

AMENDMENT TO THE AGREEMENT

BETWEEN THE CITY OF MENTOR

AND

UNION LOCAL 1099

EFFECTIVE MARCH 31, 2014 THROUGH MARCH 30, 2017

The City of Mentor and Union Local 1099 mutually agree to amend Article XV Rates of Pay to provide an additional one percent (1%) pay increase effective March 31, 2014 to the pay rates provided in Section 15.1 A., and thereby reflecting a total wage increase of two percent (2%) for the employees of Union Local 1099, for the first year of the agreement 3/31/2014 - 3/30/2015, retroactive for employees employed upon ratification. The pay rates for the second and third years of the agreement 3/31/2015 - 3/30/2016, and 3/31/2016 - 3/30/2017, Sections 15.1 B., and 15.1 C., are hereby also amended to reflect the adjustment to the pay schedule which is necessary due to the change in year one. Revised sections 15.1 A., 15.1 B., and 15.1 C. are attached.

The City of Mentor and Union Local 1099 mutually agree to amend Article XXXVII Substance Testing and Assistance. The entire Article XXXVII shall be replaced by the amended version (copy attached).

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by the duly authorized representative this 4<sup>th</sup> day of MARCH, 2015.

For the Municipal, County and State  
Employee's Union, Local 1099

  
Local 1099 Business Manager

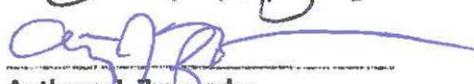
  
Secretary/Treasurer

  
Steward

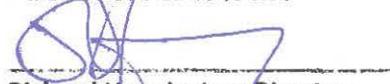
  
Steward

For the City of Mentor

  
Kenneth J. Filliak, City Manager

  
Anthony J. Zampedro,  
Assistant City Manager

  
Matthew Schweikert,  
Director of Public Works

  
Richard Hennig, Law Director

Thomas M. Grabarczyk, IRM, Inc.

Section 15.1 A.

Effective March 31, 2014, each employee shall be paid at a base pay rate in accordance with the following schedule retroactive for employees employed upon ratification:

REVISED

2014		Starting Rate	1	2	3	4	5	6
Crew Leader	Bi-weekly		2,138.36	2,215.71	2,298.28			
	Annual		55,597.36	57,603.46	59,755.28			
Groundskeeper	Bi-weekly		1,636.65	1,711.48	1,748.89	1,819.79	1,925.23	
	Annual		42,552.90	44,498.48	45,471.14	47,314.54	50,055.98	
Equipment Operator I	Bi-weekly		1,732.08	1,806.88	1,845.57	1,915.23	2,018.40	
	Annual		45,034.08	46,978.88	47,984.82	49,795.98	52,478.40	
Equip. Operator II	Bi-weekly		1,863.64	1,928.13	1,997.78	2,066.15		
	Annual		48,454.64	50,131.38	51,942.28	53,719.90		
Equip. Operator III	Bi-weekly		1,997.77	2,066.15	2,138.36	2,215.71		
	Annual		51,942.02	53,719.90	55,597.36	57,608.46		
Maintenance Worker	Bi-weekly	1,486.91	1,652.12	1,728.21	1,765.62	1,836.57	1,941.00	
	Annual	38,659.66	42,955.12	44,933.46	45,906.12	47,750.82	50,466.00	
Marina Aide I	Bi-weekly	1,168.58	1,298.44	1,379.45	1,460.42	1,541.43	1,622.42	1,703.44
	Annual	30,383.08	33,759.44	35,865.70	37,970.92	40,077.18	42,182.92	44,289.44
Marina Aide II	Bi-weekly		1,577.56	1,676.01	1,774.44	1,872.89	1,971.33	2,069.78
	Annual		41,016.56	43,576.26	46,135.44	48,695.14	51,254.58	53,814.28
Mechanic I	Bi-weekly	1,655.24	1,839.14	1,928.14	1,997.77	2,066.15		
	Annual	43,036.24	47,817.64	50,131.64	51,942.02	53,719.90		
Mechanic II	Bi-weekly		1,997.77	2,087.89	2,181.83	2,282.17	2,398.74	
	Annual		51,942.02	54,285.14	56,727.58	59,336.42	62,367.24	
Parks Crew Leader	Bi-weekly		2,125.47	2,201.55	2,284.09			
	Annual		55,262.22	57,240.30	59,386.34			
Parks Operator I	Bi-weekly		1,848.17	1,911.37	1,979.71	2,049.35		
	Annual		48,052.42	49,695.62	51,472.46	53,283.10		
Parks Operator II	Bi-weekly		1,979.71	2,049.35	2,125.47	2,201.55		
	Annual		51,472.46	53,283.10	55,262.22	57,240.30		
Traffic Maint. Crew Ldr.	Bi-weekly		2,138.36	2,215.71	2,298.28			
	Annual		55,597.36	57,608.46	59,755.28			
Traffic Signal Tech.	Bi-weekly	1,797.99	1,997.77	2,066.15	2,138.36	2,215.71		
	Annual	46,747.74	51,942.02	53,719.90	55,597.36	57,608.46		
Welder II	Bi-weekly	1,797.99	1,997.77	2,087.89	2,181.83	2,282.17	2,398.74	
	Annual	46,747.74	51,942.02	54,285.14	56,727.58	59,336.42	62,367.24	

