an employee had knowledge of the event upon which the grievance is based.

(B) Grievances involving the discharge of an employee, or any other running back pay liability case, may be brought initially to Step 3 of the Grievance Procedure.

Section 14.2. The time limits provided for this article may be extended by mutual agreement of the City and the Union. "Working Days" as used in this Article shall be Monday thru Friday but shall not include Saturdays, Sundays, or Holidays identified in this Agreement. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under this Agreement. Failure of the City to provide a timely answer under any step of the Grievance Procedure shall be deemed a negative answer to the grievance and the grievance may be moved to the next Step by the grievant consistent with this Agreement. Any disposition of a grievance between the City and the union shall be final, conclusive, and binding on the City the Union and the employee(s). The Union shall have the right to withdraw any grievance from the Grievance Procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

Section 14.3. Should any grievance not be settled satisfactorily at the third step, the Union may within thirty (30) calendar days of the receipt of the third step answer by the Local Union Chairman of the Grievance Committee, submit a written request for arbitration to the Mayor and at the same time submit a written request for an arbitration panel of nine (9) Arbitrators to the Federal Mediation and Conciliation Service (FMCS). The request shall also require that the arbitrators be from Ohio and members of the National Academy of Arbitrators. The Mayor shall be furnished a copy of the arbitration panel request. The Arbitrator shall be selected from this panel by the alternate strike method with the party requesting arbitration striking from the panel first. Should either party find the panel to be entirely unacceptable they may reject the panel entirely and request a second panel at their expense; both parties shall be permitted to once reject an entire panel and request a new panel per arbitration. The costs and fees of the Arbitrator shall be shared equally between the City and the Union. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The Arbitrator shall not have the power to add to, subtract from, or modify any term or condition of this Agreement or establish wage rates. The authority of the arbitrator shall be limited to the application, enforcement, and

interpretation of the express language of this Agreement.. All decisions of Arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all pre-arbitration grievances settlements reached by the City and the Union shall be final, conclusive and binding on the City, the Union, and the employees. The Arbitrator shall hear only one (1) grievance unless it is agreed otherwise in writing by the parties and, shall render a written decision to the parties within (30) days of the close of the hearing.

Section 14.4. The parties may mutually agree to mediate a grievance prior to selection of the arbitrator. The parties agree that the mediator used in the mediation process will not be eligible for selection to hear the arbitration. The party to hear the mediation will be chosen from the Federal Mediation and Conciliation Service (FMCS). Should mediation fail, the parties will meet to select an arbitrator.

Section 14.5. The City and Union shall meet at times mutually agreed to between the parties for grievance meetings, which shall also include meetings related to arbitration proceedings.

ARTICLE 15
PROBATIONARY PERIOD

New employees shall be considered as probationary employees for the first ninety (90) days of their employment. During their probationary period, employees may be disciplined and/or discharged at the will of the Employer and such discipline and/or discharge shall not be subject to the grievance and arbitration procedure provided in this Agreement.

ARTICLE 16
SENIORITY

Section 16.1. Employees shall be entitled to exercise their seniority rights in accordance with the specific terms and conditions of this Agreement.

Section 16.2. Seniority shall be counted from the anniversary date of hire as an employee of the City of New Philadelphia. This consists of continuous and uninterrupted service with the City. Once continuous service is broken, an employee will accrue no additional seniority however he shall retain previously accumulated seniority for a period of two (2) years. After two (2) years and one (1) day, an employee will lose all seniority rights with the City. An approved leave of absence does not constitute a break in continuous service.

Section 16.3. Employees will also lose seniority and employment rights under the following conditions:

A. Voluntary resignations;

B. Discharge for cause.

Section 16.4. After April 1, 2000, in the event of an inter-city transfer from an excluded position or another Bargaining Unit with the City, for purposes of "bidding" the transferred employee's seniority date shall be the date of transfer. For all purposes other than "bidding", Section 2 of Article 16 shall apply. Transferred employees shall be subject to a 60 day trial period for ability evaluation only.

ARTICLE 17
PROMOTIONS/FILLING OF VACANCIES

Section 17.1. When a vacancy exists or a new job is created in the Bargaining Unit, the Employer shall post a "Notice of Vacancy" on all bulletin boards and send a copy of the Notice to the President of Local 1958. Notices of vacancy shall be posted for five (5) work days and shall include the following information:

A. Job Title
B. Hours of Work
C. Work Location
D. Qualifications
E. Name of Immediate Supervisor
F. Job Descriptions
G. Rate of Pay
H. Date of Posting

Employees in the bargaining unit may bid on vacancies any time during the posting period.

Section 17.2. The qualified bidding bargaining unit employee in the department where the vacancy exists with the most seniority and who meets the job qualifications outlined in the job description shall be awarded the job.

If no bids are placed for the position by bargaining unit employees in the department, then the qualified bidding employee in the bargaining unit with the most City wide seniority shall be awarded the position. If there are no bids received from any qualified bargaining unit employee, then the bidding bargaining unit employee with the most seniority in the department in which the vacancy exists will be awarded the position.

If no bids are received from any bargaining unit employee in the Department in which the opening or new job occurs, then the job will be awarded to the senior bidding bargaining unit employee City wide.

If no bids are received from anyone in the Bargaining Unit, then the Employer will have the choice of hiring a new employee, if there is room on the payroll offering the vacant position to a qualified City employee outside of the bargaining unit, or assigning the job to the qualified bargaining unit employee with the least seniority in the Department in which the vacancy occurs. The City shall fill the vacancy within five (5) working days, after all bids are posted and the five (5) work days of posting time have expired.

Section 17.3. All employees who bid on the position shall be notified in writing of the name of the employee selected.

Section 17.4. The Union shall receive a copy of each posted position at the time of posting. Once an employee is selected, the Union shall be provided with a list of the persons bidding on the position and the name of the employee selected for the position.

Section 17.5. An employee who bids on another position and is awarded that position, may request in writing to the Appointing Authority of his/her desire to be returned to his/her former position for whatever reason, thirty (30) work days from the first day, the employee works on the job. In cases involving jobs which require a Class I thru class IV license, the time period shall be sixty (60) work days.

Section 17.6. When an employer uses a promotional examination, which includes a practical skills test, the result of the practical skills test will be either pass or fail. Practical skills tests are those tests the employer may utilize to determine if an employee has the minimum skill level and/or ability to operate equipment, build, fabricate, repair, etc., through the actual demonstration of those skills. The "Notice of Vacancy" will indicate the equipment, functions or skills to be tested.

The effective date of the promotion or transfer shall, if filled, be as soon as possible, but no later than (30) days after the selection has been made. When the selection has been made, the Employer will notify all applicants and the union president, or his designee, of the selection.

ARTICLE 18
LAYOFF PROCEDURE

Section 18.1 The Employer may layoff employees and /or abolish positions for lack of work, because of circumstances consistent with financial condition of the City or to promote efficiency of operations as dictated by the need to protect the safety and welfare of the City. In the event of a job layoff or abolishment, the Employer shall notify the Union at least seven (7) days in advance. Upon request of the Union, the Employer shall meet and discuss all matters related to the layoff or job abolishment. The Union may grieve layoffs under The Grievance Procedure, Article 14, Section 1, Step 3 (The Mayor's Step).

