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The City of Willoughby Hills

AN AGREEMENT

City, County and Waste Paper Drivers Union
Local 244, International Brotherhood of Teamsters

SERVICE DEPARTMENT

Effective:
JANUARY 1, 2011

Expires:
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ARTICLE I PREAMBLE

1.01 This contract sets forth a complete Agreement between the City of Willoughby Hills (hereinafter referred to as the "City") and City, County & Waste Paper Drivers Union, Local 244, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), which represents employees as specified herein. Specifically, the Agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

1.02 The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this Contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties. This contract shall comply with the Laws of the United States, the State of Ohio, and all applicable governmental administrative rules and regulations which have the effect of Law.

ARTICLE II MANAGEMENT RIGHTS

2.01 The Employer shall have the exclusive right to manage the operations control the premises, direct the working force, and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline, discharge, lay off, assign and promote; to promulgate and enforce work rules; to introduce new equipment, methods, of performing work, r facilities; to determine the size, duties, and qualifications of the work force; to determine work schedules, hours, and shifts; to require overtime; to subcontract; and to determine whether work will be performed by bargaining unit or other employees.

ARTICLE III RECOGNITION

3.01 The Union is recognized as the sole and exclusive representative for all employees in the bargaining unit defined in Section 2 for the purpose of establishing rates of pay, wages, hours, and other conditions of employment.

3.02 The Union's exclusive bargaining unit includes the following job classification and the City will not recognize any other Union as the representative for any employees within such classifications:

Included: All full-time truck drivers, labors, mechanics, and maintenance employees in the Service Department.

Excluded: All management level, confidential, professional, clerical, supervisors, and guards.

3.03 In the event the name of the classification in the bargaining unit is changed and the work duties remain substantially unchanged, the City will promptly notify the Union of said change.

3.04 In the event a new classification is established by the City in its Service Department which is related to an existing classification in the bargaining unit, the City will promptly notify the Union prior to placing the classification into effect. The parties agree to meet within seven (7) days of the notice to mutually agree upon whether the new classification is to be included in the bargaining unit. If the parties are unable to agree, the Union may file a grievance at Step 4 of the Grievance Procedure.

ARTICLE IV UNION REPRESENTATION

4.01 The non-employees representative of the Union shall be admitted to the City's facilities and sites during working hours upon reasonable advance notice to the appropriate Appointing Authority or his Office. Such visitation shall be for the purpose of ascertaining whether or not his contract is being observed by the parties, to participate in the adjustment of grievances, or to attend other meetings as provided herein. Such visitation shall be conducted to as not to interfere with the City's operational needs and work requirements.

4.02 The City recognizes the right of the Union to select a Steward and an Alternate Steward to represent the employees, upon request, on grievances concerning the interpretation or application of this Contract.

4.03 Stewards shall process grievances with proper regard for the City's operational needs and work requirements, and shall cooperate in good faith with the City in writing of any changes herein.

ARTICLE V NON-DISCRIMINATION SECTION

5.01 The Employer and the Union agree not to unlawfully discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, or age, nor will they limit, segregate, or classify employees in any way to deprive any individual employee f employment opportunities because of race, color, religion, sex, national origin, or age.

5.02 The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of any employee's lawful activities and/or support of the Union, or because the employee does not support the Union or participate in Union activities.

5.03 The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE VI DUES DEDUCTION

6.01 The City will deduct Union dues (or a fair share fee) monthly from the paychecks of employees who have written dues deduction authorizations on file with the Finance Department. Dues or fees deducted shall be sent to the Union forthwith, along with a statement listing amounts deducted for each employee. Written dues deduction authorizations shall be revocable by the employee. Deductions shall be made during the first pay period of each month and shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made. An alphabetical list of employees for who deduction have been made, indicating the amount of the deduction, shall be transmitted to the Union with the deductions. Upon receipt of the deductions, the Union shall accept full responsibility for the funds. IN the event an employee's first month pay is insufficient for deduction, the City Will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, a subsequent period.

The Union will indemnify and hold the City harmless from any action growing out of the deductions made by the City hereunder.

ARTICLE VII UNION SECURITY

7.01 All present employees who are members of the Union on the effective date of this Agreement, or become members during the term of this Agreement, shall remain members of the Union provided that such employees may resign from the Union during the sixty (60) day period prior to the expiration of this Agreement. Notice of resignation must be in writing and presented to the Union Representative or the Employer during this period. The payment of and initiation fee and dues uniformly required of the membership shall be the only requisite condition of Union membership. If the Union, during the life of this Agreement, obtains seventy-five percent (75%) of the eligible bargaining unit as members, then all bargaining unit employees who are non-Union members will be required to pay a fair share fee to the extent consistent Chapter 4117.09(c) of the Ohio Revised Code and Sections 2, 3, and 4 below become effective immediately. For the purpose of this Article, "eligible employees" are bargaining unit employees on the payroll for more than sixty (60) days, who have not claimed a religious exemption from the requirement to contribute to the labor organization.

7.02 Any employee who is not a member of the Union and who does not make application for membership within one (1) month following the ratification of the Agreement, shall, as conditions of employment, pay to the Union through payroll deduction, a fair share fee.

7.03 Any future employee who does not make application for Union membership within sixty-one (61) days after being employed shall, as conditions of employment, pay to the Union through payroll deduction a fair share fee.

ARTICLE VIII NO STRIKE/NO LOCKOUT

8.01 The Union shall not directly, or indirectly, call, sanction, instigate, finance, and/or assist in any way, not shall any employee instigate or participate, directly or indirectly, in any strike, work stoppage, or slowdown at any operation or operations of the Employer for the duration of the Labor Contract.

