



11-MED-07-0967
28517
2300-04
02/27/2012

**CITY OF NEW FRANKLIN
SERVICE DEPARTMENT**

and

TEAMSTERS LOCAL #348

Effective October 1, 2011 – September 30, 2014

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SERVICE DEPARTMENT
AND
TEAMSTERS LOCAL #348

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**CITY OF NEW FRANKLIN
SERVICE DEPARTMENT
AND
TEAMSTERS LOCAL #348**

**ARTICLE 1
PREAMBLE**

This Agreement is entered into this 1st day of October, 2011 between the City of New Franklin of Summit County, Ohio (hereinafter "City") and Teamsters Local No. 348, affiliated with the International Brotherhood of Teamsters (hereinafter "Union"), in order to establish mutual rights, to provide for equitable and peaceful adjustment of differences and matters of mutual interest, and to promote the efficient operation of the City's Service Department operations.

**ARTICLE 2
RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and other conditions of employment for all hourly paid employees of the City Road Department (now known as Service Department) but excluding the Road Superintendent and all other supervisory employees, as determined with the Ohio Revised Code and the rules of the Ohio Administrative Code.

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 1. The Union recognizes those rights that are established under 4117.08(C) of the Ohio Revised Code as management rights reserved to the City and enumerated as follows:

- 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 service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- E. Suspend, discipline, demote, discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the workforce, the need for staffing bargaining unit and non-bargaining unit positions, whether to fill any vacancies in a bargaining unit position and/or to maintain staffing levels of bargaining unit positions;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the workforce;
- I. Take action to carry out the mission of the public employer as a government unit.

Section 2. The City is not required to bargain on subjects reserved to the management and direction of governmental unit except as affect wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Section 3. The parties agree that all matters legally subject to collective bargaining have been fully covered, negotiated and incorporated into this collective bargaining agreement. No pre-existing policy, practice or procedure in existence prior to the execution of this Agreement will continue subsequent to the effective date of this Agreement unless set forth in writing and mutually agreed to by the parties.

ARTICLE 4 EXTRA CONTRACT AGREEMENTS

Section 1. Except as may be otherwise provided in this Agreement, the City agrees not to enter into, or attempt to enter into, any agreement or contract with its employees, either individually or collectively, or to require or attempt to require employees to sign any document, either individually or collectively, which in any way conflicts with the provisions of this Agreement. Any such agreement or document shall be null and void. Any such agreement or document may not be placed in an employee's file or used by the City as a basis for discipline or used in connection with any disciplinary proceeding, nor may any such agreement or document nor the contents thereof be divulged to any person or entity.

**ARTICLE 5
NONDISCRIMINATION**

Section 1. The City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, gender, national origin, age, citizenship, marital status, veteran's status, political affiliation or disability, in violation of any federal, state, or local law, or engage in any other discriminatory acts prohibited by law nor will it limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, gender, national origin, age, citizenship, marital status, veteran's status political affiliation or disability, in violation of any federal, state, or local law, or engage in any other discriminatory acts prohibited by law.

Section 2. This Article covers employees with a qualified disability under the Americans with Disabilities Act.

Section 3. The City and the Union agree that there will be no discrimination by the City or the Union against any employee because of any employee's lawful activity and/or support of the Union or nonparticipation in lawful activity and/or support of the Union.

**ARTICLE 6
ACCESS TO PREMISES**

Section 1. Authorized agents of the Union shall have access to the City's premises during working hours, upon giving of notice to the Deputy Service Director , or in his absence, to the Mayor, upon arrival to the City, for the purpose of adjusting disputes, investigating working conditions and ascertaining that this Agreement is being adhered to, provided, however, that there is no interruption of City employees' working time or schedule.

**ARTICLE 7
BULLETIN BOARDS**

Section 1. The City agrees to provide suitable space for and maintain a bulletin board in the Service Department. The Union shall limit its use of the bulletin board to official union business such as meeting notices and union bulletins which are in no way derogatory to the City or its officials and/or employees.

ARTICLE 8 DISCIPLINE

Section 1. The City reserves the right to discipline employees provided it has just cause for taking such action. The degree of discipline imposed by the City will depend upon the severity of the offense, the overall work record of the employee(s) involved and the treatment of other employees in similar instances, if any, after October 1, 2002. The City will apply discipline, where appropriate, in a progressive manner which will include oral and/or written warnings, but reserving the right to impose a suspension or discharge for severe or repeat offenses, including, but not limited to, being under the influence of alcohol or drugs, fighting, threatening fellow employees or citizens, theft, dishonesty and/or unauthorized use of City equipment.

Section 2. The City will promptly investigate the facts giving rise to the potential discipline as soon as it has knowledge of same. If the City interviews an employee in an investigation which may lead to the imposition of discipline on that employee, it will do so in the presence of an available Union representative if so requested by the employee. If an employee does not wish to have a Union Steward present in any meeting where the employee has a right to Union representation under this Agreement, the employee shall sign a waiver of union representation, a copy of which will be furnished to the Union upon its request.

Section 3. The City will impose discipline on an employee promptly upon completion of its investigation, but in no event more than fifteen (15) days after first learning of the incident, unless extended upon agreement with the Union.

Section 4. A copy of all disciplinary notices shall be given to the affected employee and forwarded to the Union. Any applicable time limits for challenge to said discipline shall begin to run at the time the discipline is imposed upon the employee, not the time the copy of the discipline is received by the Union. Any employee who receives a letter of discipline, such as a reprimand or warning, may attach a rebuttal statement to any letter of discipline, or any adverse materials.

Section 5. The Union and employee's right to appeal discriminatory action imposed by the City through the grievance and arbitration provisions of this Agreement is specifically intended to supersede other statutory requirements/remedies of the Ohio Revised Code.