Section 18.2 The order of layoff shall be as follows:

1. Casual help involved in Bargaining Unit work;
2. All temporary employees involved in Bargaining Unit work;
3. All seasonal employees involved in Bargaining Unit work;
4. All part-time employees involved in Bargaining Unit work; and,
5. Permanent employees in the Bargaining Unit section, involved section or classification beginning with the least senior employee.

Section 18.3 An employee whose job is abolished or who is designated for layoff shall have the right to displace an employee with less seniority in the same classification within the affected department or division or a classification in a lower pay rate, provided the employee has the qualifications for the job. The employee thus displaced may then displace another employee within the affected department or division or a classification in a lower pay rate in accordance with the procedure outlined herein.

Section 18.4 An employee shall receive written notice of layoff at least seven (7) days prior to the layoff date.

Section 18.5 Recall from layoff shall be in reverse order of layoff and employees shall be recalled by seniority to positions for which they qualify. An employee may not refuse recall to a classification other than from which he or she was laid off.

Section 18.6 No new employee shall be hired, including summer help and part-time employees, until all laid-off employees have been given ample opportunity to return to work. Recall notices shall be sent by certified mail, return receipt requested to the employee's address as on record with the Employer. Additionally, a copy of the notice shall be sent to the Union. An employee must respond to the notice within seven (7) calendar days of receipt of the notice, and make arrangements with the Employer to report back to work within fourteen (14) days of the recall notice.

ARTICLE 19
TEMPORARY TRANSFERS

Section 19.1 If an employee is temporarily transferred to a job with a higher wage than his own for four (4) or more hours, he shall be paid the higher rate of pay for eight (8) hours. In the instance the Employer determines that extra help is needed in the class, any qualified employee transferred, will receive the higher rate of the job to which transferred.

Section 19.2 For a temporary transfer, the senior qualified employee on the shift and in the Department shall first be offered the opportunity to temporary transfer, within or outside of his department, to a higher paid job. If such senior employee is qualified for the job to which transfer is required and the Employer determines he cannot be moved from his job, he shall receive the aforesaid higher rate of pay, as per Section 1 of this Article, for the period of the temporary transfer. If in seniority progression no one can be utilized to cover the temporary transfer, the junior qualified employee on the shift and in the department must accept the temporary transfer.

Section 19.3 If an employee reverts to his own job classification on an overtime basis, after completing his own shift, he shall be paid overtime at his own rate classification. If he works overtime at a higher rate of pay, he shall receive overtime pay at the higher rate for the entire overtime period.

Section 19.4 An employee who is temporarily transferred to a job having a lower rate than his own shall continue to receive his regular rate. In no case, however, shall a temporary transfer exceed thirty (30) consecutive days without approval of the Union.

Section 19.5 The employer will be able to transfer any qualified employee to fill a vacancy for less than eight (8) hours, however, the Employer will not temporary transfer to fill any vacancy of more than eight (8) hours unless the remaining employees in the classification are offered the work but cannot be obtained to fill the vacancy.

Section 19.6 In the instance of vacancies that last more than two (2) consecutive days, the Employer may transfer any qualified employee to fill the vacancy.

Section 19.7 The Employer will use discretion when applying the transfer clause so as not to abuse seniority.

Section 19.8 Temporary lateral transfer assignments (to other jobs or classifications with the same pay rate), will be offered on the basis of seniority. If refused by the senior employees, such temporary lateral assignments will be made on the basis of reverse seniority. A temporary lateral transfer shall not exceed thirty (30) calendar days except when an extension of time is mutually agreed to in writing between the Union and the Employer. After thirty (30) days, the position shall be filled in accordance with Article 16, Promotions, unless otherwise agreed to by the Employer and Union.

Temporary lateral transfer can be used for the following:

A) to fill a vacancy caused by an employee being on sick or other approved leave of absence.

B) to provide vacation relief scheduling;

C) to fill an opening temporarily, pending a permanent filling of such opening

ARTICLE 20
HOURS OF WORK

Section 20.1. The workweek shall be Monday through Friday. The workday shall consist of eight (8) -1/2 hours and shall include two (2) rest breaks, each of fifteen (15) minutes duration. There will be an unpaid one-half (1/2) hour lunch period. The fifteen (15) minute rest breaks and one-half (1/2) hour lunch period shall include any necessary travel time within the specified time provided.

Section 20.2. The lunch period shall be scheduled by the Employer. One (1) rest period shall be taken during the first half of the shift and one (1) shall be taken during the second half of the shift; the supervisor shall have the discretion to establish these break times. Such break times will be approximately mid-way in the first and second half of each shift. Rest breaks shall not be taken adjacent to start or end of an employee's workday or adjacent to their lunch period.

Section 20.3. The work hours for each department within the bargaining unit shall be scheduled by Management.

Section 20.4. Employees shall be allotted a ten (10) minute wash-up period before the end of each shift.

ARTICLE 21
OVERTIME

Section 21.1 An employee shall be paid at time and one-half (1-1/2) of their regular base pay for all hours spent in active pay status in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week.

Section 21.2 Overtime shall be assigned on a rotating (low overtime) basis in each department. Each employee will start with zero (0) hours upon implementation of this Agreement, and zero (0) hours the first work day of the calendar year for every year thereafter. Employees will be charged for hours worked or for the actual worked hours refused.

If overtime is refused in the department, by all employees asked, then the employees needed will be asked in the Bargaining Unit on a rotating (low overtime) basis.

Section 21.3 A current list of overtime charged shall be kept on the department records and posted on the department bulletin board.

Section 21.4 Employees will have the right to refuse overtime for rotating purposes. However, if a situation arises which requires the specialty of that particular person, the employee will be required to work. The least senior person will be assigned the work if the others more senior refuse the overtime.

Such overtime shall be offered at least twenty-four (24) hours in advance, if possible,

Section 21.5 Employees in the following job specialties will be offered overtime within that job specialty on a rotating basis:

Head Mechanic
Body Work
Heavy Equipment Operator
Light Equipment Operator
Street Sweeper

Section 21.6 Paid days off during the week shall be counted as days worked toward computing Saturday and Sunday pay at time and one-half (1-1/2), as over 40 hours in one week. (This Article will not include the thirty-two (32) hours of personal leave awarded to employees as paid days off toward this Article.)

Section 21.7 Employees may elect to take compensatory time in lieu of overtime cash payment. Compensatory time may be banked up to 240 hours. The parties further agree that overtime hours worked under emergency circumstances, if taken as compensatory time, shall be maintained in a separate bank up to an additional 240 hours.

ARTICLE 22
NEW JOBS

If substantial changes in the method of operation, tools or equipment of the job occur, or if a new job which has not been previously classified is established within the Bargaining Unit, the Employer shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. If the Employer and the Union are unable to reach an agreement on the issue, the Employer shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance in Step III of the grievance procedure. The Arbitrator shall have the authority to establish a new rate and classification or place the job in an existing classification. The ruling by the Arbitration shall be retroactive to the date the job was in effect. Any rate and classification shall be agreed upon between the Employer and the Union or decided by an Arbitrator, shall become a part of the wage agreement.

ARTICLE 23
JOB DESCRIPTIONS

Section 23.1. Each employee shall be provided a copy of their description. Such job description shall accurately list the job duties of the position.

Section 23.2. A joint job description committee composed of three (3) Union representatives and three (3) Employer representatives shall discuss any management proposed new job descriptions and/or changes to existing job descriptions.

Section 23.3. All necessary documentation needed shall be provided to the committee by both parties.

