



COLLECTIVE BARGAINING AGREEMENT

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03/15/2013

BETWEEN

THE CITY OF EUCLID

AND

**CITY, COUNTY AND WASTE PAPER DRIVERS UNION
LOCAL 244**

WASTE WATER TREATMENT DEPARTMENT EMPLOYEES

Effective

January 1, 2012

Through

December 31, 2014

**Per Resolution No. 3-2013
Passed January 7, 2013**

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AGREEMENT

This Agreement is by and between the City of Euclid, Ohio, (hereinafter referred to as "Employer" or "City") and the City, County and Waste Paper Drivers Union, Local 244, Affiliates of International Brotherhood of Teamsters, (hereinafter referred to as "Union".)

The purpose of this Agreement is to promote, serve and provide a fair and responsible method of enabling employees covered by this Agreement to participate, through Union Representatives, in the basic policy governing rates of pay, hours of work, safety conditions and health conditions, and other conditions of employment subject to the applicable provisions of the Charter of the City of Euclid, the Codified Ordinances of the City of Euclid, the Statutes of the State of Ohio, and all other applicable governmental rules and regulations of such agencies.

ARTICLE 1 – RECOGNITION

SECTION 1.1

The City of Euclid hereby recognizes the City, County and Waste Paper Drivers Union, Local 244, as the sole and exclusive bargaining representative for a bargaining unit composed of all regularly employed, full-time and part-time employees employed in the City of Euclid Waste Water Department.

SECTION 1.2

Excluded from the bargaining unit are all employees having the authority to effectively recommend and/or enforce any or all of the following actions: suspend, layoff, recall, promote, discharge, assign, reward, discipline, direct and adjudicate the grievances of employees under his/her jurisdiction, included but not limited to administrative, confidential, management, fiduciary, professional, and supervisory personnel, as defined in Ohio Revised Code Section 4117.01, the Charter of the City of Euclid, and other rules and regulations of such governmental agency or under any terms and conditions of this contract.

ARTICLE 2 – DISCRIMINATION

SECTION 2.1

There shall be no discrimination against any employee in the matter of training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise, because of race, color, creed, national origin, sex, age, grievance activity, union activity, marital status, disability or handicap.

ARTICLE 3 – EMPLOYEE ACTIVITIES

SECTION 3.1

The employees subject to this Agreement shall have the right to form, join or assist in union activities, engage in lawful concerted activities, present grievances, be represented by a union, and to bargain collectively for wages, compensation, hours of work, safety and health, and other conditions of employment.

ARTICLE 4 – GRIEVANCE PROCEDURE

SECTION 4.1 DEFINITIONS

- (a) A "Grievance" shall be defined as a dispute or difference between the Employer, the Union and the employee/member of the bargaining unit concerning the interpretation and/or application of a provision of this Agreement relating to wages, hours of work, health, safety and other conditions of work and shall be restricted to those areas only.
- (b) "Immediate Supervisor" means the person having immediate supervisory responsibility over the employee/grievant.
- (c) "Grievant" shall mean the employee and/or the Union member(s) initiating a grievance.
- (d) "Days" shall mean the actual working days, (i.e. Monday through Friday) unless specified differently in this Agreement.

SECTION 4.2 RIGHTS OF EMPLOYEE/GRIEVANT.

- (a) The employee/grievant may at his/her sole discretion be accompanied at all steps of the grievance by his/her personal representative or be represented by the Union.
- (b) The purpose of these procedures is to secure, at the lowest level, the administrator having authority to resolve the grievance in an equitable manner.
- (c) The employee/grievant shall be entitled to the grievance being kept confidential as is appropriate and processed as expeditiously as feasible.

SECTION 4.3 TIME SCHEDULES

- (a) The number of days indicated at each step in the grievance procedure shall be the maximum.
- (b) If the employee/grievant does not present a written grievance within seven (7) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- (c) If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition of that step and further appeal shall be barred.
- (d) Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level
- (e) All notices of hearings, dispositions of grievances written, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.

- (f) Every effort will be made to process grievances to a satisfactory conclusion by the end of the contract year.
- (g) Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the work day unless the parties agree otherwise.
- (h) The time limits set forth in steps one through three of this Grievance Procedure may be extended by mutual agreement of the Employer, the Union and the employee/grievant.

SECTION 4.4 INFORMAL GRIEVANCE PROCEDURE

(a) A grievance, except as indicated in Section 4.2 (b) aforesaid, shall be first presented to the foreman or immediate supervisor of the employee/grievant in an attempt to resolve the grievance.