Section 6. The City will accept only written notifications of an employee's intent to resign with a copy provided to the Union by the City.

Section 7. If a bargaining unit member receives discipline which does not result in a suspension, and if further discipline for a related offense does not occur within a 12-month period, the City will not rely upon such earlier discipline in imposing further discipline. Any discipline imposed by the City for a serious offense which does not

reoccur during a two-year period will not be relied upon by the City in imposing future discipline.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute which may arise under the interpretation or application of this Agreement. Any grievance arising between the City and the Union or an employee represented by the Union shall be settled in the following manner.

Section 2. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances at any level of the grievance procedure.

Section 3. Any member who is subject to discipline, where such discipline would cause loss of time, wages or any loss of benefits in this Agreement, shall be able to appeal said discipline at Step 3 of this grievance procedure and arbitration.

Section 4. Should either party fail to comply with the time limits set forth in this Article after Step 2, the grievance will proceed immediately to the next step. Time limits may be expanded by mutual agreement of the parties.

Section 5. The following procedure shall be utilized when a grievance is initiated by the Union:

Step 1:

A grievance must be presented orally to the Deputy Service Director within five (5) working days of the occurrence or five (5) working days after it has become known. The Deputy Service Director shall have five (5) working days following such to submit his/her oral answer. The member(s) may be accompanied by a Union representative if he/she so requests.

Step 2:

If the grievance is not settled by Step 1, the Union on behalf of a member may reduce the grievance to writing. The written grievance must be presented to the Deputy Service Director within five (5) working days after receipt of the Step 1 answer. The Deputy Service Director shall answer in writing to the Union representative and the grievant within five (5) working days after receipt of the written grievance.

Step 3:

If the grievance is not settled by Step 2, the Union may appeal in writing to the Mayor by filing at the Mayor's office. Such an appeal must be submitted within five (5) working

days after the receipt of the Step 2 answer. The Mayor, or his designated representative, shall meet within twenty-one (21) days with the Union to attempt to resolve the grievance. The Mayor shall answer the grievance to the Union representative and the grievant in writing within ten (10) working days following such meeting.

Step 4:

- A. When a decision has been accepted by the appropriate parties, that grievance shall be considered final and settled and shall be memorialized by way of a letter agreement incorporating the disposition of the grievance.
- B. If the Union is not satisfied with the answer of the third step, then within fifteen (15) days of notice of the answer the Union shall deliver its notice upon the City to arbitrate.

**ARTICLE 10
ARBITRATION**

Section 1. Upon the City's receipt of a notice to arbitrate from the Union after exhaustion of the Grievance Procedure in this Agreement, the parties or their representatives shall first try to mutually agree upon an impartial arbitrator to hear the grievance. Failing to do so within ten (10) days, the parties will jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.

Section 2. Upon receipt of a panel of arbitrators, the parties will alternately strike names until one remains. That individual will be the appointed arbitrator.

Section 3. The selected arbitrator promptly shall schedule a hearing at a mutually convenient time and place.

Section 4. The arbitrator's authority shall be expressly limited to determining the meaning, intent or application of the provisions of this Agreement. The arbitrator shall have no power to add to, detract from, or in any way alter the provisions of this Agreement.

Section 5. The arbitrator shall issue a decision, in writing, within thirty (30) days of the close of the hearing. The decision will be final and binding upon the parties.

Section 6. All expenses of the arbitrator and the hearing room, if any, shall be split equally by the parties. Expenses incurred by the parties for representation, witness attendance and/or a record of the proceedings, as well as preparation and presentation of the case in arbitration shall be borne by the party incurring same.

**ARTICLE 11
NO STRIKE/NO LOCKOUT**

Section 1. Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to fully discharge its responsibilities under this Agreement. Further, the City and the Union subscribe to the principal that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means.

Section 2. The Union agrees that neither it nor its members will engage in any slowdown, work stoppage, picketing of the City's premises, concerted refusal to work overtime, sympathy strike, sit down or any other interruption of work during the term of this Agreement.

Section 3. Violation of the provisions of Section 2 of this Article will result in termination of employment of any employee participating in such conduct. If such termination by the City is challenged through the Grievance/Arbitration provisions of this Agreement, the arbitrator shall have no authority to modify or alter the penalty of discharge of any employee proven to have violated Section 2 herein.

Section 4. The City agrees that during the term of this Agreement it will not lockout from work employees covered by this Agreement.

Section 5. If an employee operates a City vehicle to a location where another picket line authorized by the International Brotherhood of Teamsters exists and the employee must cross the picket line in order to perform his work, he will not be required by the City to cross said picket line provided the employee contacts the City and awaits the arrival of a City supervisor or another person designated by the City who is licensed to operate the vehicle to cross the picket line.

**ARTICLE 12
SAFETY**

Section 1. The City will continue to make reasonable provisions for the health and safety of its employees during the course of their employment. The City will comply with all applicable state and federal health and safety regulations and codes and provide OSHA specified training. The City and Union will cooperate in maintaining safe and healthful working conditions and the prevention of accidents and injuries. Protective devices and wearing apparel required by the City shall be used and other equipment necessary to properly protect employees from injury shall be provided by the City.

Section 2. No employee will be required or assigned to engage in any activity involving an imminent threat to his life or limb or which is in violation of any statute, court order, or governmental regulation relating to the safety of person or equipment. Such regulation shall constitute the minimum acceptable safe operating standard. Any employee involved in any accident shall immediately report said accident and any physical injuries sustained. When required by the City, an employee, before starting his

next shift, shall make out an accident report in writing on forms furnished by the City and shall submit all available names and addresses of witnesses to the accident.

Section 3. The City will not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. All employees shall immediately, or at the end of their shift, report all defects of equipment on a suitable form furnished by the City with a copy to be retained by the employee.