Section 23.4. Recommendations of the committee shall be submitted in writing to the immediate Supervisor and Service Director for their opinion.

Section 23.5. Impasses arising from job descriptions shall be submitted to arbitration process. The arbitrator shall be empowered to determine the appropriate job description method and apply it.

ARTICLE 24
LEAVES OF ABSENCE

Section 24.1. Sick Leave. A full-time employee shall accumulate .0575 hour of sick leave for each hour that the employee is in the active pay status. Accumulation of such sick leave shall be unlimited. Active pay status shall be defined as all hours in which an employee receives pay from the City excluding sick leave.

Sick leave may be used for personal illness, injury, or contagious disease which may contaminate employees who may come in contact with the petitioning employee in the work place, and for absence due to illness of a member of the employee's immediate family. For purposes of this section, immediate family shall constitute an employee's spouse, parents, children and stepchildren. In the case of children and/or stepchildren not residing in the employee's household, employees shall provide a physician's statement as to the need for their presence. Application for use of the sick leave shall state the reason. Any falsification will be cause for loss of accumulated sick leave in the amount requested and subject the employee to progressive discipline. After an absence of more than three (3) consecutive workdays a physician's slip shall be required before payment for sick leave will be authorized. When an employee is on sick leave, the employee shall remain at their residence, doctor's office/medical facility, pharmacy, or reasonable place of convalescence during their work hours unless other arrangements are approved by the Employer.

Section 24.2. Sick Leave at Retirement. Upon retirement or disability under the appropriate State Retirement System (PERS), an employee may convert his or her accumulated sick leave to cash as follows:

A member with ten (10) or more continuous years of service with the Employer shall be paid in cash for seventy-five percent (75%) of his allowable accrued sick leave days. The maximum number of allowable accrued days is one hundred twenty (120) days. (120 x 75% = 90 days maximum).

Section 24.3. Personal Days.

A. Each full time employee shall be granted thirty-two (32) hours of personal leave with pay each calendar year. Employees may extend their holiday and/or vacation with approval by the Service Director or his designee.

B. These hours off may be taken at any time at the discretion of the employee. All personal hours must be used within the year January 1st through December 31st. Any personal hours not used within the year in which they are earned shall expire at year's end and shall not be carried over to the next year, nor cashed-in for payment by the employee.

C. This time may be used in increments of one (1) hour at a time or eight (8) hours at any time or any amount in between. This time is not to be used as an extension of sick leave time. Permission to use this time will be given by the Service Director or his designee.

D. Each employee will receive 2.0 hours for any partial month worked and 2.67 hours for any full month worked not to exceed thirty-two (32) hours in a calendar year. This section (D) shall apply to new employees or employees leaving during the calendar year. For those employees, personal leave hours will be pro-rated as shown in this section.

Section 24.4. Military Leave. The parties agree that military leave and pay shall be administered in accordance with all applicable laws.

Section 24.5. Jury Duty. The Employer shall grant full pay for regular scheduled working hours actually spent on jury duty on any day when an employee's subpoenaed for any Jury Duty by the United States, or any political subdivision. However, the employee shall return to the Auditor of the City any stipend received from the court for time served for Jury Duty. Any money paid to the employee for travel and/or meals or any other expenses incurred by the employee need not be turned over to the City. Failure to follow the provisions of this requirement or falsification will be grounds for suspension. Any employee who is released from jury duty prior to the end of their regularly scheduled shift shall return to work and complete their scheduled work shift.

Section 24.6. Bereavement Leave. Employees who have a death in the immediate family shall be granted three (3) work days absence with pay to attend to funeral arrangements and/or funeral. The three (3) work days of leave shall be taken within one (1) week of the death. The immediate family shall be interpreted to mean: father, mother, sister, brother, husband, wife, children, grandmother, grandfather, great grandfather, great grandmother, grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepchild, foster child, foster parents, guardian or other person who stands in place of a parent (loco parentis), stepmother, stepfather, brother-in-law, sister-in-law, step-brother, step-sister, aunt, uncle, niece, nephew and, spouses grandparents. The loco parentis relationship must be demonstrated by the employee to the Employer prior to the death of the claimed person who stands in place of a parent. If a death or funeral of a member in the immediate family occurs more than one hundred seventy-five (175) miles from home, absence of five (5) work days will be allowed, but only three (3) days with pay. If a funeral leave is taken beyond the above limits, said leave shall be without pay. In all cases, the employee will inform the head of the department when such leave will be extended. Holidays will not be counted as work days for the purpose of this section.

Time off will be granted to an employee for a death involving a member of the employee's family not listed above as a member of the employee's immediate family. Such time off, up to one day maximum may be deducted from the employee's sick leave. Additionally, the Service Director may authorize an additional day from the employee's vacation or personal day accrual.

Section 24.7. FMLA Leave. The parties agree that the Employer and the employees shall comply with the Family Medical Leave Act of 1993 and all applicable amendments, and the Employer may promulgate policies in furtherance of the Family Medical Leave Act that are not inconsistent with the law.

Section 24.8. Union Leave. Employees elected or appointed delegates to conferences or conventions shall be granted time off without pay to attend each conference. Such conferences or conventions shall not exceed a period of four (4) work days per calendar year.

Section 24.9. Personal Leave of Absence. An employee, upon written request to the appointing authority may be granted a personal leave of absence not to exceed a six (6) month period.

The employee may elect to continue their hospitalization and/or insurance coverage by paying the premiums at the current group rates and any increase for the duration of the leave.

The employee shall not accumulate vacation, sick leave or seniority, which shall be "frozen" at the amount the employee had accumulated on the first day of the leave.

In the event of an involuntary layoff, the employee may elect to continue their hospitalization and/or insurance coverage by paying the premiums at the current group rates, but coverage is not to exceed eighteen (18) months.

Section 24.10. Any Employee unable to work because of a job-related disabling condition shall be entitled to an injury leave of absence at his regular rate of pay for up to ninety (90) calendar days provided he is medically certified as being unable to work. If, after the expiration of the initial ninety (90) day injury leave period the employee remains medically certified as being unable to work the Service Director may, in his discretion, grant up to an additional ninety (90) calendar day of injury leave but only in thirty (30) day increments. The employee shall be required to provide medical certification of his inability to work for any injury leave or injury leave extension. Any injury leave of absence will not be charged against the Employee's sick leave. Any approved injury leave shall cease if the employee collects lost wage benefits from Worker's Compensation or Pension Benefits during the period of injury leave.

During such injury leave of absence, the Employer will maintain regular payments into medical and pension plans to insure continued coverage for the Employee and any dependents.

Seniority, vacations benefits, sick leave accumulation and pension credits shall continue to accrue for the time spent on such injury leave of absence.

If the Workers Compensation is retroactive to the date of the injury, the Employee will reimburse the City of New Philadelphia the amount of the compensation award for the period of duplication.

Section 24.11. Any Employee who, as a result of a job related disabling condition is unable to return to full duty may be assigned to "light duty" on the recommendation and limitations set forth by a certified physician however, the assignment and duration of "light duty" shall be at the discretion of the Service Director.

This situation will be for temporary assignments only.

Any employee assigned to light duty shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his normally assigned position.

No superior shall ask, order or demand that any person assigned to "light duty" perform any task or assignment other than those which the Service Director has set out.