8.02 The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to terminate any violations of this Article.

8.03 In the event any violation of this Article occurs, the Union will immediately notify all employees that the strike, walkout, work stoppage, or slowdown at any operation or operations of the Board is prohibited and not in anyway sanctioned or approved by the Union. The Union shall also immediately advise all employees to return to work at once.

8.04 The Employer agrees that neither it, its officers, agents, nor representative, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union.

8.05 Violation of this Article may result in discipline.

ARTICLE IX PROBATIONARY PERIOD

9.01 New employees shall be considered to be on probation for a period of one hundred twenty (120) days. The Employer shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise affected by the statement.

ARTICLE X SENIORITY

10.01 Job classification seniority shall be defined as an employee's length of service while holding the same classification. The employee shall receive credit for all time spent on the City's payroll in that classification.

10.02 City employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire. City employment seniority would be applied for the purpose of accruing such benefits as: vacation, longevity, and accrued sick leave. City employment seniority shall be terminated when an employee:

A. quits or resigns:

B. is discharged for just cause;

C. is laid off for a period of more than twelve (12) consecutive months;

D. is absent without leave for fourteen (14) consecutive working days;

E. fails to report for work when recalled from layoff within three (3) consecutive working days from the date on which the City sends the employee notice, by certified mail that he has been recalled from layoff unless satisfactory excuse is shown;

F. fails to return to work on expiration of a leave of absence.

10.03 The City will provide the Union with a list of all employees in the bargaining unit listing name, job classification, date of hire, and the date of classification not more than twice per year upon request of the Union.

ARTICLE XI GRIEVANCE PROCEDURE

11.01 A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement between the City and the Union, or which alleges an employee has been discharged or disciplined without just cause.

11.02 A grievance which affects a group of employees, arising from the same vent and/or set of facts, shall e known as a "Police Grievance" may be filed at Step 2 of the Grievance Procedure.

11.03 A grievance relating to discharge, suspension, layoff, or recall may be filed at Step 2 of the Grievance Procedure.

11.04 A grievance under this procedure may be brought by an employee who is in the bargaining unit and/or the Union.

11.05 The time limits set forth in the Grievance Procedure shall, unless extended by mutual agreement of the City and the Union, be binding; and any grievance not timely presented by the grievant and the Union, or not timely processed thereafter by the grievant and the union, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the Union to Step 3 of the Grievance Procedure. Working days, as provided within the Grievance Procedure, shall not include Saturdays, Sundays or Holidays.

Step 1:

Immediate Supervisor The aggrieved employee, with the Union Representative present, if the former so chooses, shall discuss the grievance orally with the employee's immediate supervisor or designated responsible party within five (5) working days after the employee is aware of the problem, but not more than ten (10) working days from the date of the occurrence which gave rise to the grievance. The immediate supervisor shall submit

a written response to the grievance within five (5) work days following the date the grievance was presented.

Step 2:

Office of the Mayor If the grievance is not thereby resolved, a written copy shall be submitted to the Mayor or his designee within five (5) work days after the Union receives the answer under Step 2. A meeting shall be held between the Mayor and/or designee, the Steward and the Grievant. Within ten (10) working days from the date of the meeting, a written response to the grievance shall be sent to the Union.

11.06 If the grievance is not settled at Step 2, the Union may request Final & Binding Arbitration. The request must be submitted in writing to the Mayor within twenty-one (21) calendar days of the Mayor's response.

11.07 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitrator. Those individuals placed on this panel shall e: (1) Dr. Harry Graham; (2) Dennis Minni, Esq; and (3) David Pincus, Esq. The parties shall be bound to select an Arbitrator within thirty (30) days from the date of request of arbitration by the strike-off method, the Union and the City alternately striking a name from the panel, the last remaining Arbitrator to be deemed the mutual selection of the parties.

11.08 The decision of the Arbitrator shall be final and binding upon the City, the Union, and the employee(s). The Arbitrator's authority shall be limited to interpretation and application of this Agreement, and he shall have no authority to (1) add to, subtract from or modify in any way, the provision of this Agreement; (2) pass upon issues governed by Law; or, (3) make an award conflicting with the Law. The fee and expenses of the Arbitrator shall be borne equally by the City and the Union.

11.09 The right to file a grievance under this Article shall supersede any right the employee might have had to appeal through the Civil Service System.

ARTICLE XII LAYOFFS AND RECALL

12.01 Whenever it is necessary to reduce the working force of the City either for lack of work, lack of funds, to increase efficiency, or to reduce costs, employees shall be laid off based upon seniority within the affected classification within their division in the following order:

(a) Part-time employees;
(b) Regular full-time employees.

12.02 Regular full-time employees shall be given a minimum of fourteen (14) calendar days advance written notice of layoff indicating the circumstances which make the layoff necessary.

12.03 In the event an employee is laid off, he shall receive payment for earned but unused vacation as quickly as possible, but not later than fourteen (14) days after layoff.

12.04 Before any bargaining unit employee is given notice of layoff under the above paragraph, the City and the Union will meet immediately for the purpose of attempting to find an available job, which the affected employee may be qualified to perform. If any such job is available, the employee will be given consideration for the open position. The Union shall receive a copy of all such layoff notices.

12.05 Employees shall be recalled in the reverse order of layoff. An employee on layoff will be given three (3) working days notice of recall from the date on which the City sends the recall notice to the employee by certified mail to his last known address (as shown on the City's records). A laid off employee will be recalled to his legal position with full rights in the event that this position becomes available within one (1) year after his layoff date.