Section 4. The City agrees to maintain a clean, sanitary washroom having hot and cold running water with toilet facilities, unless otherwise mutually agreed.

Section 5. The City will compensate employees for time spent and the cost for attendance at training required by the City to be in compliance with all applicable local, state and/or federal health and safety regulations (NIMS).

ARTICLE 13 PERSONNEL FILES AND RECORDS

Section 1. Each employee shall be permitted to review his/her personnel or medical files and any document contained therein upon making arrangements to do so with the Human Resources Coordinator. The bargaining unit member shall be permitted a photocopy of any document contained in any of the bargaining unit member's personnel or medical files. Photocopies shall be provided one time per contract period at no cost to the bargaining unit member. Thereafter, any photocopies provided to the bargaining unit member shall be at the same cost as the City charges for other photocopying costs.

ARTICLE 14 MEDICAL, HEALTH AND LIFE INSURANCE

Section 1. During the term of this Agreement, the City will offer to the bargaining unit members a hospitalization plan substantially similar to that in effect upon execution of this Agreement. Currently, the City network is provided by GWH-CIGNA PPO. The Union will be provided a minimum of thirty (30) days written notice prior to any change in network providers.

Section 2. Annual employee deductibles will be as follows:

- Per covered person – \$250.00 for in network services; \$500.00 for out of network services.
- Per covered family unit – \$500.00 for in network services; \$1,000.00 for out of network services.

Effective February 1, 2012, Summa Barberton Hospital and facility providers will be considered "out of network."

Section 3. There will be a \$5 co-pay for the purchase of generic drugs, a \$20 co-pay for the purchase of brand formulary drugs and a \$35 co-pay for non-formulary drugs. Bargaining unit members must use mail order services for prescription maintenance orders in excess of a 30 days' supply. There will be a \$125.00 co-pay for all emergency room visits.

Section 4. Coverage will continue to be provided for prescribed occupational therapy, but only up to a maximum of 20 annual visits. There will be a \$10.00 co-pay for all occupational therapy visits.

Section 5. Coverage will continue to be provided for prescribed speech therapy, but only up to a maximum of 20 annual visits. There will be a \$10.00 co-pay for all speech therapy visits.

Section 6. Coverage will continue to be provided for prescribed physical therapy, but only up to a maximum of 20 annual visits. There will be a \$10.00 co-pay for all physical therapy visits.

Section 7. If the cost of self-insuring or insuring the hospitalization plan, as measured by the monthly COBRA rate for family coverage, increases more than 10% in any one year as of or after October 1, 2008, this Agreement will be re-opened for the limited purpose of negotiating the medical and health insurance benefits set forth in this Article, including but not limited to alternative coverage and/or employee unit cost contribution participation which reduces the City's cost of providing benefits to the prior year's level. For the purposes of this Section only, the parties will consider the October 1, 2008 monthly COBRA rate for family coverage to be \$1,625.00.

Section 8. The City shall provide coverage for the dependents of bargaining unit members. Benefits and eligibility for bargaining unit members and dependents are subject to any restrictions imposed by the insurance provider.

Section 9. The City shall provide life insurance coverage in the amount of \$50,000 for each member of the bargaining unit under age sixty-five (65) at no cost to the employee.

ARTICLE 15 GENERAL LIABILITY AND MALPRACTICE INSURANCE

Section 1. Liability and malpractice insurance or equivalents, such as self-insurance, insurance pools, etc. will be provided for every bargaining unit member in the Service Department by the City. Any member of the bargaining unit who is party to any legal action resulting from authorized official City business shall be represented by the City's Law Director, or another attorney designated by the Law Director, or another attorney designated by the City's insurance Company.. This is not intended to relieve any

insurance carrier under the specific policy. The City shall hold any such employee harmless from cost or liability arising out of good faith performance or nonperformance of their official duties, pursuant to ORC Section 2744.03. Should the City's liability, malpractice insurance be cancelled for reasons beyond the control of the City, the City will make every effort to provide alternate protection. If such alternate protection cannot be found, the Union and the City will meet to negotiate the proper course of action to take.

Section 2. The City, within thirty (30) days of the signing of this Agreement, shall provide the Union with a copy of the current liability policy as applies to this section and shall provide the Union a copy of the liability policy as applies to this section at the time of renewal of that policy or at the change of carriers for that policy.

ARTICLE 16 SENIORITY

Section 1. Seniority of bargaining unit members will be based upon length of full-time service in the City Service Department.

Section 2. All new employees should be considered probationary for a period for a period of six (6) months and shall be employed by the City for such time on a trial basis. During this period of time, the City may transfer, layoff or discharge said employees as it finds necessary, without regard to the other provisions of this Agreement. Probationary employees will not be covered by the terms and conditions of this Agreement. At the expiration of the probationary period an employee shall be covered by the terms of this Agreement and placed on the Department Seniority Roster with seniority dating back to the original date of hire as a full-time department employee.

Section 3. Seniority will be broken by:

- A. Termination for cause, or
- B. Retirement, or
- C. Layoff of more than twelve (12) months, or
- D. Voluntary resignation, or
- E. Absence on leave for more than twelve (12) months, or
- F. Failure to timely return to work after layoff, or
- G. Failure to report to work or notify the City for three (3) consecutive work days.

Section 4. Should two (2) or more employees be hired on the same date, relative seniority shall be determined by a coin toss.

Section 5. Upon execution of this Agreement and no less than once each year thereafter upon request of the Union, the City will provide the Union with an updated seniority list. The City will post this seniority list, including job title and pay rate in the workplace. The posted seniority date will be final unless challenged by an employee or the Union within two (2) weeks of its posting.