Section 24.12. – Employees suffering injuries or illness while on duty due to job related activities, shall be paid for all time lost from work on the date of the injury or illness while receiving medical treatment and examinations, at their regular rate of pay and on the date of the injury, Employee(s) shall, on the date of the injury or illness, be provided with the necessary transportation to and from the doctor's office, or emergency room at no cost to the Employee.

ARTICLE 25
HOLIDAYS

Section 25.1 All employees in active pay status shall be paid for the following holidays provided the employee works, or is on approved leave, on the employee's regularly scheduled workday immediately prior to and following the holiday:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday
Memorial Day (4th Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25)
Employee's Birthday

Should the employee's birthday fall on any one of these holidays, his supervisor shall schedule another day, in accordance with the employee's wishes, wherever practical.

For purposes of this Article "active pay status" shall be defined as all time in which the employee is receiving pay from the City at the time the Holiday occurs excluding any periods of unpaid leave, or periods in which the employee is receiving Temporary Total Disability Benefits from the Ohio Bureau of Workers' Compensation

Section 25.2 In the event that any holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In the event any holiday falls on Sunday, the following Monday shall be observed as the holiday.

Section 25.3 Holidays shall be considered as time worked for overtime pay purposes.

Section 25.4 Employees required to work on the holidays shall receive time and one-half straight pay for hours worked in addition to holiday pay.

ARTICLE 26
VACATIONS

Section 26.1. Bargaining Unit members with full-time status will earn vacations under the following schedule.

A. Members who on the anniversary date of their employment with the City who have service of at least one (1) year, but less than five (5) years shall receive eighty (80) hours of vacation with pay.

B. Members who on the anniversary date of their employment with the City who have service of at least five (5) years but less than ten (10) years shall receive one hundred-twenty (120) hours of vacation with pay.

C. Members who on the anniversary date of their employment with the City who have service of at least ten (10) years but less than fifteen (15) years shall receive one hundred-sixty (160) hours of vacation with pay.

D. Members who on the anniversary date of their employment with the City who have service of at least fifteen (15) years shall receive two hundred (200) hours of vacation with pay.

Section 26.2. Days specified as holidays shall not be charged to a member's vacation leave. A member's annual vacation leave must be used within one (1) year from the anniversary date prior to the next anniversary date or the unused balance shall be forfeited. There shall be no payment for the accrued but unused vacation leave except as specified by the Ordinance #33-84.

Section 26.3. In establishing a member's eligibility for vacation, the Employer will count all service in accordance with Section 9.44 of the O.R.C.

Section 26.4. Vacation periods will be permitted at any time from January 1 of each year through December 31. If there is a conflict between members of the Bargaining Unit, the employee whose seniority is superior will be given the vacation period automatically unless he or she defers to the member junior in seniority. The supervisor of the department will have the power to refuse to grant the vacation request, or to postpone it, should events dictate that the employee is needed at work on the requested vacation day. All requests for vacation must be given to the supervisor for approval in writing on a form supplied by the Employer. Any leave request for vacation leave that is five (5) consecutive work days or longer requires a fifteen (15) calendar day advance notice to the supervisor. Any request for leave that is for less than five (5) consecutive workdays requires a two (2) calendar day advance notice to the supervisor. No employee may commence any period of leave without confirmation of leave approval by a supervisor.

Section 26.5. An employee who is separated from service due to resignation, death, retirement, or discharge shall be compensated by check or electronic deposit for all unused and accrued vacation leave at his regular rate of pay at the time of separation. If the employee is deceased, the next of kin will be paid the amount due.

ARTICLE 27
SHIFT DIFFERENTIALS

Section 27.1 There will be a shift differential of 20 cents over the basic hourly rate of pay for hours worked on the THIRD SHIFT and a shift differential of 30 cents over the basic rate of pay for hours worked on the FIRST SHIFT. Day workers will work the SECOND SHIFT and will be paid the basic hourly rate of pay. Each of the above identified shift differentials shall be increased by $0.05 effective 1-1-2013 and, an additional $0.05 effective 1-1-2015 as follows:

	2013	2014	2015
Third Shift	$0.25	$0.25	$0.30
First Shift	$0.35	$0.35	$0.40

Section 27.2 Day workers who are scheduled to work on either the FIRST OR THIRD SHIFTS, other than overtime hours extended from the SECOND SHIFT, shall be paid the above listed rate for those hours of work.

Section 27.3 Solely for the purposes of this article, the following shift hours will apply:

FIRST SHIFT:	11:00PM to 7:30AM
SECOND SHIFT:	7:30AM to 4:00PM
THIRD SHIFT:	4:00PM to 12:30 AM

But can be adjusted to the hours now worked by each department of the Bargaining Unit.

ARTICLE 28
CALL-IN PAY

Section 28.1 When an employee is required to report back to work after termination of regular work hours, he shall be paid a minimum of one and one-half (1-1/2) times the basic hourly rate of pay.

Section 28.2 Overtime work on the Second Shift, beyond regular working hours, except when replacing a scheduled Third Shift worker, or work performed by Second Shift workers called prior to their normal starting time, shall not carry shift premium.

However, if an employee is scheduled to commence work more than two (2) hours prior to the normal starting time, he shall receive the applicable shift premium for such hours worked prior to the normal shift time of starting, for those two (2) hours or more.

Section 28.3 Whenever an off-duty employee is called to work at a time/day which does not abut his regular work schedule, he shall receive the following:

> Two (2) hours minimum pay at the applicable rate for the first call-in during the twenty-four (24) hour period/day.

An employee who completes his duties within the two (2) hours of an initial call-in, and who is called back again within the same two (2) hour period, shall be paid for only one (1) minimum two (2) hour call-in. A minimum two (2) hours will be paid for any new call-ins following the first call-in during a twenty-four (24) hour period/day.

For purposes of this article, the twenty-four (24) hour period/day shall begin at 12:01 a.m.

ARTICLE 29
REPORT-IN PAY

An employee who reports to work on a regularly scheduled work day, without notice not to report and the scheduled work day is canceled, shall receive a minimum of two (2) hours pay at the applicable hourly rate of pay.

ARTICLE 30
STANDBY PAY/ON-CALL PAY

Section 30.1 An employee who is scheduled by the unit supervisor to be on weekend standby shall receive sixty ($60) dollars. Weekend standby shall extend from 4:01 P.M. Friday through 7:30 A.M. Monday. If weekend duty is extended due to a contract holiday, the employee shall receive an additional thirty ($30) dollars for the added twenty-four (24) hour standby service.

Section 30.2 The employee will be instructed by the supervisor in charge before reporting for work.

Section 30.3 If, in the event an employee cannot take the Standby/On-call assignment, then the employees needed will be asked "within that department" on a rotating (low overtime) basis, by the unit supervisor. If no employee accepts the assignment, the originally scheduled employee must take the assignment.

ARTICLE 31
LONGEVITY

Section 31.1 All employees, after completing the required length of continuous full-time service with the City, shall be paid longevity payments according to the following schedule:

After five (5) years and one (1) day to ten (10) years - $15.00 per month.
Ten (10) years and one (1) day to fifteen (15) years - $20.00 per month.
Fifteen (15) years and one (1) day to twenty (20) year - $30.00 per month.
Twenty years and one (1) day to twenty-five (25) years - $40.00 per month.
Twenty five (25) years and beyond - $50.00 per month

Section 31.2 Scheduled payments as outlined will be made on the last pay in the months of June and December, for each six (6) month period.