SECTION 4.5 FORMAL GRIEVANCE PROCEDURE.

(a) *STEP ONE.* In the event the grievance is not resolved within seven (7) days of the informal complaint, it may be pursued further by submitting, in writing, a completed grievance form, Step 1, in duplicate. Copies of this form shall be submitted by the grievant to the immediate supervisor. Within seven (7) days of the receipt of the Grievance Report form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within seven (7) days after such meeting by completing Step 1 of the Grievance Report form and return a copy to the grievant, the Union and the superintendent.

(b) *STEP TWO.* If an employee/grievant is not satisfied with the disposition of the grievance in Step 1, the employee/grievant shall, within seven (7) days of such disposition, complete Grievance Report form Step 2, and file same with the Director (or his designee) of the City of Euclid who is in charge of the employee/grievant's department and set forth, in detail, the complete facts upon which the grievance is based, who shall, within ten (10) days, meet with the employee/grievant.

Within ten (10) days of this meeting, the Director (or his designee) shall write his disposition of the grievance by completing his portion of the Step 2 form, forwarding a copy to the employee/grievant, the Union and the employee/grievant's supervisor.

(c) *STEP THREE.* If the employee/grievant is not satisfied with the disposition of the grievance at Step 2, the employee/grievant may request a hearing before the Mayor of the City of Euclid (or his designee), by completing Grievance Report Step Three.

(d) The employee/grievant's request for hearing before the Mayor (or his designee) shall be made within five (5) working days following the receipt of the disposition of the Step 2 procedure. The Mayor (or his designee) shall, within seven (7) working days after receipt of the request, set a date for the review of said grievance, and shall have the authority to require all parties to the grievance to appear and give testimony and present any additional facts or

documentation relating to the grievance. The Mayor (or his designee) shall, thereafter within fifteen (15) working days, make a written report to the union and the employee/grievant setting forth its decision, either approving or disapproving the grievance.

(e) If the grievance is not satisfactorily settled at Step 3, the Union or the City may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the City, in writing, of its intent to appeal the grievance. Within ten (10) working days thereafter, the parties' representatives shall meet for the purpose of attempting to mutually agree upon the selection of an arbitrator. If no agreement can be reached, the Union or the City shall notify the Federal Mediation Conciliation Service in writing, of its intent to arbitrate the grievance. Upon written notice of the Union's intent to arbitrate, the FMCS shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen in accordance with FMCS's then applicable rules.

1. *Hearing Time.* The arbitrator shall schedule a hearing within thirty (30) days of appointment, at a time and place convenient to the parties.

2. *Jurisdiction.* The arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement and shall not have the power to modify any of the terms of this Agreement.

3. The failure of the grievant or the Union to meet any time limits provided herein shall serve as a waive of any grievance.

4. *Decision.* The decision of the arbitrator shall be final and binding on both parties, subject only to review by the Court of Common Pleas having jurisdiction over the public employer as provided in Chapter 2711.01, etc. of the Ohio Revised Code.

5. *Costs.* The costs of the arbitrator shall be paid for equally by the City and the Union.

ARTICLE 5 – SENIORITY

SECTION 5.1

Seniority shall be based upon continuous service with the Employer, compiled by time actually spent on the payroll, plus properly approved absences or time laid off, or sick leave, or time in military service, in the Waste Water Department, and not City-wide.

SECTION 5.2

A new employee shall be a probationary employee, without seniority for ninety (90) calendar days, excluding absence, at the end of which period he/she shall be entered in the seniority list as of the first day of his/her employment.

SECTION 5.3

A probationary employee may be disciplined or terminated at the discretion of the

Employer, without recourse to the Grievance Procedure.

SECTION 5.4

Employees who voluntarily resign or are discharged for cause, terminate their seniority.

SECTION 5.5

Recall of employees laid off shall be in the reverse order of layoff for a maximum period of one (1) year after layoff, provided work becomes available.

(a) Employees to be recalled after layoff shall be notified in writing by certified mail at his/her last known address to report back to work and the Employer shall send a copy to the Union, in writing, at the time of recall.

(b) Failure of an employee to report to work within five (5) days from the date of postmark on envelope of the recall notice shall cause loss of employment rights and, thereafter, will not have employment preferences over workers who have not previously been employed by the Employer.

SECTION 5.6

Seniority shall prevail in the promotion and transfer of employees, provided the factors of skill, knowledge and ability to perform the required job duties are relatively equal.