Section 15.1 B.

Effective March 31, 2015, each employee shall receive a 2.00% wage increase and be paid at a base pay rate in accordance with the following schedule:

REVISED

2015		Starting Rate	1	2	3	4	5	6
Crew Leader	Bi-weekly		2,181.13	2,260.02	2,344.25			
	Annual		56,709.38	58,760.52	60,950.50			
Groundskeeper	Bi-weekly		1,669.38	1,745.71	1,783.87	1,856.19	1,963.73	
	Annual		43,403.88	45,388.46	46,380.62	48,260.94	51,056.98	
Equipment Operator I	Bi-weekly		1,766.72	1,843.02	1,882.48	1,953.53	2,058.77	
	Annual		45,934.72	47,918.52	48,944.48	50,791.78	53,528.02	
Equip. Operator II	Bi-weekly		1,900.91	1,966.69	2,037.74	2,107.47		
	Annual		49,423.66	51,133.94	52,981.24	54,794.22		
Equip. Operator III	Bi-weekly		2,037.73	2,107.47	2,181.13	2,260.02		
	Annual		52,980.98	54,794.22	56,709.38	58,760.52		
Maintenance Worker	Bi-weekly	1,516.65	1,685.16	1,762.77	1,800.93	1,873.30	1,979.82	
	Annual	39,432.90	43,814.16	45,832.02	46,824.18	48,705.80	51,475.32	
Marina Aide I	Bi-weekly	1,191.95	1,324.41	1,407.04	1,489.63	1,572.26	1,654.87	1,737.51
	Annual	30,990.70	34,434.66	36,583.04	38,730.38	40,878.76	43,026.62	45,175.26
Marina Aide II	Bi-weekly		1,609.11	1,709.53	1,809.93	1,910.35	2,010.76	2,111.18
	Annual		41,836.86	44,447.78	47,058.18	49,669.10	52,279.76	54,890.68
Mechanic I	Bi-weekly	1,688.34	1,875.92	1,966.70	2,037.73	2,107.47		
	Annual	43,896.84	48,773.92	51,134.20	52,980.98	54,794.22		
Mechanic II	Bi-weekly		2,037.73	2,129.65	2,225.47	2,327.81	2,446.71	
	Annual		52,980.98	55,370.90	57,862.22	60,523.06	63,614.46	
Parks Crew Leader	Bi-weekly		2,167.98	2,245.58	2,329.77			
	Annual		56,367.48	58,385.08	60,574.02			
Parks Operator I	Bi-weekly		1,885.13	1,949.60	2,019.30	2,090.34		
	Annual		49,013.38	50,689.60	52,501.80	54,348.84		
Parks Operator II	Bi-weekly		2,019.30	2,090.34	2,167.98	2,245.58		
	Annual		52,501.80	54,348.84	56,367.48	58,385.08		
Traffic Maint. Crew Ldr.	Bi-weekly		2,181.13	2,260.02	2,344.25			
	Annual		56,709.38	58,760.52	60,950.50			
Traffic Signal Tech.	Bi-weekly	1,833.95	2,037.73	2,107.47	2,181.13	2,260.02		
	Annual	47,682.70	52,980.98	54,794.22	56,709.38	58,760.52		
Welder II	Bi-weekly	1,833.95	2,037.73	2,129.65	2,225.47	2,327.81	2,446.71	
	Annual	47,682.70	52,980.98	55,370.90	57,862.22	60,523.06	63,614.46	