ARTICLE 32
WAGE SCHEDULE

Section 32.1. Per Hour Base Rates.

	2012	2013	2014	2015
Wage Increase:		**2.75%**	**2.50%**	**2.25%**
Sanitation Laborer (New Hire)	$12.00	$12.00*	$12.00*	$12.00*
*Effective for new hires.				
Sanitation Laborer (2010 Hire)	$12.61	$12.96	$13.28	$13.58
Sanitation Laborer (2011 Hire)	$12.30	$12.64	$12.96	$13.25
Sanitation Laborer (2012 Hire)	$12.00	$12.33	$12.64	$12.92
Regular Hourly Employees				
STEP A	$15.71	$16.14	$16.54	$16.92
STEP B	$16.37	$16.82	$17.24	$17.63
STEP 1	$17.04	$17.51	$17.95	$18.35
STEP 2	$17.32	$17.80	$18.24	$18.65
STEP 3	$17.69	$18.18	$18.63	$19.05
STEP 4	$17.97	$18.46	$18.93	$19.35
STEP 5	$18.26	$18.76	$19.23	$19.66

Skilled Labor Rates (added to base rate per hour)

	2012	2013	2014	2015
Wage Increase:		**2.75%**	**2.50%**	**2.25%**
Head Mechanic	$2.29	$2.35	$2.41	$2.47
Assistant Mechanic	$0.74	$0.76	$0.78	$0.80
Head Body Man	$0.74	$0.76	$0.78	$0.80
Heavy Equipment Operator	$0.67	$0.69	$0.71	$0.72
Pipe Fitter	$0.67	$0.69	$0.71	$0.72
Meter Installer	$0.67	$0.69	$0.71	$0.72
Serviceman	$0.61	$0.63	$0.64	$0.66
Street Sweeper	$0.67	$0.69	$0.71	$0.72
Traffic Maintenance Tech	$0.74	$0.76	$0.78	$0.80
Sewer Maintenance Tech	$0.74	$0.76	$0.78	$0.80
Head Groundskeeper	$1.12	$1.15	$1.18	$1.21
Park and Pool Maintenance	$0.67	$0.69	$0.71	$0.72
Truck Driver	$0.67	$0.69	$0.71	$0.72
Shuttle Driver	$0.67	$0.69	$0.71	$0.72
Tree Crew	$0.67	$0.69	$0.71	$0.72

Licensed Operator Rates
(added to base wage rates)

Chief Operator	$3.81	$3.91	$4.01	$4.10
Asst Chief Operator	$2.91	$2.99	$3.06	$3.13
Class 3 Licensed Operator	$2.76	$2.84	$2.91	$2.97
Class 2 Licensed Operator	$2.17	$2.23	$2.29	$2.34
Class 1 Licensed Operator	$1.73	$1.78	$1.82	$1.86
Operator in Training/Maintenance	$1.20	$1.23	$1.26	$1.29
Pretreatment Coordinator	$4.27	$4.39	$4.50	$4.60

The head mechanic position wage rate includes the Water Treatment Plant and Waste Water Treatment Plant Head Maintenance. These positions shall be paid at the Head Mechanic rate. Employees in Water Maintenance and Sewer Maintenance will receive the license rates listed above upon achieving the above listed licenses and providing proof of such to the Employer.

Section 32.2. Step Scale Defined. Employees shall be compensated according to the following step scale during the terms of this Agreement.

YEARS of SERVICE

Step A	Hire to 6 months
Step B	6 months + to 1 year
Step 1	1 year + to 2 years
Step 2	2 years + to 5 years
Step 3	5 years + to 8 years
Step 4	8 years + to 15 years
Step 5	15 years +

Section 32.3. The City will pick up four and a half percent (4-1/2%) of the employee's portion of the PERS payment for the duration of this Agreement.

Section 32.4. The option of a four and a half percent (4-1/2%) pension deferral plan will be made available to the members of the Bargaining Unit.

ARTICLE 33
HOSPITALIZATION COVERAGE

Section 33.1. The City agrees to provide all Bargaining Unit employees with health and medical insurance under the two (2) plan options as follows. The Employer shall have the option to contract with any qualified health care insurance provider for health insurance purposes.

> OPTION 1 – Option 1 is an 80/20 plan with a $10/$20/$30/$40 co-pay prescription plan with a two (2) co-pay for three (3) fill mail order provision. A summary list of coverage under Option 1 shall be available to all employees upon request.
>
> OPTION 2 – Option 2 is an employee Health Savings Account (HSA). A summary list of coverage under Option 2 shall be available to all employees upon request.

Employees shall advise the Employer of their OPTION 1 or OPTION 2 selection by submitting the furnished health and medical provider forms during the annual enrollment period.

The parties agree that the Employer may, in its sole discretion, create a third insurance plan option of its own design, referred to as the "City Plan." If the City Plan is created it shall be offered to employees during normal open enrollment periods. The Employer will require no premium contribution from the employee choosing the City Plan. The Employer shall have sole discretion to alter any provision of the plan from year-to-year and employees shall be permitted to opt into or out of the City Plan during normal open enrollment periods. The City shall not be required to offer a third plan or to continue a third plan if in fact it is offered.

Section 33.2. Employees of the Bargaining Unit shall contribute to the maintenance of hospitalization and major medical policies as follows:

The employee shall contribute fifteen percent (15%) of the cost of the premium for Plan 1. The City shall pay the remaining eighty-five percent (85%) of the Plan 1 premium. The employee shall contribute five percent (5%) of the cost of the premium for Plan 2. The City shall pay the remaining ninety-five percent (95%) of the Plan 2 premium. The Employer will establish a deduction plan so that the amounts are deducted evenly over twenty-four (24) pay periods.

Section 33.3. The Employer will deposit one-half (1/2) of the respective Health Savings Account deductible chosen by the employee (single or family) into the employee's Health Savings Account annually. Said funding may be paid quarterly or semi-annually at the discretion of the Employer. Nothing in this section shall preclude the Employer from increasing the annual HSA contributions.

Section 33.4. For any employee who is employed as of the execution of this Agreement and is not enrolled in Plan 2 (HSA), but does elect to enroll in Plan 2 during the effective period of this Agreement during normal enrollment periods, the Employer shall immediately advance to that employee's HSA account the full deductible of the respective Plan chosen (Single or Family). The employee shall receive no further contributions to their HSA account by the Employer for that Plan year; however, if the employee remains enrolled in Plan 2 for subsequent years(s) the Employer's annual contribution to the employee's HSA account shall be as stated in Section 33.3 above. This increased HSA account contribution expires at the end of this Agreement, and no employee shall be eligible to receive this increased contribution more than one (1) time during

the term of this Agreement. Any employee receiving this one-time increased HSA contribution who leaves the employment of the City before the expiration of the Plan year shall have a pro-rata amount of the increased contribution withheld from the employee's final paycheck and/or separation benefits. Employees hired after the execution of this Agreement (new hires) shall not be eligible of this increased contribution if the elect Plan 2 and Employer Health Savings Account (HSA) contributions for new hires shall be pro-rated monthly from the date of eligibility.

Section 33.5. The City agrees to maintain the current VSP eye care program at no additional cost to the employees.

Section 33.6. The City agrees to participate in an IRS Section 125 program that will allow contributions by the employees toward health insurance to be made pre-taxed.