ARTICLE XIII BID PROCEDURE

13.01 Whenever there is a vacancy in a classification within the bargaining unit, the City shall post notice where the vacancy exists. The bid notice shall contain: the classification, job description, minimum qualifications as determined by the City, and salary. The bid notice shall be posted for a minimum of five (5) consecutive working days. Employees who meet the minimum qualifications may fill out job bidding forms. Official notification will be made after approval by the City but no later than five (5) days after approval.

13.02 Any employee wishing to apply for a posted vacancy must submit his application in writing to the Office of Personnel by the end of the posting period in order to be considered for the position. Seniority, skill, and ability shall be the determining factors in filling all vacancies. Seniority shall be the determining factor only when skill and ability are of equal measure.

13.03 After the initial appointment or promotion to an upgraded job category, the first three (3) months of service in the position to which appointed or promoted shall be considered the probationary period.

13.04 After initial appointment or promotion, as bid by the employee to an upgraded category, if said employee does not satisfactorily complete the ninety (90) day probationary period as determined by the City, he/she may be reassigned to his/her previous job, if available.

ARTICLE XIV HOURS OF WORK AND OVERTIME

14.01 The normal work week shall be five (5) consecutive work days. The normal work day shall be eight (8) paid hours plus a thirty (30) minute unpaid lunch. The eight (8) hour day shall include fifteen (15) minutes of paid break time.

14.02 All employees in the job classifications covered by this contract shall receive time and one-half (1 ½) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week. Paid vacation, holidays and sick time will count toward computing the forty (40) hour requirement. In addition, employees will receive one and one-half (1.5) times their regular rate of pay for hours worked over eight (8) hours in one (1) calendar day as a result of emergency snow removal assignments. There shall be no pyramiding or overtime; overtime and other premium pay provision are not cumulative. The supervisor will assign overtime to qualified employees.

14.03 Employees may, at the time overtime is accrued, elected to be compensated for the overtime in either cash payment, paid during normal payroll, or receive equivalent compensatory time off. Requests for compensatory time off will follow the same Departmental procedures for all other requested time off. No compensatory time off may be taken without the approval of the Service Superintendent or his designee.

14.04 Overtime worked by an employee shall, at the employee's option, be credited to a compensatory bank at the rate of one and one half hours (1.50) for each hour of overtime worked. Employees shall be able to accrue compensatory time to a maximum of one hundred eighty (180) hours at any point in time.

(a) An employee shall have the right to use the compensatory time as time off, subject to the Service Department's staffing needs as determined by the Service Superintendent or Safety Director and the rules and regulations governing the scheduling of vacation and holiday leave.

(b) Any accrued compensatory time in excess of the one hundred eighty hour maximum shall be paid out to the employee in the next pay after the overage occurs if not taken as time off. All compensatory hours paid shall be using the first-in, first-out (FIFO) method of accounting for the compensatory time earned. All compensatory time used as paid time off shall be accounted for using the last-in, last out (LIFO) method of accounting.

(c) The Service Superintendent shall maintain a record of each employee's accrued compensatory time showing when the time was earned. Such record shall be available for inspection by the employee after providing a written request to the Service Superintendent.

(d) On an annual basis, the employee shall have the option of "cashing out" any or all of the unused accrued compensatory time earned by and credited to the employee as of the end of the last pay period ending in October of that year. Any time not "cashed out" by the employee shall be carried over to the next year.

(e) To "cash out" unused compensatory time, the employee must submit a request to the Director of Finance by the last day in October indicating the amount of compensatory time that the employee wishes to cash out. If the last day in

October falls on a weekend, then the deadline for filing the request shall be the first business day in the month of November.

(f) After verifying the accuracy of the employee's pay-out request, the Finance Director or his/her designee shall issue a separate check or direct deposit to the employee by no later than the Friday following the first pay dated in November.

(g) It is understood that due to IRS rules and regulations governing supplemental Payments, the compensatory time pay-out check may be subject to higher withholding rates than a normal payroll. The decision of the Finance Director regarding the methodology chosen to implement the IRS rules shall be final.

14.05 Any employee assigned by the Employer to work a second or late shift shall receive a shift differential of $0.50 per hour for each hour actually worked

14.06 All employees in the job classifications covered by this contract shall receive one and one-half (1 ½) times their regular rate of pay for all hours actually worked on holidays.

14.07 The City shall be the sole judge of the necessity for overtime. Normal overtime shall be voluntary and an employee shall have the right to refuse an overtime assignment. In the event the Employer does not obtain a sufficient number of volunteers for such overtime, it shall become mandatory with the least senior employees who are qualified being required to perform the tasks/overtime work. After the employee completes all of the assigned tasks in which he was called in to perform, he shall be released from duty. The need for overtime created as a result of an emergency situation is considered mandatory. For purposes of this provision, an emergency is defined as an impairment to City services or operations which cannot be delayed until the beginning of the next regular work day. If an adequate number of employees have not volunteered to work in an emergency situation, the City may require those employees with the lowest seniority to fill the number of vacancies to accomplish the said tasks, provided that employee is qualified to perform that task.

The City must ask bargaining unit members first when a non-emergency overtime situation presents itself for work within one of their classifications. When this procedure has been exhausted the City may ask other employees to perform the required assignments.

The City shall rotate non-emergency overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The City agrees to maintain overtime rosters on a bi-weekly basis consistent with payroll periods which shall e posted and kept current. Said rosters shall include a list of non-emergency overtime hours worked, refused, negative contact, and total hour of overtime offered.