Section 15.1 C.

Effective March 31, 2016, each employee shall receive a 2.00% wage increase and be paid at a base pay rate in accordance with the following schedule:

**REVISED**

2015		Starting Rate	1	2	3	4	5	6
Crew Leader	Bi-weekly		2,224.75	2,305.22	2,391.14			
	Annual		57,843.50	59,935.72	62,169.64			
Groundskeeper	Bi-weekly		1,702.77	1,780.62	1,819.55	1,893.31	2,003.00	
	Annual		44,272.02	46,296.12	47,308.30	49,226.06	52,078.00	
Equipment Operator I	Bi-weekly		1,802.05	1,879.88	1,920.13	1,992.60	2,099.95	
	Annual		46,853.30	48,876.88	49,923.38	51,807.60	54,598.70	
Equip. Operator II	Bi-weekly		1,938.93	2,006.02	2,078.49	2,149.62		
	Annual		50,412.18	52,156.52	54,040.74	55,890.12		
Equip. Operator III	Bi-weekly		2,078.48	2,149.62	2,224.75	2,305.22		
	Annual		54,040.48	55,890.12	57,843.50	59,935.72		
Maintenance Worker	Bi-weekly	1,545.98	1,718.86	1,798.03	1,836.95	1,910.77	2,019.42	
	Annual	40,221.48	44,690.36	46,748.78	47,760.70	49,680.02	52,504.92	
Marina Aide I	Bi-weekly	1,215.79	1,350.90	1,435.18	1,519.42	1,603.71	1,687.97	1,772.26
	Annual	31,610.54	35,123.40	37,314.68	39,504.92	41,696.46	43,887.22	46,078.76
Marina Aide II	Bi-weekly		1,641.29	1,743.72	1,846.13	1,948.56	2,050.98	2,153.40
	Annual		42,673.54	45,336.72	47,999.38	50,662.56	53,325.48	55,988.40
Mechanic I	Bi-weekly	1,722.11	1,913.44	2,006.03	2,078.48	2,149.62		
	Annual	44,774.86	49,749.44	52,156.78	54,040.48	55,890.12		
Mechanic II	Bi-weekly		2,078.48	2,172.24	2,269.98	2,374.37	2,495.64	
	Annual		54,040.48	56,478.24	59,019.48	61,733.62	64,886.64	
Parks Crew Leader	Bi-weekly		2,211.34	2,290.49	2,376.37			
	Annual		57,494.84	59,552.74	61,785.62			
Parks Operator I	Bi-weekly		1,922.83	1,988.59	2,059.69	2,132.15		
	Annual		49,993.58	51,703.34	53,551.94	55,435.90		
Parks Operator II	Bi-weekly		2,059.69	2,132.15	2,211.34	2,290.49		
	Annual		53,551.94	55,435.90	57,494.84	59,552.74		
Traffic Maint. Crew Ldr.	Bi-weekly		2,224.75	2,305.22	2,391.14			
	Annual		57,843.50	59,935.72	62,169.64			
Traffic Signal Tech.	Bi-weekly	1,870.63	2,078.48	2,149.62	2,224.75	2,305.22		
	Annual	48,636.38	54,040.48	55,890.12	57,843.50	59,935.72		
Welder II	Bi-weekly	1,870.63	2,078.48	2,172.24	2,269.98	2,374.37	2,495.64	
	Annual	48,636.38	54,040.48	56,478.24	59,019.48	61,733.62	64,886.64	