(a) The contents of Section 5.6 herein shall not prohibit the Employer from hiring a new employee for a job requiring such other skilled work as employees with seniority do not possess to the extent necessary to perform the duties competently, after first posting for five (5) days said position for bidding by employees of this unit.

SECTION 5.7

In the event of layoff or recall, selection of employees for layoff or recall shall be based upon his/her seniority within the Waste Water Department.

ARTICLE 6 – COMPENSATION PLAN

SECTION 6.1

The pay or compensation of the City employees occupying positions of employment shall be on the basis of appropriate class ranges of bi-weekly and equivalent hourly rates prescribed for the respective job descriptions or job categories. The appropriate wage rates are set forth in the attached Exhibit A.

SECTION 6.2

Original employment to any position or job defined shall be made at a minimum rate and upon completion of ninety (90) days probationary period he/she shall advance to the next upgraded pay scale in the stated position either being a laborer or job-defined position.

SECTION 6.3 *STARTING RATE ON RETURN FROM MILITARY SERVICE*

Any employee who has been drafted into the active service of the Armed Forces from the City and who subsequently is reinstated to a position previously held by him may be entitled to receive compensation at a rate no lower than that of the rate corresponding to the rate received at the time of entrance into the Armed Forces of the United States.

SECTION 6.4 *STARTING PAY ON CHANGE OF POSITION*

Whenever the Superintendent or his designee Foreman assigns an employee to duty for any duration in excess of eight (8) hours, in a position not normally held by him, he shall receive the maximum rate established for such position.

SECTION 6.5 *RATE ADJUSTMENT TO BE MADE.*

Any adjustment in rate of compensation of any City employee occupying a position in the City's service shall become effective the first day of the pay period in which such adjustment is granted.

SECTION 6.6 *RESPONSIBILITY OF THE MAYOR*

The Mayor or his designee or designees shall be responsible for the administration of the Compensation Plan, including but not limited to, the approval of compensation advancements by the determination of proper compensation rates within the existing ordinance provisions and the preparation of recommendations and initiation of approved revisions of the plan.

SECTION 6.7

Employees of the bargaining unit shall receive the following scheduled rate increases:

Effective January 1, 2012-June 30, 2012:	No change in hourly rates
Effective July 1, 2012:	2% increase in hourly rates
Effective January 1, 2013:	2% increase in hourly rates
Effective January 1, 2014	1% increase in hourly rates

ARTICLE 7 - HOURS OF WORK

SECTION 7.1

The normal work week for all employees in the employment of the City of Euclid shall average forty (40) hours per week and five (5) days. No employee shall be laid off from normal regular hours of employment for the purposes of offsetting overtime or holiday pay.

SECTION 7.2

Overtime paid to employees of the City of Euclid shall be paid at the rate of one and one-half (1½) times the regular hourly rate for work in the excess of eight (8) hours per day or the excess of forty (40) hours per five (5) day week, provided, however, that said hours of work have

actually been worked.

SECTION 7.3

Sick pay, vacations and holidays as provided in this Agreement, shall be counted for purposes of computing overtime.

SECTION 7.4

Employees of the Waste Water Department, scheduled to work on the twelve (12) hour work shift shall be compensated for overtime at a rate of one and one-half (1½) his/her base hourly rate for work in the excess of twelve (12) hours per day or in excess of forty (40) hours per week, provided said employee actually worked said hours.

ARTICLE 8 - OVERTIME REPORTING

SECTION 8.1

In an emergency, reasonable periods of overtime work may be required to meet operational requirements for efficient operation of the employer's facilities and services.

SECTION 8.2

Employees requested to work overtime shall not refuse except for reasons of health, safety, or other reasonable causes.

SECTION 8.3

Employees called into work beyond his/her regularly scheduled shift shall be guaranteed four (4) hours pay at his/her regular hourly rate.

(a) Employees whose work schedule is based on a thirty-six (36) hour week shall be paid one and one-half (1½) times for the hours worked beyond their regular shift.

(b) An overtime roster containing a record of each employee and the number and date of overtime hours worked, shall be maintained by all supervisors at a central department location. This roster will be updated daily and a copy of it will be posted in a conspicuous manner in a central department location. The original roster will be kept in a secure location for review when necessary. For purposes of this roster, employees will be credited with the actual number of overtime hours worked. An employee who is offered but refuses or is unavailable for overtime will be credited on the roster with the number of overtime hours refused. Employees on sick leave, vacation, or personal leave will be considered to be unavailable, but their unavailability will not be credited against them on the roster.