An employee who is offered and refused a non-emergency overtime assignment shall be credited on the roster with the amount of overtime refused. Overtime shall be offered on the basis of overtime hours accrued for that calendar year, starting on January 1.

The task of snow plowing shall be included in the rotation of overtime.

In emergency situations, when the overtime roster has been exhausted, the mechanic at the employer's discretion may be assigned to snow plowing assignment. In the event that the roster is exhausted including the mechanic, then the Supervisor shall be allowed to perform bargaining unit work in emergency situations. In all other circumstances the mechanic shall hold no status of the Road Crew overtime roster.

Supervisors may perform bargaining unit work while employees are being contacted for overtime opportunities and/or while employees are in route to work such overtime opportunities.

14.08 When a Road Crew member replaces the Road Superintendent and performs Road Superintendent duties in their absence, the Road Crew member shall receive $1.00 per hour premium. This provision only applies during normal operations schedule (7:00 a.m. to 3:00 p.m.). This does not apply to the winter schedule. The assignment of these duties will be made at the discretion of the Mayor/Service Director.

ARTICLE XV VOLUNTARY FURLOUGH

15.01 Employees may, on a voluntary basis, volunteer for furlough time off. This furlough time off is on **voluntary** basis only.

15.02 Each furlough shall be granted or denied on a case by case basis, depending on workload conditions in the Department, as evaluated by the Service Superintendent or his designee.

15.03 Employees may apply for a minimum of two (2) hours, up to five (5) days voluntary furlough. The granting of furlough is based solely on the workload in the Department, as evaluated by the Service Superintendent or his designee.

ARTICLE XVI REPORT-IN-PAY/CALL IN-PAY

16.01 An employee who is called into work at a time when he is not regularly scheduled to report shall receive a minimum of three (3) hours pay provided such time does not abut an employee's regular work hours or shift. An employee who reports shall work until the assigned tasks are completed subject to the three (3) hour minimum stated above. Employees must respond to a page from a supervisor within thirty (30) minutes of the page. If an employee fails to respond to a page from the supervisor, the Employer shall investigate such matters on a case by case basis. Failure to respond to a page from a supervisor or by the Employer may result in disciplinary action and such discipline shall be applied in a progressive manner beginning with a written reprimand.

16.02 All employees shall carry pagers as issued by the City both on and off duty.

ARTICLE XVII VACATIONS

17.01 All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of City service as follows:

After 1 year	80.0 hours
After 5 years	120.0 hours
After 10 years	160.0 hours
After 15 years	200.0 hours
After 20 years	240.0 hours

17.02 An employee becomes eligible for vacation leave on his employment anniversary date, and vacation leave shall be taken by the employee within twelve (12) months after it is earned. No vacation may be postponed or permitted to accumulate from year to year and each vacation must be completed before the anniversary date of employment; in the event that a vacation is not completed before the anniversary date of employment, it shall be deemed forfeited. Employees may not waiver their vacations and draw extra pay for working during their vacation.

17.03 Eligible employees who resign or are discharged for cause shall not be entitled to vacation or vacation pay.

17.04 If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

17.05 Vacation scheduling shall be subject to approval of the Department Head. Requests may be disapproved and vacation may be canceled to insure adequate staffing levels. Scheduling preference will be based on early submittal. Seniority will only be used when requests are submitted at the same time.

ARTICLE XVIII HOLIDAYS

18.01 All regular full-time employees after one (1) year of service shall be entitled to the following holidays:

New Year's Day	Independence Day
Presidents Day	Labor Day
Good Friday	Easter
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Christmas Day

Personal Day

18.02 Should any of the recognized holidays fall on Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

18.03 To be entitled to holiday pay, an employee must be on the active payroll (i.e., in a pay status) each ay during the week in which the holiday falls.

ARTICLE XIX UNION LEAVE

19.01 At the written request of the Union, a leave of absence without pay may be granted to an employee selected to attend a Union convention or perform any other function on behalf of the Union. Any request for leave must be made at least ten (10) days prior to the date of such leave. No such leave shall exceed five (5) days. A maximum of one (1) employee shall be granted Union leave at the same time.

ARTICLE XX APPLICATION FOR LEAVE OF ABSENCE

20.01 All leave of absence without pay and any extension thereof must be applied for in writing to the Mayor on forms supplied by the City, at least ten (10) working days prior to the proposed commencement of the leave, except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within ten (10) working days after the submission of the request. Any denial of the requested leave of absence will include the reason for the denial.

20.02 An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City.

20.03 If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City shall cancel the leave and direct the employee to return to work. Appropriate disciplinary action may be taken after a review of the circumstances.

20.04 An employee who fails to work at the expiration of cancellation of a leave of absence, or who fails to secure an extension thereof, shall be deemed to be without leave.

ARTICLE XXI SICK LEAVE

21.01 Each employee shall be entitled, for each completed eighty (80) hours of regular straight time service, to sick leave of our and six tenths (4.6) hours. However, in computing the total of eighty (80) hours, no deduction shall be made for absence of an employee due to illness to the employee or due to paid vacation or legal holidays. Overtime hours worked by any

employee shall not be included in the calculation of sick leave credit. Unused paid sick leave shall accumulate to one hundred twenty (120) days.

A. Paid sick leave shall be granted for actual sickness or injury, confinement by reason of a contagious sickness, or visit to a doctor or dentist for medical care of the employee or his immediate family, and pregnancy (including postpartum periods).

B. Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed his initial probationary period with the City.