ARTICLE 17 LAYOFF/RECALL

Section 1. Should the City determine a need to reduce the workforce, employees will be laid off by reducing the least senior employee in the department first, provided the employees remaining in active service possess the necessary skill and ability to perform the remaining work.

Section 2. Should a more senior employee in the department wish to waive his seniority rights and voluntarily accept layoff, he may do so provided the junior employee(s) remaining in active status in the department is (are) capable of performing the remaining work.

Section 3. The City shall make every effort to give ten (10) days written notice, but in no event less than three (3) days written notice, before implementing a layoff.

Section 4. An employee on layoff for not more than twelve (12) months shall continue to accumulate seniority.

Section 5. The City will continue to pay its portion of a laid off employee's medical, health and life insurance until the end of the calendar month in which the layoff is implemented. Thereafter, a laid off employee will be eligible for such insurance continuation in accordance with COBRA.

Section 6. Should the City determine a need to recall laid off employees to the department it will do so in the reverse order employees were laid off from the department.

Section 7. The City will give notice to the employee by phone contact in the presence of a Union steward and if such personal contact is not made, by certified mail to the employee's last provided address.

Section 8. It is the employee's responsibility at all times to maintain an updated current address and phone number to the City where all contact to such employee may be made by the City.

Section 9. An employee recalled by the City shall return to work no later than one (1) week after notice is given to him or be deemed to have voluntarily resigned his employment with the City.

**ARTICLE 18
HOLIDAYS**

Section 1. Each full-time employee shall be entitled to eight (8) hours of holiday pay, at his regular base rate of pay, for each of the following designated holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
	Two (2) Personal Days

Section 2. Employees shall be entitled to holiday pay in accordance with Section 1 herein, regardless of whether or not they are scheduled to work on the observed day of the holiday. Employees who actually work on the observed holidays of Christmas and New Years Day shall be entitled to holiday pay in accordance with Section 1 herein and in addition, shall receive two (2) times their regular base rate of pay for all hours actually worked. Employees who actually work on all other observed holidays shall be entitled to holiday pay in accordance with Section 1 herein and in addition, shall receive time and one-half (1-1/2) their regular base rate of pay for all hours actually worked.

Section 3. Holiday pay provided to employees under this Agreement will be treated as time worked for purposes of weekly overtime calculation.

Section 4. If a holiday falls on a Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. The parties may mutually agree to celebrate holidays on different days than those above specified.

Section 5. Employees will be eligible for two (2) paid personal holidays per calendar year. The personal holidays must be scheduled and approved at least two (2) weeks in advance. If City scheduling permits, the Deputy Service Director may allow the taking of the personal holidays on less than such two week's notice.

**ARTICLE 19
VACATION**

Section 1. Notwithstanding Section 9.44 of the Ohio Revised Code, each full-time employee shall earn paid vacation only for full-time service with the City, as computed below. Upon completion of:

1 through 6 years	2 weeks
7 through 13 years	3 weeks

14 through 19 years
20 plus years

4 weeks
5 weeks

Section 2. Vacation requests shall be submitted by March 31 of each year. If more than one request is made for the same or an overlap occurs, seniority shall have preference. By April 15, a copy of the vacation schedule will be provided to bargaining unit employees. Any vacation request upon at least fifteen days notice that is made after March 31 shall be granted by the Deputy Service Director on the basis of availability and shall not be unreasonably denied. The Deputy Service Director may grant vacation requests with lesser notice, at his discretion.

Section 3. The City will permit at least one (1) bargaining unit employee to be scheduled off at any time of the calendar year. However, during the months of April through October, inclusive, at least two (2) bargaining unit employees may be scheduled off on vacation.

Section 4. Each employee may carry over one (1) week of paid vacation time to the next anniversary date at the current rate of pay. Each employee may sell back one (1) week of vacation during his/her anniversary year.

Section 5. In the event an employee schedules vacation during a week in which a holiday falls, he will be paid for the holiday in accordance with the collective bargaining agreement and the employee will not be charged a vacation day for such holiday.

Section 6. Vacation time shall be scheduled in no less than one (1) hour increments.

Section 7. Employees will not be required to utilize vacation if on a workers' compensation absence. Should an employee be on workers' compensation absence when a previously scheduled vacation falls, he may reschedule his vacation in accordance with the collective bargaining agreement.

Section 8. An employee who has worked at least eighteen (18) continuous months as a full-time employee of the City may take up to fifty percent (50%) of his earned vacation attributable to his second year of service, subject to the approval of the Deputy Service Director and/or Mayor, provided at least one (1) week has been accumulated.

ARTICLE 20 FUNERAL LEAVE

Section 1. Full-time employees on regular status shall be allowed up to four (4) working days off immediately following the death, but not to extend beyond the day of, the funeral of one of the members of their immediate family, without loss of pay.

Section 2. Immediate family shall be defined as: husband, wife, son, daughter, foster child, mother, father, foster parents, step-mother, step-father, sister, brother, mother-in-law, father-in-law or any blood relative living in the household of the employee.

Section 3. In the case of the death of a grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, sister-in-law, or brother-in-law, the employee shall, if scheduled to work the day of the funeral, receive that calendar day off and the preceding day, if scheduled to work, without loss of pay.

Section 4. The City may grant additional time off to the employee for bereavement leave at the discretion of the Deputy Service Director or Mayor. No reasonable request shall be denied. Said additional time off shall be charged to the employee's accumulated sick leave, one (1) hour for each hour used, up to two (2) days.

Section 5. In order for funeral/bereavement leave to be paid, the employee shall be required to provide documentation to the Human Resources Coordinator in the form of a newspaper obituary, a letter from the funeral home or the death certificate.

Section 6. Full-time employees on regular status may be granted a leave of absence, without pay, in order to attend a funeral of a person whose relationship to the employee is not above-mentioned.