The Parties understand that the Affordable Care Act enacted by the Federal Government on March 23, 2010 has drastically altered the manner in which healthcare is offered to employees. The Parties further understand that much of the Affordable Healthcare Act will be implemented over the period of this Agreement, and that the rules implementing the Act are yet to be written and published. The Parties agree that the Employer is required to comply with this Act and as such may have to make alteration to the healthcare plans offered to the employees to remain in compliance with as yet unwritten and unpublished rules. The Employer will notify of any alterations made as a result of maintaining legal compliance, and the Union agrees that such changes shall not be subject to bargaining as to the substance of the change or the effects resulting from the change, nor shall they be subject to the grievance and arbitration process.

ARTICLE 34
LIFE INSURANCE & DENTAL INSURANCE COVERAGE

Section 34.1 The City shall supply life insurance coverage in the minimum face amount of $30,000 without cost to the employee.

Section 34.2 The City will contribute twenty-six dollars ($26.00) per month per employee for the term of this contract for the AFSCME CARE Dental II plan.

ARTICLE 35
TOOLS AND EQUIPMENT

Section 35.1 The Employer reserves the right to decide what tools and equipment are needed for the proper performance of the scheduled work.

Section 35.2 However, the City will most certainly welcome suggestions by the employees, either individually or collectively, regarding the need of tools and equipment which would benefit both the citizens of the community and the employees in the performance of tasks which provide services to the community.

ARTICLE 36
IRS ALLOWANCES

Section 36.1 Mileage Allowance If an employee is requested or required by his supervisor to use his personal vehicle for job related functions or for the performance of an errand for the City, that employee will receive a stipend equal to the current IRS allowance per mile for this use on presentation of the necessary approved document to the City Auditor.

Section 36.1 Meal Allowance/Off Job Site When an employee is authorized to be away from their work site through the meal period while engaged in the performance of the job, the employee shall be reimbursed a maximum of twenty-two dollars ($22.00) per day for meals and ninety-five dollars ($95.00) per day for hotel expense.

ARTICLE 37
TUITION REIMBURSEMENT

Section 37.1 Employees shall be reimbursed by the City of New Philadelphia for courses that they successfully complete, provided that the City requires and has approved in advance the employee's participation in the course. The course must be related to the employee's current job duties. The Employer agrees to reimburse the employee for the cost for the first two (2) attempts of any licensing test, provided such license is required by the City; should the employee fail both licensing tests the Employer will not reimburse the employee for the cost of any licensing test beyond the second attempt. The Employer agrees to pay for any licensing renewal fees for those positions that are required to have such license.

Section 37.2 Employees who attend such courses which relate to obtaining state certification during time they are scheduled to work shall be paid for time spent at such courses.

Section 37.3 If an employee is scheduled to work the midnight or first shift before a scheduled class, he will be excused from working such shift and will be paid straight day rate or basic pay as set for the second shift.

Section 37.4 Employees who travel away from the District to take examinations for certification will receive a mileage allowance for such travel. The City will advance the fee for any such examination. If the fee is returned by the examining authority, the fee shall be returned to the City.

Section 37.5 The City shall reimburse employees the difference between the cost of a standard motor vehicle operator's license and a commercial driver's license. (CDL,) if the employee is required by the City to obtain such license for job-related purposes.

ARTICLE 38
SUBCONTRACTING

The City of New Philadelphia has no intent to subcontract any work done by the Bargaining Unit for the duration of this specific contract, except that work which is beyond the capabilities and facilities of the members of the Bargaining Unit.

ARTICLE 39
RESPONSIBILITY

The City will submit any claim against an employee for liability to its insurance carrier for coverage and defense.

Ohio law regarding Employer/employees is already sufficient for liability incurred in connection with employment.

ARTICLE 40
SAFE WORK PRACTICES

Section 40.1. The City agrees to provide proper safety equipment for employees on all jobs and agrees to supervise the application of all safety principles throughout management employee in charge.

Section 40.2. The Union agrees that all of its members will follow the proper guidelines in the use and application of safety equipment provided that lack of this adherence to the use and application of this equipment and safety requirements on the part of the employee will release the Employer from any responsibility.

Section 40.3. Employees will not be required to use unsafe equipment and will not be disciplined for refusal to operate unsafe equipment and/or under unsafe conditions.

Section 40.4. Labor/Management Meetings: Representatives of the City management and the Union, not to exceed three representatives each, shall be available to meet on a quarterly basis. No later than five days prior to the scheduled meeting, an agenda of the items to be discussed at the meeting will be exchanged between parties. The purpose of these meetings is to provide a structure for the parties to discuss issues of concern and promote better communications between representatives of Management and the Union.

ARTICLE 41
UNION MEETINGS

Section 41.1 The Union may use City Street Department garage or similar facilities for Union meetings, provided the Union gives advance notification. These meetings will be scheduled during off duty hours.

Section 41.2 The Union agrees that its members shall be responsible for the maintenance of such City premises while holding meetings there and the Union shall reimburse the City for any damages caused to City facilities while such damages are inflicted during the course or as the result of such meetings.

ARTICLE 42
SAVINGS CLAUSE

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific article, section or portion directly specified in the decision. The parties agree to immediately meet and negotiate a substitute for the invalidated article, section or portion.

In the event that appeals to any such decision are filed such article, section or portion thereof affected by the decision shall continue in effect until the appeals process is void.

ARTICLE 43
GLOVES AND FOUL WEATHER GEAR STIPEND

Section 43.1 The Employer shall provide any type of gloves to any employees that are necessary for the safe and proper performance of their jobs.

Section 43.2 All bargaining unit employees shall receive a paid stipend, minus all usual and customary deductions, annually in October in the amounts as follow:

2013 - $225
2014 - $275
2015 - $300

ARTICLE 44
WORK RULES

Section 44.1. When the Employer establishes new work rules, or revises current work rules, the Union shall be notified in advance. Upon request of the Union, the Employer shall meet with the Union and discuss such rules. Employees shall be notified in writing of any new work rules or revisions of rules seven (7) days prior to the effective date of such rules.

Section 44.2. The parties agree that the City has the right to make work rules and regulations provided that such work rules and regulations do not conflict with specific provisions of the Collective Bargaining Agreement. The Union reserves the right to grieve such work rules and regulations in the event that the Union determines that such work rules and regulations are improperly applied to Bargaining Unit members or in conflict with specific provisions of this Agreement.

ARTICLE 45
RESIDENCY REQUIREMENTS

Residency requirements shall follow state law.

ARTICLE 46
RETIREMENT

Bargaining Unit employees shall be retired in accordance with voluntary and compulsory retirement provisions of the State of Ohio Public Employee Retirement System except if these requirements are in conflict with those of the Federal Government or other governing body whose rules supersede those of the City.

ARTICLE 47
SUBSTANCE ABUSE POLICY

1. Drug Free Workplace Policy:

   a. Generally: The City of New Philadelphia is concerned with the effects drug abuse can have on an employee, his family, and the employee's ability to perform his work safely and efficiently. The City believes it is important as a public entity and leader in the community in the war against drugs and alcohol abuse that a policy be established that prohibits the manufacture, distribution, dispersal, possession, or use of controlled substances in the workplace. The following policy is intended to meet the above objectives and comply with the provisions of the Drug Free Workplace Act of 1988.

   b. Acknowledgment and Notice:

      (1) As a condition precedent to hiring, all prospective employees will receive a copy of the City's Drug Free Workplace statement and policy and will be required to sign an Acknowledgment of Receipt which will become a permanent part of the employee's personnel file.