C. No paid sick leave shall be granted unless the Department authority designated by the City is notified of the sickness no later than one (1) hour following the employee's scheduled starting time on the first day of the absence on account of sickness. An employee is required to call in on each day off or notify the City of the duration of his absence.

D. A certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who has been so notified in writing or after any illness requiring hospitalization.

E. Each full-time employee of the City shall be allowed to use five (5) sick days per calendar year as personal days. Scheduling of sick days as personal days shall be subject to prior written approval of the Department Head of the employee requesting such days and to existing rules and regulations of such department.

F. Compensation to be allowed for such days of sick leave actually taken by an employee of the City paid at an hourly rate shall be on the same basis to which the employee would have been entitled as compensation for his usual service if it had been performed on such days. The daily sick leave pay of a salaried employee shall be computed by dividing the annual salary of such employee by the number of work days in a calendar year.

G. Any abuse or patterned use of sick leave shall be just cause for disciplinary action.

ARTICLE XXII SICK LEAVE CONVERSION

22.01 Upon the retirement, death or injury resulting in total and permanent disability of any employee, there shall be paid an amount representing any previously accumulated sick leave at the employee's then current rate of compensation as follows:

(a) In case of retirement, to the employee; "retirement" under this provision means the employee must be pensionable at the time of separation, i.e., eligible for age and service retirement or a disability retirement under a state pension plan;

(b) In case of death, to the employee's surviving spouse, if any, who was living with the employee or dependent upon him for support at the time of his death, or if there is no such surviving spouse, to the dependent children, including adopted children, of the employee or for their use to their legal guardian or guardians or to the person or persons who, as determined by the Mayor, were dependent upon the employee for support or for their use to their legal guardian or guardians or to the person or persons with whom they are living. The determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this subsection shall be final and neither the Mayor nor the Employer nor any other officer or employee thereof shall be required to see to the proper expenditure of any such payment.

(c) In case of injury resulting in total and permanent disability to perform the work for the Employer for which the employee was employed, to the employee or for his use to the guardian or conservator of his estate, if any, or to the person or persons having custody and care of the employee, if any, provided that the determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this subsection shall be final and neither the Mayor nor the Employer nor any other officer or employee thereof shall be required to see to the proper expenditure of any such payment.

ARTICLE XXIII FUNERAL LEAVE

23.01 An employee shall be granted a three (3) day leave of absence with pay not to be charged against his accumulated paid sick leave, in the event of the death of a member of his/her immediate family. If additional time is needed, the Manager may grant additional time off without pay for up to ten (10) days.

23.02 In the event of the death of a relative other than a member of his/her immediate family, an employee shall be granted a leave of absence with pay, to be charged to his/her accumulated sick leave, for one (1) day to attend the funeral if within the Sate of Ohio, or three (3) days when the funeral is outside the State of Ohio.

23.03 To be eligible for funeral leave, an employee must provide the Employer with a funeral form and must attend the funeral, or to other obligations related to the death and/or estate, etc., and the failure to do so, or a misrepresentation of the facts related to the funeral leave shall be proper cause of disciplinary action as well as forfeiture of pay for the time away from work.

23.04 For the purpose of funeral leave, an employee's "immediate family" shall include his spouse, mother, father, child, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchild or legal guardian, or person who stands in place of a parent (loco parentis) or any other relative residing with the employee.

ARTICLE XXIV FAMILY AND MEDICAL LEAVE POLICY

24.01 Employees with scheduled hours of 1250 or more during the twelve (12) months preceding the leave shall be eligible upon request and approval for an unpaid family or medical leave.

1. Eligible employees shall be those who have worked a total of 1250 scheduled hours or more during the twelve (12) months preceding the leave.

2. To be eligible for unpaid FMLA leave, the employee shall first exhaust all available vacation leave, holidays and personal leave which shall be inclusive of FMLA leave and entitlement. After exhaustion of vacation, holiday and personal leave, the Employer may, at its discretion, require an employee to utilize sick leave. The Employer shall not require an employee who ahs two and one-half (2 ½) tours of vacation and forty (40) hours of sick leave to exhaust such time, which will be maintained in separate "bank" of accumulated time under the Article.

3. Employees requesting an unpaid family or medical emergency leave must advise their immediate supervisor of such request at least thirty (30) days in advance of the anticipated commencement of said leave, unless an emergency prevents such notice. In that event, as much advance notice as possible shall be given.

4. The total amount of leave available to any employee is twelve (12) weeks in a "rolling year." Employees are entitled to FMLA leave up to twelve weeks in a year and such leave shall be calculated when first approved. Such FMLA leave is inclusive of both paid and unpaid leave.

5. Employees must request such leave in writing and are required, if requested by their immediate supervisor, to provide medical verification from the appropriate attending physician. Employees requesting such family or medical emergency eave may be examined by the City's physician to confirm eligibility for the leave.

6. Employees who request and are approved for an unpaid family medical or emergency leave shall continue to receive paid health insurance benefits, assuming the employee is otherwise eligible for such benefits in accordance with the provisions of the Agreement.

7. Such leave will be provided only in the following circumstances:

(a) Birth of a child;

(b) Adoption of a child or placement of a foster child;

(c) To care for a sick spouse, child or parent suffering from a serious health condition where the employee's attendance is necessary to such care; or,

(d) To address the employee's serious health condition renders the employee incapable of performing the functions of her/his job.

"A serious health condition" is defined as an illness, injury, impairment or physical or metal condition that involves (1) inpatient care in a hospital, hospice or residential medical facility, or (2) continuing treatment by a health care provider.