ARTICLE 21 CIVIL DUTY LEAVE

Section 1. An employee shall be given necessary time, with pay, when summoned for jury duty, subpoenaed as a court witness in an official capacity in connection with the City, or performing emergency civilian duty in connection with national defense. An employee must notify Deputy Service Director five (5) days prior to jury duty or service date.

Section 2. Any compensation received while on civil leave shall be turned over to the Human Resources Coordinator upon receipt; however, the employee is entitled to keep compensation received for answering a summons for jury duty. Also, the employee may keep compensation attributable to services performed on the days of the employee's regularly scheduled weekend, or performed while on vacation, holiday, compensatory time or personal leave.

Section 3. An employee may request the right to retain that portion of compensation received when civil leave is necessary, to reimburse the employee for reasonable transportation, housing and parking expenses.

Section 4. A probationary employee called will have his/her probationary period extended by the same amount of time as required for serving on jury duty.

Section 5. If excused as a juror on any given day before 12:00 Noon or at any time on a day when the road crew is performing emergency snow removal, the employee is expected to report to work with documentation which states the time of dismissal from jury duty.

Section 6. If an employee is a plaintiff or defendant in a personal lawsuit which does not result from his duties with the City, he may be granted leave without pay, at the discretion of the Deputy Service Director or Mayor or may utilize any available vacation or compensatory time for said absence.

ARTICLE 22 LEAVES OF ABSENCE

A. MILITARY LEAVE

Section 1. Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and Amendments thereto, shall be granted all rights and privileges provided by the Act.

Section 2. Military leave of absence shall result in no loss of seniority status, pay rate or benefits which would have normally accrued if the employee had not been absent for such purposes.

Section 3. An employee who is called to or volunteers for service with the armed forces of the United States or the National Guard is eligible for reinstatement in his/her position upon completion of service, providing that the period of service is four (4) years or less. Eligibility for and terms of reinstatement are administered in accordance with state law. Employees returning from military service are subject to the Veterans Reemployment Rights Act.

Section 4. The City will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

Section 5. An employee who enters military service and has re-employment rights under applicable federal or state law and/or regulation thereunder shall be considered on military leave of absence and shall retain and continue to accrue seniority during such leave of absence.

Section 6. The City will not require, but may permit upon the request of an employee, his usage of vacation and/or compensatory time for time off for military reserve duty.

B. SICK LEAVE

Section 1. It shall be the policy of the City to provide sick leave with pay for all bargaining unit employees. Each bargaining unit employee, after six (6) months of consecutive service shall be entitled to one and one-fourth (1¼) days with pay for each completed month of service as sick time.

Section 2. Employees may use their sick leave for absence due to personal illness, childbirth, injury, exposure to contagious disease which would be communicated to

other employees, for illness or injury in the employee's immediate family and for other authorized uses as approved by the Deputy Service Director and/or the Mayor.

Section 3. Sick leave may also be used for medical appointments, dental appointments, family emergencies resulting from illness or injury to an employee's spouse, children, or other dependents residing in the employee's household experiencing an emergency which requires the employee's presence at home or at the health care provider, and for an event eligible under the City's Family and Medical Leave Act policy.

Section 4. Any employee absent for three (3) days or more must submit a physician's certificate of illness or injury. Any employee requesting sick leave time shall submit a sick leave verification form for purpose of providing an explanation for same. Falsification of such physician's certificate shall be grounds for discipline, up to and including, discharge.

Section 5. The City reserves the right to have any employee alleging illness or injury submit to a physical examination, or examinations, at the City's sole discretion and expense. Should the opinion of the City medical examiner differ from that of the employee's, then the two medical professionals shall select a third doctor to render an opinion. All parties will be bound by the third opinion. The cost of the third examination will be borne by the City.

Section 6. Any employee using sick leave shall report off at least thirty (30) minutes prior to the start of his shift.

Section 7. Commencing each February of this Agreement, any full-time employee covered by this Agreement will receive a sick leave incentive of Four Hundred Fifty Dollars (\$450.00) if zero (0) sick leave hours are used in the previous calendar year; Three Hundred Fifty Dollars (\$350.00) if more than zero (0) but no more than eight (8) sick leave hours are used in the previous calendar year; and Two Hundred Fifty Dollars (\$250.00) if more than eight (8) but no more than sixteen (16) sick leave hours are used in the previous calendar year.

Section 8. If a federal, state or local law, statute or regulation is passed or implemented that requires sick leave be provided to employees, this Agreement will be re-opened for the limited purpose of negotiating the sick leave benefits set forth in this Article.

C. INJURY LEAVE

Section 1. Injury leave was established in order to provide for the payment of wages to a full-time worker, disabled on the job, so that he/she may be afforded the necessities of life, in consideration of which, the employee must sign an Agreement to reimburse the City for the amounts so advanced, insofar as possible, out of payments made to the employee by the Bureau of Workers' Compensation.

Section 2. Any full-time employee who is unable to work because of a valid job related injury, such that the employee is entitled to Workers' Compensation, shall be entitled to injury leave pay for a maximum of twelve (12) weeks, including the date of injury, at his/her regular rate of pay.

Section 3. After twelve (12) weeks, Workers' Compensation will reimburse the City for the first twelve weeks, and will commence paying the employee for his/her additional lost time.

Section 4. If the employee is off work for less than eight (8) consecutive days, including the date of injury, the Bureau of Workers' Compensation will not pay for lost wages; they will pay only for valid medical claims. Therefore, the first eight (8) days off shall be charged against the employee's accumulated sick time.

Section 5. However, if the employee is off work for more than eight (8) consecutive days, including the date of injury, the Bureau of Workers' Compensation will reimburse for lost wages, as well as valid medical claims. In this case, upon receipt of reimbursement from the BWC, the first eight (8) days off shall not be charged against accumulated sick time, but will be considered injury leave instead.