SECTION 8.4

Repeated refusal by any employee to accept emergency overtime work may result in disciplinary action by the Employer, pursuant to Article 24 of this Agreement.

ARTICLE 9 – SHIFT AND SPECIAL LICENSE PREMIUM COMPENSATION

SECTION 9.1 SHIFT PREMIUM

(a) Employees assigned to and actually working the night shift (6:00 p.m. through 6:00 a.m.) shall receive a \$0.65 per hour premium in addition to their regular hourly rate, commencing January 1, 2006. Overtime, if any, for Sundays shall be paid in accordance with Article 7 and 8 of this agreement.

SECTION 9.2 LICENSE PREMIUM

Employees who have obtained the following licenses shall receive the associated premium. Employees shall receive only the premium for the highest license obtained. These premium levels are in effect commencing January 1, 2006.

<u>License</u>	<u>Premium</u>
Class I	\$0.50 per hour
Class II	\$0.70 per hour
Class III	\$1.00 per hour

Employees assigned to and actually working as a Lab Technicians shall receive the designated License Premium:

Lab License Class 1	\$0.30 per hour
Lab License Class 2	\$0.35 per hour
Lab License Class 3	\$0.40 per hour
Lab License Class 4	\$0.50 per hour

SECTION 9.3

Employees assigned to and actually working in the following positions shall receive the designated License Premium:

Plumber	\$0.85 per hour
Electrician	\$0.85 per hour
Boilerman	\$0.85 per hour
Welder	\$0.85 per hour

SECTION 9.4

Any full-time employee who holds a license described in Sections 9.2 or 9.3 shall be entitled to be reimbursed up to a maximum amount of \$100.00 per year for continuing education or renewal costs upon presentation of proper documentation to the superintendent. Any employee who has not yet received a license shall be entitled to be reimbursed up to a maximum of \$100.00 for the cost of books and other preparatory materials necessary to obtain the license upon submission of receipts. No employee shall be entitled to a reimbursement in excess of \$100.00 regardless of the number of licenses held.

ARTICLE 10 - PROBATION AND ADVANCEMENT WITHIN A JOB CATEGORY

SECTION 10.1

After 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 probationary period.

SECTION 10.2

After initial appointment or promotion, as bid by the employee, to an upgraded job category, if said employee does not satisfactorily complete the ninety (90) day probationary period, as determined by management, or he/she becomes dissatisfied with his/her new job as bid during said probationary period, he/she may be reassigned to his/her prior job, if available, or to another job in the department, solely at the discretion of management.

SECTION 10.3

An employee appointed or promoted to an upgraded job category shall not be permitted to bid for other job openings in the department during his/her ninety (90) day probation period in said job category, with the following exception: Shift Operator. However the City may, at its sole and complete discretion, permit a probationary employee to bid on job openings in the Waste Water Department.

SECTION 10.4

When a job vacancy or vacancies occur within the bargaining unit, the Employer will post an announcement of such vacancy or vacancies on all union bulletin boards, no later than five (5) days after vacancy occurs. Said postings shall remain posted for a period of ten (10) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay and the date of the posting and bid deadline data.

Any employee wishing to apply for the posted vacancy must submit his application in writing to the Employer 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 all vacancies.

ARTICLE 11 – COMPENSATION FOR PART-TIME EMPLOYEES

SECTION 11.1

A part-time employee, on a continuing work schedule for less than full-time, but not exceeding thirty (30) hours per week, shall be compensated at the appropriate rate of pay for the position he/she was hired for.

SECTION 11.2

Part-time employees shall not be employed in a full-time permanent position covered by

this Agreement without Employer posting said position, thereby permitting any full-time employee of the department to bid on said position.