8. The City, in its sole discretion, may grant employees additional unpaid leave on a case-by-case basis as provided in Article XXV.

9. A husband and wife employed by the City of Willoughby Hills in any position or capacity are eligible for FMLA leave up to a combined total of twelve (12) weeks of leave during the twelve (12) month period referenced in Section 29.01 if the leave is taken:

(a) For the birth of the employee's son or daughter or to care for the child after birth;

(b) For placement of son or daughter with the employee for adoption or foster care, or to care for the child after placement; or

(c) To care for the employee's parent with a serious health condition.

10. Any employee on unpaid FMLA leave shall not receive any paid leave credits while on such unpaid FMLA leave.

ARTICLE XXV COURT LEAVE

25.01 An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service, and will be compensated for the difference between his regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, an employee shall turn in to the Employer a jury pay voucher or witness pay voucher showing the period of jury service and the amount of jury pay or witness pay received.

ARTICLE XXVI MILITARY LEAVE

26.01 Employee shall be entitled to military leaves as to the extent required by federal and Ohio law.

ARTICLE XXVII LONGEVITY COMPENSATION

27.01 Full-time employees of the City will be awarded longevity payments for each year of full-time service commencing on the fourth (4th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred dollars ($500.00), which will be divided by the number of pay periods in the coming year and shall be included with the employee's regular paycheck. Employees with more than (4) years of full-time service shall be entitled to an additional increase each year as specified in the longevity schedule. In such manner longevity shall continue to be awarded on the employee's successive anniversary dates according to the following schedule:

Completed Years of Service	Added Annual Compensation Payable After Applicable Anniversary Date (non-cumulative)
1-3	- 0 –
4	$ 500
5	$ 600
6	$ 700
7	$ 800
8	$ 950
9	$1050
10	$1150
11	$1250
12	$1400
13	$1500
14	$1600
15	$1750
16	$1850
17	$1950
18	$2050
19	$2150
20	$2250
21	$2350
22	$2450
23 or more	$2550 Maximum

Any employee currently receiving longevity compensation in excess of this schedule will continue to receive the present dollar amount.

ARTICLE XXVIII BULLETIN BOARD

28.01 The City shall provide the Union with a bulletin board at a mutually selected location, provided that:

A. No notice or other writing may contain anything political or critical of the City or any other City Official or any other institution or any employee or other person.

B. All notices or other materials posted on the bulletin board must be signed by the President of the Union or an official representative of the Union.

ARTICLE XXIX CIVIL SERVICE LAW

29.01 No section of the Civil Service Laws contained in Ohio Revised Code, Chapter 124 shall apply to the employees in the bargaining unit, and it expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE XXX SAFETY AND HEALTH

30.01 As provided in Ohio Revised Code, Section 4167.04, the City, will furnish employees with a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm to the employees, provided that the City need not take any action which would cause it undue hardship unless required to prevent imminent danger of death or serious harm to the employee.

30.02 As provided by Ohio Revised Code, Section 4167.05, each employee will comply with safety rules and safe practices established by the City.

30.03 The City and employees shall comply with Ohio employment risk reduction standards, rules, and orders adopted pursuant to Ohio Revised Code, Chapter 4167.

30.04 As provided in Ohio Revised Code, Section 4167.06, an employee acting in good faith has the right to refuse to work under conditions that he/she reasonably believes present an imminent danger of death or serious harm to him/her, provided that such conditions are not such

as normally exist for or reasonably might be expected to occur in his/her occupation. The City shall not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested the City to correct the hazardous conditions but the conditions remain uncorrected, there was insufficient time to correct the conditions by enforcement methods available under Chapter 4167, and a reasonable person under the circumstances would conclude that the conditions caused an imminent danger of death or serious harm to the employee. The City may discipline an employee who refuses to perform assigned tasks but fails to meet these conditions for refusing to work.

30.05 The grievance-arbitration procedure of this contract is the exclusive method of asserting a violation of the City's obligations under this Article, and grievance arbitration shall be in lieu of any other available remedy.

30.06 The Employer will provide any protective devices and other equipment which it determines are necessary to properly protect employees from injury while performing required job functions.

30.07 As soon as practicable after the execution of this Agreement the Employer shall provide a shower for the employees use. However, employees shall utilize the shower on their own time and each employee using the shower shall be responsible for the immediate clean up of the shower after use. A failure to clean the shower immediately after use shall be cause for disciplinary action.

30.08 The Employer shall provide for a one time purchase of prescription safety glasses up to a maximum of two hundred dollars ($200.00). The employee will be reimbursed up to the above amount upon submission of an original invoice.

ARTICLE XXXI DISCIPLINE

31.01 Discipline is defined as any verbal or written warning, suspension, discharge, demotion, or reduction in pay for just cause.

31.02 In the case of suspension without pay or discharge, the City will give the employee notice of the reason for its proposed action, an explanation of the circumstances, and an opportunity to respond before the suspensions or discharge takes effect. The employee has an opportunity to respond before the suspension or discharge takes effect. The employee has a right to have a Union Steward present and, upon request, will be permitted to discuss his suspension or discharge in an area provided by the City before he is required to leave the premises. If a Steward is being disciplined, he has a right to be represented by a Union Officer.

31.03 An employee who is suspended or discharged shall be given a written notice stating the reason for the disciplinary action within three (3) working days thereafter. Upon request by the employee, a copy of the written notice will be given to the Union. All suspensions shall be for a specific number of consecutive work days.