Section 6. If the employee is off work for more than twelve (12) weeks, upon return to work, the employee may apply immediately to his/her retirement system to purchase the qualifying pension time lost while receiving BWC payments for lost wages. A copy of the retirement system's accounting and determination will be supplied to the Human Resources Coordinator. The City shall then purchase the employee's pension time, lost while being paid by the BWC, and make payment to the applicable retirement system. The City shall be responsible for purchasing up to a maximum of one (1) year of pension time, lost while receiving BWC payments for lost wages.

D. LEAVE WITHOUT PAY

Section 1. Upon written request, with a copy to the Union, the Mayor, in his sole discretion, shall have the authority to grant to any member of the bargaining unit leave of absence without pay for a period not to exceed three (3) months, unless extended by the City.

Section 2. Any member on any such leave of absence shall not earn sick leave pay during such leave period, nor shall they be entitled to any holiday pay for any holidays

falling within such leave. Such leave shall not be used in computing vacation time. If the employee opts to continue coverage, he must reimburse the City for the cost of medical, health and life insurance for the period of the leave.

Section 3. No employee on such leave shall engage in any other employment during such leave. Such employee may, at the employee's own cost and expense, maintain his insurance program with the City during such leave of absence.

Section 4. Entitlement pursuant to this provision shall be granted at the discretion of the City.

Section 5. The employee will return the position held at the time the leave was granted or another equivalent position, upon expiration of the leave.

E. FAMILY AND MEDICAL LEAVE

Section 1. The City shall provide to employees covered by this Agreement, the same rights and responsibilities as it extends to other employees in its Family and Medical Leave policy.

F. UNION LEAVE

Section 1. The City will grant unpaid leave without loss of seniority rights to one (1) employee designated by the Union to attend a labor convention or to serve in a capacity on other official Union business, provided forty-eight (48) hours written notice is given to the City by the Union specifying the length of time off which shall not exceed a total of ten (10) working days in any calendar year. The Union agrees that, in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the City's operations due to lack of available employees.

**ARTICLE 23
STEWARDS**

Section 1. The City recognizes the right of the Union to designate job stewards and alternates from the City's departmental seniority list. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

- A. The investigating and presentation of grievances in accordance with provisions of the collective bargaining Agreement;
- B. The collection of dues when authorized by appropriate Union action;
- C. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such

messages and information are in no way derogatory to the City, its officials and/or employees, and:

1. have been reduced to writing, or
2. if not reduced to writing, are of a routine nature.

Section 2. Recognizing the importance of the role of the Union Steward in resolving problems or disputes between the City and its employees, the Employer reaffirms its commitment to the active involvement of union stewards in such processes in accordance with the terms of this Article.

Section 3.

- A. The Job Steward or the designated alternate shall be permitted reasonable time to investigate and process grievances on the City's property without interruption of the City's operation. The Union will make reasonable effort to ensure that the City's operations are not interrupted by the steward's engaging in such activity. The City shall not use interruption of its operation as a subterfuge for denying such right to the steward.
- B. The Job Steward or the designated alternate will be paid for all time spent in meetings with City management during his regularly scheduled working hours. The City will make every effort to schedule all grievance meetings where the Steward must be present during his regularly scheduled hours or immediately upon conclusion of his regular shift.
- C. Negotiating sessions for a successor collective bargaining agreement will generally be scheduled immediately upon the conclusion of the regularly scheduled work shift or shortly before the conclusion of the regularly scheduled work shift. Should the City and Union agree to schedule negotiations during a Job Steward's regularly scheduled work shift, he will be paid his regular straight time rate for the amount of time during which he otherwise would have been actively employed by the City.

**ARTICLE 24
HOURS OF WORK**

Section 1. The normal workweek for full-time employees will be forty (40) hours per week, eight (8) hours per day, five (5) days per week, Monday through Friday.

Section 2. During the eight (8) hour work day employees shall be permitted to take two (2) paid twenty (20) minute breaks midway through the first and second half of each shift.

Section 3. All hours worked in excess of eight (8) on a work day or forty (40) hours in a regular workweek will be paid at the rate of one and one-half (1½) times the regular hourly rate.

Section 4. The City shall attempt to distribute and rotate overtime on an equal basis amongst bargaining unit employees to at least a sixteen (16) hour balance. In the event that two (2) bargaining unit members have comparable skills and a nearly equal number of accumulated hours, overtime shall be offered to the bargaining unit member with more seniority. The Deputy Service Director will maintain and post a log to show the time and response from each bargaining unit member called while off duty to participate in overtime denoting whether the overtime was accepted, refused, no answer to a call or page was received, the employee was sick, on vacation, or already on duty. An employee added to the Road Department shall be placed on the overtime log charged with the initial average amount of accumulated overtime hours.

Section 5. The City will not require an employee to work split shifts and, absent emergency call-in, will not require an employee to report for work until the employee has had at least eight (8) hours off since the end of his previous shift.

Section 6. A time recording system will be maintained by the City in working order. All employees covered by this Agreement shall be required to use the City's time recording system. If a change in the City time recording system is made, advanced notice will be given to the Union.

Section 7. All hours of work, including overtime, shall be paid in fifteen (15) minute increments. If an employee's starting or stopping time is seven minutes or less into a fifteen minute period, such time will be rounded back to the previous quarter hour (e.g., if an employee's stopping time is 4:07 p.m., it will be rounded to 4:00 p.m.), and if an employee's starting or stopping time is eight minutes or more into a fifteen minute period, such time will be rounded forward to the next quarter hour (e.g., if an employee's starting time is 4:08 p.m., it will be rounded to 4:15 p.m.).