ARTICLE XXXVII

SUBSTANCE TESTING AND ASSISTANCE

Section 37.01

The provisions of this Article are in addition to, and not in lieu of, provisions of the Omnibus Transportation Employee Testing Act of 1991. Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the City possesses the facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs, **controlled substances** or improper use of alcohol. The City also maintains the right to conduct random tests of employees. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party **except for administrative purposes**. The following procedure shall not preclude the City from other administrative action. ~~but such actions shall not be based solely upon the test results.~~

Section 37.2

All drug and alcohol screening tests shall be conducted by a SAMSHA-certified drug testing laboratory. ~~medical laboratories licensed by the State of Ohio.~~ The procedure utilized by the test lab shall include a chain of custody procedures and mass spectroscopy confirmation (GC/MS) of any positive initial **controlled substance** screening.

Section 37.3

Drug and alcohol screening tests shall be given to employees to detect the use of alcohol and improper ~~illegal~~ use of controlled substances as defined by the Ohio Revised Code. Improper use of a controlled substance shall be defined as use other than as directed by a physician or illegal use. If the initial breath screening for alcohol is positive, a confirmation breath alcohol is required at the time of testing. If the initial screening for drugs or controlled substances is positive a confirmatory test of the original sample ~~bleed~~ by the gas chromatography-mass spectrophotometry method (GC/MS) shall be conducted by the testing lab. Negative specimens are disposed of three days after a report has been sent. A split of a positive specimen are held for one year after the first report goes out. ~~which shall be administered by a medical laboratory licensed by the State of Ohio.~~ In the case of incapacitation or inability to perform a breath sample or provide a urine sample, the drug alcohol screening may be based on a blood sample drawn by appropriate medical personnel. The employee may have a second confirmatory (GC/MS) test done on the split specimen of the original specimen at a SAMHSA-certified drug testing laboratory in ~~medical laboratory licensed by the State of Ohio~~ of his choosing, at his expense. This test shall be given the same evidentiary value as the ~~two~~ previous tests. If at any point, the results of the drug testing procedures

conducted by the City specified in this Article are negative, (employee confirmatory tests not applicable) all further testing and administrative sections related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any further disciplinary action or in any employment consideration decisions.

#### Section 37.4

Upon the findings of positive for controlled substance by the chemical tests, the City shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly improperly used an ~~illegal~~ controlled substance or alcohol. Upon the conclusion of such investigation, an employee who has tested positive for the presence of a controlled substance or alcohol ~~illegal drugs~~ pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refused to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the City shall have the right to disciplinary action.

An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer ~~illegally~~ improperly using a controlled substance or alcohol, the employee shall be returned to his position. Such employee may be subject to periodic random retesting at the discretion of the City upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

#### Section 37.5

If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug or alcohol screening tests and confirmatory tests shall be borne by the City. For the purpose of this Article, "periodic" shall mean not more than twelve (12) times per year, except that drug and alcohol tests may be performed at any time upon "reasonable suspicion" of drug improper use.

#### Section 37.6

No drug testing shall be conducted without the authorization of the appropriate Department Head or his designee. If the Department Head orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary

action. Records of drug and alcohol testing shall be kept in the office of the Personnel Director and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the Article.

**Section 37.7**

The employee and ~~Local 1099~~ shall be given a copy of the positive results from the laboratory performing the test ~~report of both specimens~~ before any discipline is imposed.

**Section 37.8**

Employees that purposely make false accusations pursuant to this Section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.