31.04 All verbal and written warnings may be reviewed through the grievance procedure up through Step 3 of the procedure. Any suspension or discharge, demotion, or reduction in pay may be appealed through Step 4 of the grievance procedure.

31.05 Once the City has knowledge of an infraction and has completed its investigation , it will not delay in taking disciplinary action.

ARTICLE XXXII DRUG-FREE WORKPLACE

32.01 Employees with a Commercial Driver's License (CDL) shall be subject to the City's Alcohol and Controlled substances Testing Policy, which conforms to Department of Transportation regulations. In addition, all employees are subject to the provisions of this Article.

32.02 The parties to this Agreement oppose the illegal use of drugs by any employee. The parties agree that it is in the best interests of this City, the Union, and all clients/students served for the Employer to maintain a drug-fee workplace. Each will wholeheartedly support reasonable efforts by the other to obtain and maintain this result.

32.03 The Union further recognizes the right and duty of the Employer to make, publish, and enforce rules and polices to assure this result.

32.04 The term "drug" includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code.

The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

32.05 Employees may be tested for illegal drug usage where there is reasonable grounds to believe that the employee to be tested is abusing illegal drugs as objectively found by at least one (1) qualified Employer representative.

32.06 Provided the Employer has reasonable cause to believe that the employee to be tested is abusing illegal drugs, an employee refusing to submit to testing shall be subject to discipline up to and including discharge.

32.07 Testing shall be conducted at a laboratory that meets "Mandatory Guidelines for Federal Workplace Drug Testing Programs and is listed on the Federal Register." Confirmation testing shall meet standards recognized by the U.S. Department of Health and Human Services. Testing may include blood or urine.

Testing shall begin with the taking of one (1) fluid sample which will be divided into two (2) separate containers. Second samples shall be retained for a period established under

the "Mandatory Guidelines for Federal Workplace," as accepted by the U.S. Department of Health and Human Services or six (6) months, whichever is greater. IF an employee tests positive, the second test shall be made from the original sampling.

32.08 In the case of a "positive" test result, the employee shall be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee shall have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.

32.09 The Employer shall encourage and refer the employee to participate in drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs. Employees who have tested "positive" under these procedures may accept a referral to such a Program.

32.10 The employee reserves the right to impose discipline, up to and including discharge, for violation of this policy. Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, shall be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.

32.11 The Employer shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at his or her own expense, and done at the lab of his/her choice other than the one used by the Employer.

32.12 Employee confidentiality shall be maintained.

ARTICLE XXXIII PERSONNEL FILES

33.01 The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the Employer or his designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union Representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable request made to the Employer.

33.02 Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file. Upon written request of an employee to the Employer, verbal and written reprimands and suspensions will be removed from the employee's personnel file after twenty-four (24) months provided there are no same or similar disciplinary actions during such period of time.

33.03 Employees shall be entitled to copy all material contained within their personnel files upon responsible advance request to the Employer.

ARTICLE XXIV HEALTH COVERAGE

34.01 Insurance premium payments for single and family plans will be made according to the following schedule through payroll deduction:

	Employer pays	Employee pays
Year 1	89%	11%
Year 2	88%	12%
Year 3	87%	13%

The Employer shall be able to change insurance carriers or self-insure providing that the benefits are comparable to existing benefits.

34.02 City-wide Health Cost Containment Committee shall be established. The Committee shall consist of one (1) representative member and an alternate of each full-time Bargaining Unit which shall be appointed by the Bargaining Unit; and two (2) representatives from the City Finance Department as appointed by the Mayor; and one (1) representative of City Council, as appointed by the Mayor, and two (2) representatives serving as City Department Directors, as appointed by Mayor; and one (1) representative of City Administration, as appointed by the Mayor. Each group entitled to representatives shall select alternates who shall act in the absence of the appointed member. Each appointment shall be for three (3) years, coinciding with labor contract terms, and by accepting the appointment, each member or alternate agrees to serve for the three (3) year period.

The purpose of the Committee shall be to disseminate information, monitor costs and expenses, review plan particulars, and make decisions on elements of the insurance program. The Committee shall consider and make recommendations for modifications and/or changes to the City health insurance program or for inclusions in new contracts.

The Committee shall hold an organizational meeting within thirty (30) days of the appointment of its members. At the organizational meeting, a chairman and secretary will be chosen. Subsequent meetings shall be conducted as determined to be necessary at labor contract and policy renewal dates.

Each member of the Committee shall have one (1) vote and any action taken by the Committee shall be approved by a majority of the total members of the Committee.

Upon approval of any recommendation for changes or modifications to the health care plan, the Secretary shall transmit to the Administration a request that Council consider and take action on the recommendation.

In the performance of its duties, the Committee may, at its option, consult with knowledgeable health care professionals or other persons the Committee deems necessary.

34.03 Should any employee decline coverage for any reason, he will be paid two hundred twenty-five ($225.00) dollars per month as a return on premiums saved.

34.04 The Employer shall carry liability insurance coverage for employees operating within the scope of their employment as long as such coverage is reasonably available.

34.05 The Employer shall provide to employees a term life insurance policy in the amount of twenty-five thousand ($25,000) dollars.

ARTICLE XXXV WAGES

35.01 A. The City shall pay for the employees' CDL test and all cost of renewal.

B. The City shall maintain the current Deferred Compensation Program that was in effect upon certification of Teamster Local #244 on November 17, 1994.