Section 8. Should the City establish more than one (1) work shift for any bargaining unit classification, shift preference selection will be based upon seniority.

Section 9. City agrees to give a minimum of one week's notice to bargaining unit employees and the Union if the regular daily hours of the work schedule is revised.

Section 10. The City agrees that an employee called back to work after the conclusion of his shift shall receive a minimum of three (3) hours of pay for the work for which he is called back. Call-back time will be paid at one and one-half (1-1/2) times the employee's rate of pay.

Section 11. If an employee is asked to work overtime immediately prior to his or her regular shift on time abutting said shift, he or she will be provided with a minimum of two (2) hours of work and/or pay. If an employee is asked to work overtime immediately

after his or her regular shift on time abutting said shift, he or she will be provided with a minimum of one (1) hour of work and/or pay.

**ARTICLE 25
WAGES**

Section 1. For the duration of this Agreement, bargaining unit employee wage rates shall be as follows:

	October 1, 2011	October 1, 2013
Assistant Superintendent	\$22.57	\$22.90
Work Leader	\$22.11	\$22.44
Maintenance Worker	\$21.80	\$22.13

In addition, each employee will receive a lump sum payment of Four Hundred Fifty Dollars (\$450.00) during the January 8-21, 2012 and October 14-27, 2012 pay periods.

Section 2. Newly hired bargaining unit employees may be hired at One Dollar (\$1.00) per hour below the Maintenance Worker rate and will receive an increase of Fifty Cents (50¢) per hour upon completion of six (6) months employment, and Fifty Cents (50¢) per hour upon completion of twelve (12) months employment. Newly hired employees shall also receive any previously agreed upon general wage increase.

Section 3.

- A. Employees who have completed five (5) years of full-time service with the City of New Franklin shall be entitled to remuneration in the amount of one percent (1%) of the employee's base pay. Employees who have completed ten (10) years of full-time service with the City shall be entitled to remuneration in the amount of one and one-half percent (1.5%) of the employee's base pay.
- B. The longevity payment shall be made in a separate check in November of each year for the previous calendar year, minus all deductions required by law.
- C. In the event an employee's longevity pay increases during the year for which he is being paid in November, then such payment shall be prorated within the longevity classifications on a monthly basis with the employee receiving credit for the higher rate for the month in which, by his anniversary date, he is entitled to the higher rate.
- D. Longevity pay shall not be considered when calculating the rate of pay for overtime hours or paid legal holidays worked.

ARTICLE 26
FAIR SHARE, DUES AND D.R.I.V.E. DEDUCTION

Section 1. All members of the bargaining unit shall become dues paying members of Teamsters Local No. 348 on or after sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later. Alternatively, employees in the bargaining unit who choose not to be members shall pay to a duly designated qualifying organization, a fair share fee to be determined by the union not to exceed dues paid by members of the bargaining unit in accordance with the provisions of Ohio Revised Code §4117.09(c). An amount shall be deducted from the wages of all nonmember employees on the same basis as the deductions made for dues for members of the Teamsters Local No. 348 and such fair share fee deductions shall comply with state law and/or any applicable federal law. Nothing in this section shall be construed to require any employee to become a member of Teamsters Local No. 348.

Section 2. The City agrees to deduct dues and/or fair share fees from the compensation of each member, as a condition of continued employment, and to transmit such dues and/or fair share fees once each month, no later than the 20th, to Teamsters Local No. 348 at an address designated by the Union from time to time upon thirty (30) days written notice to the Clerk.

Section 3. The City also agrees to deduct voluntary contributions to D.R.I.V.E. from the paycheck of all employees on a bi-weekly basis. D.R.I.V.E. shall notify the City of the amounts, in terms of a weekly deduction, designated by each contributing employee. The City shall transmit deducted amounts to D.R.I.V.E., once each month, no later than the 20th, at an address designated by the Union or D.R.I.V.E. from time to time upon thirty (30) days written notice to the Human Resources Coordinator. The City shall transmit the deducted amounts in one monthly check for the total amount deducted, along with the name of each employee upon whose behalf a deduction is made, each such employee's social security number, and the amount deducted from each such employee's pay.

Section 4. The Teamsters agree to save the City harmless and indemnify it for any costs, fines or attorneys fees in the event of any legal controversy with regard to the application of this article.

ARTICLE 27
COMPENSATORY TIME

Section 1. Employees shall be eligible to receive compensatory time in lieu of compensation for overtime hours worked by being provided one and one-half (1½) hours of compensatory time for each hour of overtime worked and having same deposited into a compensatory time bank which can accumulate to a maximum of four hundred (400) hours.

Section 2. Employees may opt for utilization of banked compensatory hours, in increments of one hour or more, at their regular hourly rate of pay upon at least fifteen (15) days notice to the Deputy Service Director and such request shall not be unreasonably denied. The Deputy Service Director may grant compensatory time requests with lesser notice, at his discretion. An employee may choose to be paid (cash) a portion of his banked compensatory hours at the employee's regular hourly rate of pay with the approval of the Deputy Service Director or Mayor upon at least fifteen (15) days notice in an amount not to exceed forty (40) hours in any calendar month, per employee.

ARTICLE 28 RETIREMENT

Section 1. Bargaining unit employees shall be eligible to participate in the Public Employees Retirement System. The City will make statutorily designated contributions on behalf of each bargaining unit member.

Section 2. Bargaining unit employees shall continue to be eligible to participate in the Ohio Public Employees Deferred Compensation Program through payroll deduction with the City.

ARTICLE 29 MISCELLANEOUS

Section 1. Should the City find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the City.

Section 2. The City will give notice of the existence of this Agreement to any other governmental entity with which it merges, annexes or otherwise consolidates. A good faith effort will be made by and with all parties to this Agreement to protect and secure the jobs of all bargaining unit members in the event of a merger, annexation or other consolidation.