      (2) All prospective employees will be required to acknowledge that they are aware of the City's Drug Free Workplace policy and understand that it is a condition of employment.

2. Definitions: For purposes of this policy:

   Employee: means any person (i.e., management, supervisory, or non-supervisory), who is paid in whole or in part by the City.

   Controlled Substance: means any drugs, compounds, mixtures, preparation, or controlled substance contained in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812); or as defined in O.R.C. Section 3719.41, 3719.43, and 3719.44.

   Conviction: means any finding of guilt, including a plea of nolo contenders (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

   Criminal Drug Statute: means a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. Section 3719.01 et seq. and O.R.C. Section 2925.01 et seq.

3. Distribution of Information: Each employee shall receive an information package containing:

   a. A current copy of the Employer's posted/published Drug Free Workplace policy employees will be required to sign "Acknowledgment of Employer' Information Regarding the Drug Free Workplace Act Policy."

   b. Information concerning the penalties that will be imposed for a breach of the Employer's Drug Free Workplace policy.

   c. Notice to the employee that any work related conviction of any federal or state criminal drug statute shall be reported in writing by the employee to the Employer within five (5) calendar days after such conviction.

4. Prohibited Activity: The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the Employer's workplace is strictly prohibited and will result in criminal prosecution and disciplinary action up to and including termination from employment.

5. Notification of Conviction: Any employee convicted of any federal, state, or municipal criminal drug statute for a workplace related drug offense must notify the Public Service Director of such within five (5) calendar days of the conviction.

6. Employer Action: The Public Service Director will, within thirty (30) days after receiving notice of a conviction from an employee, or upon concluding that an employee has violated paragraph (4) above:

   a. Take appropriate disciplinary action against such employee up to and including termination; and/or

   b. Require the employee to satisfactorily participate in a drug rehabilitation program as provided herein.

7. Failure to Report: Any employee who fails to report a workplace-related drug conviction:

   a. Will be terminated from employment and;

   b. May be held civilly liable for any loss of federal funds resulting from the failure to report the conviction.

8. Alcohol and Drug Rehabilitation Policy:

   a. Any employee who is referred to a drug or alcohol rehabilitation program and fails to satisfactorily participate in the program will be terminated from employment.

b. Referral to a rehabilitation program is designed primarily for those employees who appear to have a treatable condition, not to protect those who possess, manufacture, distribute, dispense, or use alcohol or drugs in the workplace.

c. Prior to appointment after a conditional offer of employment, the Employer may require candidates for safety-sensitive positions to pass a physical examination which may include blood, urine, or similar testing to determine whether an applicant has used a controlled substance.

d. The City recognizes alcoholism and drug addiction may be treatable, and encourages employees who may have an alcohol or drug problem to seek professional treatment or assistance on their own initiative.

e. For purposes of this policy, an alcohol or drug abuse problem exists when an employee's alcohol consumption or drug abuse interferes with the employee's job performance, presents a threat to the safety of persons or property, or presents an unfavorable image to the public. This policy is intended to assure employees with an alcohol abuse problem will not have their job security or promotional opportunities jeopardized by a request for treatment. Employees should understand this means that a request for treatment will not automatically exonerate them from discipline when the Employer initiates disciplinary action for manufacturing, distributing, dispensing, possessing, or using drugs in the workplace, or violations of the Employer's policies due to alcohol abuse. An employee who seeks treatment on the employee's own initiative will be in a more favorable position than an employee who brings up a drinking or drug problem to the attention of the Employer for the first time during a disciplinary hearing.

f. An individual's rights to confidentiality and privacy are recognized. Any pertinent information and records of employees with alcohol or drug problems will be treated in the same manner as all other medical records, subject to provisions of applicable law, City policy, and City ordinance.

g. It is the responsibility of the employee to comply with any referral for diagnosis and to cooperate with the prescribed treatment. An employee's refusal to accept diagnosis or treatment, or failure to respond to treatment, will be handled in the same manner as all other illnesses when job performance continues to be adversely affected. Refusal may be considered insubordination for disciplinary purposes.

h. Implementation of this policy will not require or result in any special regulations, privileges, or exemptions from the standard administrative practices applicable to job performance.

9. In the case where the Employer has reasonable suspicion to believe that the employee has violated the alcohol or controlled substances prohibitions stated in this policy, the following procedure will be followed:

10. A trained supervisor shall be required to document the employee's conduct by completing the "Reasonable Suspicion Checklist" located in Section 9 of this manual. If possible, witnesses should also complete a signed statement documenting the employee's conduct. The written record detailing the observations leading to a reasonable suspicion test shall be completed as soon as possible.

12. Reasonable suspicion tests must be performed within eight (8) hours of the observation.

13. Any employee who has been ordered to undergo a drug and alcohol test shall be accompanied to the testing site by his supervisor or designee.

14. A refusal to comply with the drug and alcohol testing will constitute insubordination and a presumption of impairment, and may result in discharge.

15. The Public Service Director or designee shall inform the employee that he/she is immediately relieved of duty with pay, pending the results of the drug and alcohol test. The supervisor shall accompany the employee home or ensure that a family member or friend accompanies the employee home.

16. The Public Service Director or designee is required to notify the employee if the controlled substance test results were positive and which substances actually tested positive.

17. A positive test will result in discipline up to and including termination. Refer to "Guidelines for Disciplinary Action and Penalties" in Section 8.04 of this manual for information on the discipline process.

SUBSTANCE ABUSE

A. The City of New Philadelphia's employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment that promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

B. The purpose of this policy is to assure an employee's fitness for duty and to protect our employees, passengers, and the public from the risk posed by the use of alcohol and prohibited drugs. This policy is also intended to comply with all applicable Federal Regulations governing workplace anti-drug programs in the highway industry. The Federal Highway Administration (FHWA) of the U.S. Department of Transportation has enacted 49 CFR Part 382 that mandates urine drug testing and breath alcohol testing for

safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (DOT) has also enacted 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens. In addition the DOT has enacted 49 CFR Part 29.

*NOTE. The following provisions set forth are consistent with requirements specifically set forth in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Program and 49 CFR Part 382 Random Drug Test Program. All other provisions are set forth under the City's authority and will comply with NIDA look-a-like test.

C. Applicability: This policy applies to all New Philadelphia's employees, part-time employees, volunteers, and contractors when they are on the City's property or when performing any City-related business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors and contractor employees are governed by this policy while on City premises and will not be permitted to conduct City business if found to be in violation of this policy.

A safety-sensitive function is any duty related to the safe operation of highway maintenance duties, equipment, including the operation, dispatch and maintenance of a City vehicle and any other employee who holds a Commercial Driver's License or drives a County vehicle.

D. Prohibited Substances: "Prohibited substances" addressed by this policy include the following:

1. Illegally Used Controlled Substances or Drugs. Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15, as amended. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine) (PCP), * as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

   * cocaine, morphine/codeine, barbiturates, benzodiazepines, methaqualones, and any other substance identified in Schedule I-II of Section 202 of the Controlled Substance Act.

2. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functions, motor skills, or judgment may be adversely affected should be reported to supervisory personnel and medical advice should be sought, as appropriate, before performing work-related duties.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing City business is prohibited.