35.02 All compensation shall be by direct deposit at a financial institution of the employee's choice. However, should an employee be disadvantaged by direct deposit, the Safety Director shall provide an exemption from direct deposit. The Employer shall reimburse an employee for all bank fees charged as a result of an error by direct deposit. The Employer further must notify the Employer within thirty (30) days after the execution of this Agreement of the selected financial institution. In the event no selection is identified, the employer shall institute an employee's direct deposit at a financial institution of its choosing.

35.03 Employees who have or obtain a current, valid Class "A", Commercial Driver's License shall receive a Five Hundred Dollar ($500.00) annual bonus, payable by separate check with the first payroll in December of each year. No employee shall be eligible for said bonus during their first year of full-time employment.

35.04 The City will pick up 1% of the employee's contribution to their retirement fund (OPERS) for the duration of the contract beginning with the first payroll following ratification of this contract.

ARTICLE XXXVI SAVINGS CLAUSE

36.01 Any provision of this Agreement which is held by the final order of a Court of competent jurisdiction to be totally in violation of, or contrary to, state, or federal statutes now effective, or which may become effective during the term of this

Agreement, shall be considered void, except where the parties have agreed to deviate from state law pursuant to Revised Code Section 4117.10. Any provision of this Agreement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision thus made void.

ARTICLE XXXVII UNIFORMS

37.01 The City will continue to furnish and clean employee uniforms in accordance with current practice. In addition, the City will reimburse each employee for up to Two Hundred ($200.00) dollars per year for purchase of boots necessary for performance of the employee's duties. Up to one hundred percent (100%), not to exceed two hundred dollars ($200) of the boot allowance may be paid directly to the vendor (Redwing or any vendor approved by the Service Director) by way of a purchase order through the City of Willoughby Hills Finance Department, or reimbursed directly to the employee. The City will provide all necessary tools used to perform duties for the City. Proper receipts for the purchase of bots must be submitted. All employees must wear the uniforms provided by the Employer at all times while on duty, which shall include gloves, rubber boots and raingear. The Employer will provide cotton pants and shirts. The Employer shall also provide to all employees severe weather gear up to $100.00 per contract period with receipt for reimbursement.

ARTICLE XXXVIII INJURY LEAVE

38.01 In the event an employee suffers a service connected injury while in the active duty, and for which the employee would have been entitled to receive temporary total disability benefits from the Workers' Compensation Bureau, the employee shall receive his full pay for a maximum of ninety (90) calendar days. This injury benefit may be extended at the sole discretion of the Employer. The employee will file an allowance/medical benefits only workers compensation application. If the workers compensation claim is disallowed by reason of not being work related, by the Bureau of Workers' Compensation and/or the Ohio Industrial Commission, then the Employer is entitled to reimbursement by that employee, which employee may make the reimbursement by cash, or paid leave, at the election of the employee. Denials of extended injury leave (after ninety (90) calendar days) shall not be grievable.

The time an employee is required to be absent from active duty due to a work incurred injury shall not be deducted from his or her accumulated sick leave time, unless the claim is disallowed. If the application for benefits is approved by the Bureau of Workers' Compensation, the dollar amount of Workers' Compensation benefits received during such period of disability in compensation for loss of wages shall be turned over to the employer as a reimbursement.

38.02 This Article shall only apply if the employee continues to participate in the state of Ohio Bureau of Workers' Compensation Fund. During the time an employee is on injury leave, such employee shall not file for temporary total benefits or wage loss benefits under the Workers' Compensation Laws.

38.03 At any time, the Employer shall have the right to require the employee to have a physical exam by a physician that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

38.04 Any employee on injury leave shall not earn sick leave during this leave period; however, an employee shall continue to earn seniority, provided the duration of the injury leave is less than one (1) year.

ARTICLE XXXIX TRAINING

39.01 Any additional training required and mandated by the Employer to upgrade an employee's skills shall be paid by the Employer.

ARTICLE XL WAIVER OF NEGOTIATION

40.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

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

ARTICLE XLI DURATION

41.01 This Agreement shall become effective upon approval of the City of Willoughby Hills and the Union Local #244 and shall remain in full force and effect until midnight December 31, 2013 and thereafter from year to year unless least ninety (90) days prior to said expiration date or anniversary thereof, either party gives timely notice to the other of an intent to modify or terminate this Agreement.

ARTICLE XLII RATIFICATION DISBURSEMENT

42.01 Upon ratification of this contract, a two-hundred and fifty dollar ($250) Ratification Disbursement will be paid to each employee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 28TH day of MARCH, 2011.

FOR THE TEAMSTERS LOCAL #244

Jarrell B. Williams
Chief Negotiation

_____

_____

FOR THE EMPLOYER:

The City of Willoughby Hills

Robert M. Weger
Mayor

APPENDIX A

HOURLY RATES – SERVICE DEPARTMENT

Job Title	1/1/2011	1/1/2012	1/1/2013
	HOURLY RATES		
Road Foreman	$24.75	$25.12	$25.50
Assistant Road Foreman	$22.68	$23.02	$23.36
Road Crew, Class 5	$21.70	$22.03	$22.36
Road Crew, Class 4 (20+ years)	$21.70	$22.03	$22.36
Road Crew, Class 3 (14-20 years)	$21.27	$21.59	$21.92
Road Crew, Class 2 (7-13 years)	$20.68	$20.99	$21.30
Road Crew, Class 1 (1-7 years)	$19.89	$20.19	$20.50
Road Crew, Probationary	$13.23	$13.42	$13.63
Mechanic, Class 2	$24.55	$24.92	$25.29
Mechanic, Class 1	$16.04	$16.82	$16.52
Mechanic, Probationary	$13.23	$13.42	$13.63