Section 3. In the event any dispute should arise between the Union party to this Agreement and any other union relating to jurisdiction over employees or operations covered by this Agreement, the City agrees to be bound by the Jurisdictional Dispute Resolution Procedure of the International Brotherhood of Teamsters.

Section 4.

- A. City agrees that if it requires any employee to wear a uniform which is provided by an outside service as a condition of the employee's continued employment, it will provide and maintain such uniform. Any such uniforms provided by the City shall be returned to it in the event of the employee's termination of employment.

- B. The City agrees that it will continue to provide employees with work gloves, rubber boots and rain suits needed on the job. Such items will be replaced by the City upon the employee's return of any such torn, worn out or leaking item.
- C. The City will provide a minimum of five (5) t-shirts in a predetermined safety color (currently lime) by April 1 of each year and four (4) City logo sweatshirts by October 1 of each year to employees. Such t-shirts and sweatshirts may be worn as a substitute for any required uniform shirt. The City may also provide other items of clothing for employees and if it does so and designates said item of clothing as part of the official department uniform, wearing of same shall be mandatory.
- D. On a one-time only basis, within 30 days of ratification of this Agreement by both parties, the City will provide each bargaining unit employee one (1) winter coat and (1) set of bib overalls, each of Carhartt or Carhartt-like quality. However, the employee is still required to wear either a City-provided uniform shirt, sweatshirt or t-shirt under such outerwear in the event that his outerwear is removed during the work day and a shirt, sweatshirt and/or t-shirt is displayed.
- E. For safety reasons, if the City requires employees to wear full-length uniform jeans the City will provide and launder such jeans.
- F. Effective January 1, 2009, the City will reimburse each employee up to \$150 per calendar year for the cost of work boots. Such work boots must be worn during all working hours. An employee will purchase said work boots and submit a receipt for same to the City for reimbursement. This benefit amount will be available for use by each employee once per calendar year.

Section 5. The City will provide the necessary tools and equipment for employees to perform their jobs, as determined by the City. Additionally, the City will replace worn or broken tools upon the return of same to the City. Should an employee be negligent or abuse tools or equipment, the employee may be required by the City to pay for the replacement of same in addition to any reasonable discipline which the City chooses to impose.

Section 6. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the City agrees that it will not subcontract work performed by bargaining unit employees at the effective date of this Agreement without notice and, upon request, bargaining with the Union.

Section 7. Nonbargaining unit City employees will not perform bargaining unit work which deprives bargaining unit employees of regular straight-time work covered by this Agreement. Nonbargaining unit employees will not perform non-emergency overtime work unless bargaining unit employees are provided an equal opportunity for such work.

Section 8. On Saturdays, Sundays and Holidays, the City will assign a minimum of two (2) bargaining unit employees for non-cremation grave digging and non-cremation grave filling work, provided that two (2) bargaining unit employees are available to perform such work.

Section 9. Employee requests for leave time and/or compensation for leave time may be submitted to the Road Superintendent, but so doing does not vest the Road Superintendent with the authority to deny or grant such requests.

ARTICLE 30 SEPARABILITY AND SAVINGS

Section 1. If any clause, sentence, paragraph or part of this Agreement or the application thereof to any person or circumstances, shall for any reason, be adjudged by a court or other tribunal of competent jurisdiction, to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement and the application of such provision to other provisions, person or circumstances but shall be confined in its application to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. If possible to replace the language and remain in compliance with the law, the parties will meet to negotiate replacement language. If unable to agree, the Union reserves the right to resort to the grievance procedure. The remainder of this Agreement shall remain in full force and effect for the Agreement term.

ARTICLE 31 SEPARATION OF EMPLOYMENT

Section 1. A full-time employee who resigns or retires will be paid in a cash lump sum for accrued but unpaid overtime, compensatory time, holidays and personal days, using the employee's hourly rate of pay in effect at the date of said resignation or retirement at the time he receives his final pay.

Section 2. Upon a full-time employee's termination of employment, provided he has at least one (1) year of full-time continuous service with the City, his vacation hours will be prorated according to the "half month rate" then in effect. Such vacation shall be paid in a cash lump sum based on the employee's regular hourly rate of pay in effect at the time of the separation at the time he receives his final pay. Such half month rate for full-time status employees, if they have completed sixteen (16) days or more of continuous service in a calendar month, shall count as if the entire month had been worked.

Section 3. Upon resignation or retirement, an employee with at least ten (10) years of continuous full-time service with the City prior to said retirement, shall be entitled to seventy percent (70%) of his or her total accumulated sick time, not to exceed a payment of nine hundred sixty (960) hours.

Section 4. The City will act only upon a written notice of resignation or retirement from an employee, a copy of which shall be provided to the Union.

**ARTICLE 32
DURATION**

Section 1. This Agreement shall be effective October 1, 2011 and shall remain in full force and effect until September 30, 2014. It shall automatically be renewed thereafter from year to year unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

**ARTICLE 33
EXECUTION**

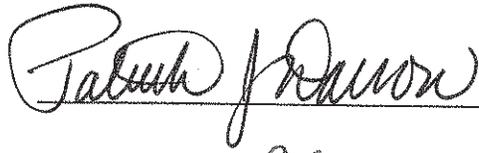
We, the undersigned, hereby agree to this contract between the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 348, and the CITY OF NEW FRANKLIN, SUMMIT COUNTY, OHIO.

**FOR THE CITY OF NEW FRANKLIN
SUMMIT COUNTY, OHIO**

**FOR THE TEAMSTERS
LOCAL NO. 348**







Grand Agent

Dale Corley

WITNESSES:



WITNESSES:

Date: 1/19/12

Date: _____