3. Alcohol: The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing City business is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breaths measured by an evidential breath testing device.

E. Prohibited Conduct:

1. Intoxication/Under the Influence: Any employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty immediately and subject to the appropriate discipline. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum threshold defined in 49 CFR Part 40, as amended.

2. Alcohol Use: No employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her blood concentration is 0.04 or greater. No employee shall use alcohol while on duty, while performing either safety-sensitive or non-safety-sensitive functions, or just before or just after performing a safety sensitive function. No employee shall use alcohol within four (4) hours of reporting for duty, or during the hours that they are on call. Individuals who violate these provisions shall be subject to the appropriate discipline.

3. Compliance with Testing Requirements: All employees will be subject to urine drug testing and breath alcohol testing. Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately, and a positive test result shall be conclusively presumed. Said positive test result will subject employee to the appropriate discipline. Refusal can include an inability to provide a specimen within a three (3) hour period or breath sample without a valid explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test. The three (3) hour period begins when the employee reaches the testing site. The employee shall be transported to the testing site by a City mandated representative.

4. Treatment Requirements: All employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse. Any employee who refuses or fails to comply with FHWA's requirement for treatment, after care, or return to duty shall be subject to disciplinary action, up to and including termination. The cost of any treatment or rehabilitation services will be paid for by the employee's health care provider and/or the employee. Employees will be allowed to take accumulated sick time and/or accrued vacation time after serving the required suspension to participate in the rehabilitation program.

5. Proper Application of the Policy: The City is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/administrative personnel are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/administrative personnel who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

F. Testing for Prohibited Substances: Analytical using drug testing and breath testing for alcohol shall be conducted when circumstances warrant as required by federal regulations. All employees shall be subject to testing prior to employment for reasonable suspicion, following an accident, return to duty and at least 50 percent of the total number of all employees subject to random drug testing and 25 percent subject to random alcohol testing must be tested each year. In addition, all employees will be tested prior to returning to duty after failing a drug test or alcohol test and after completion of the Substance Abuse Professional's recommended treatment program. Those employees who perform safety-sensitive functions as defined in the attachment to this policy shall be subject to follow-up testing in a random, unannounced basis. Follow-up testing will be conducted for a period of one (1) to five (5) years, with at least six (6) tests performed during the first year.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS)/National Institution on Drug Abuse (NIDA). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended.

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory gas Chromatography/Mass Spectrometry (GS/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol

concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for eight (8) hours unless a retest results in a concentration measure of less than 0.02. An employee whose inability to perform assigned duties due to an alcohol test result of greater than 0.02 but less than 0.04 will be held off with sick leave for that day. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 382 for safety-sensitive employees.

Any employee that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by a Substance Abuse Professional (SAP). A positive drug or alcohol test will result in disciplinary action.

The City affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

G. Employee Requested Testing: Any employee who questions the results of a required drug test under Section F of this policy may request that an additional test be conducted. This test must be conducted at a different testing DHHS/NIDA-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are paid by the employee unless the results of the test are negative. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the MRO within seventy-two (72) hours of notice of the initial test result. Request after seventy-two (72) hours will be accepted if the delay was due to documentable facts that were beyond the control of the employee.

H. Cause for Testing:

Pre-Employment Testing: All position applicants shall undergo urine drug testing and breath alcohol testing following the offer of employment or transfer into a safety-sensitive position. Receipt by the City of negative drug test results is required prior to employment or transfer. Receipt of a negative alcohol test is also required prior to employment and before the employee can perform a safety-sensitive function. Failure of a drug or alcohol test will disqualify an applicant for employment.

Reasonable Suspicion Testing: All employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with long or short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.

2. Physical signs and symptoms consistent with prohibited substance abuse or alcohol misuse such as slurred speech and body odors.

3. Evidence of manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or prohibited substances.

4. Occurrence of a serious or potentially serious accident that may have been caused by human error.

5. Fights (to mean physical contact), assaults, and flagrant disregard or violation of established safety, security, or other operating procedure.

6. Argumentative, cantankerous behavior.

Reasonable suspicion referrals will be made by a supervisor (two [2] when practical) who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or alcohol misuse.

Post-Accident Testing: All employees will be required to undergo urine and breath testing if they are involved in an accident with a City vehicle. This includes all safety-sensitive employees that are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or if one (1) or more vehicles incur disabling damage that requires towing from the site; or if the employee receives a citation under state or local law for a moving traffic violation arising from the accident. The City's employee may still be tested if facts and circumstances give cause to believe that they may have contributed to the accident, regardless if citation is issued.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test. Any employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and their employment may be terminated. Employees tested under this provision will include not only the operations personnel, but also any other covered employees whose performance may have contributed to the accident.

Random Testing: All safety-sensitive employees will be subject to random, unannounced drug and alcohol testing. The selection of employees for random alcohol and drug testing will be made by a scientifically valid method that assures each covered employee that

they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year.

Return-to-Duty Testing: All employees who previously tested positive on a drug or alcohol test must test negative (below 0.02 for alcohol) and be evaluated and released to duty by a substance abuse professional before returning to work.

Follow-up Testing: Employees will be required to undergo frequent unannounced random urine and/or breath testing following their return to duty after a positive test result. The follow-up testing will be performed for a period of one (1) to five (5) years with a minimum of six (6) tests to be performed the first year.

I. Employment Assessment: Any safety-sensitive or non-safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, shall be evaluated within ten (10) days by a substance abuse professional (SAP). A SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders and substance abuse. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

Assessment by a SAP does not shield an employee from disciplinary action or guarantee employment or reinstatement with the City of New Philadelphia.

If an employee is allowed to return to duty, he/she must properly follow and complete the rehabilitation program prescribed by the SAP, the employee must have negative return-to-duty drug, and alcohol tests, and be subject to unannounced follow-up tests for a period of one (1) to five (5) years. The cost of any treatment or rehabilitation services will be paid directly by the employee and/or his insurance provider. Employees will be allowed to take accumulated sick leave and/or accrued vacation leave after the required suspension is served to participate in the prescribed rehabilitation program.

J. Re-entry Program: Employees who re-enter the workforce must agree to a re-entry program. That program may include (but is not limited to) the following:

1. A release to work statement from an approved Substance Abuse Professional (SAP).
2. A negative test for drugs and/or alcohol.
3. An agreement to unannounced frequent follow-up testing as per FTWA guidelines.
4. Recognition by the employee of his/her mandatory obligation to follow specified after care requirements.

5. Recognition that violation of re-entry program constitutes grounds for disciplinary action up to and including termination.

K. Waiver: Should the regulations concerning mandatory drug and alcohol testing issued by the Federal Highway Administration (FHWA), (49 CFR part 40, part 382) or any parts or portions thereof of a provision of this agreement be found to be invalid or unconstitutional by a court of competent jurisdiction; such a provision shall be subject to re-negotiation by the parties . The Union reserves all legal rights and remedies to challenge any provision of this program which has been included in the contract to comply with the mandatory requirements of the FHWA regulations which have been deemed invalid by a court of competent jurisdiction.

ARTICLE 48
DURATION OF AGREEMENT

This Agreement shall be effective January 1, 2013, and shall remain in full force and effect until11:59 PM, December 31, 2015, and from year to year thereafter, unless either party gives written notification to modify, amend or terminate this Agreement. Such notification must be given not less than 90 days prior to the expiration of this Agreement.