SECTION 11.3 EXCLUSION OF BENEFITS

All temporary employees and part-time employees shall be excluded from participating in the following fringe benefits granted to full-time employees of the employer:

- (1) Group Medical Program;
- (2) Group Life Insurance Programs;
- (3) Uniform Allowances;
- (4) Longevity Pay;
- (5) Holiday Pay;
- (6) Vacation;

ARTICLE 12 – HOLIDAYS

SECTION 12.1

The following days are hereby declared holidays for employees in the Waste Water Department:

- The first day of January (New Year's Day)
- The third Monday of January (Martin Luther King Day)
- The third Monday of February (Presidents Day)
- The Friday before Easter (Good Friday)
- The last Monday of May (Memorial Day)
- The Fourth of July (Independence Day)
- The first Monday in September (Labor Day)
- The second Monday in October (Columbus Day)
- The Thursday in November designated as Thanksgiving Day
- The day after Thanksgiving
- The twenty-fourth of December (Christmas Eve)
- The twenty-fifth of December (Christmas Day)
- The Employees Birthday (for members hired on or before December 31, 2012)

When any day declared a holiday falls on a Saturday or Sunday, the following business day shall be considered a holiday. Full-time permanent employees shall not be paid for a holiday by reason of authorized absence on said day.

SECTION 12.2

All members of the bargaining unit hired on or before December 31, 2012 make take four (4) personal days off with pay at their normal hourly rate as holidays at any time during the year, subject to the approval of the department head for the purpose of maintaining a proper schedule so as not to interfere with the daily operation of any department within the City.

All members of the bargaining unit hired on or after January 1, 2013 may take three (3) personal days off with pay at their normal hourly rate as holidays at any time during the year, subject to the approval of the department head for the purpose of maintaining a proper schedule so as not to interfere with the daily operation of any department within the City. During the first year of hire of a member on or after January 1, 2013, personal days provided herein shall be prorated based upon the date of hire as follows:

Date of hire before May 1	= Maximum of 3 days
Date of hire on or after May 1 but before September 1	= Maximum of 2 days
Date of hire on or after September 1	= Maximum of 1 day

SECTION 12.3

Employees of the Waste Water Department who are members of the Teamsters Union shall be paid one day pay for the annual donation to the Teamsters Blood Bank Drive provided they comply with all rules of the Union relating to such donations. In lieu of the preceding and at the employee's option, this day may be taken as a floating holiday scheduled with the approval of the Superintendent.

ARTICLE 13 – VACATIONS

SECTION 13.1

Each full-time member of the bargaining unit shall be entitled to vacation of a duration in accordance with the attached Exhibit B. Vacation pay shall be at the employee's regular hourly rate.

SECTION 13.2 YEARS OF SERVICE

For purposes of this section "Years of Service" shall mean continuous, uninterrupted service, except that authorized paid leave shall not be considered an interruption of service.

SECTION 13.3 VACATION SCHEDULING

An employee shall schedule vacation time in advance and with the approval of his/her department head. Nothing herein shall prohibit the Employer from canceling or rescheduling an employee's vacation, if the operational needs of the affected department so require. It shall be the responsibility of each department head to keep appropriate records of vacation leave earned, scheduled, and taken by employees in their respective departments.

ARTICLE 14 - PAID AND UNPAID LEAVES OF ABSENCE

SECTION 14.1 SICK LEAVE COMPUTATION.

Each member shall earn paid sick leave at the rate of one and one-fourth (1¼) days for each completed month of service. Each full calendar month of service shall be deemed as a completed month.

SECTION 14.2 UNUSED SICK LEAVE

Unused sick leave shall be unlimited in its accumulation.

SECTION 14.3 ACCUMULATION OF SICK LEAVE DURING AUTHORIZED ABSENCE.

Members absent from work on authorized holidays, vacation, sick leave, disability leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty. Members absent from work on any other authorized leave, including family or medical leave, military leave, and other unpaid leave, shall not be entitled to accumulate sick leave during their absence.

SECTION 14.4 USE OF SICK LEAVE.

A member with accumulated sick leave may use such leave only for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, illness in the member's immediate family, or other such circumstances set forth herein. A member absent from work and on sick leave shall inform his/her immediate supervisor of the fact and the reason therefore as soon as possible; the failure to do so no later than the start of his/her shift may be cause for denial of sick leave with pay for the period of absence.

SECTION 14.5 MINIMUM UNITS.

Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.

SECTION 14.6 REQUIRED REPORTS.

Sick leave, with pay, in excess of three (3) consecutive working days, for reason of illness or injury, shall be granted only after presentation of a written, signed statement by the member's physician justifying the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written statement or physician's statement shall be grounds for disciplinary action, including dismissal. Any member fraudulently obtaining or attempting to obtain sick leave, may be subject to discipline up to and including dismissal.

SECTION 14.7 SICK LEAVE CREDIT.

A member who is laid off from their position may, if reappointed within twenty-four (24) months, have available any unused sick leave existing at the time of layoff. A member who

transfers, including promotions and demotions, from one City of Euclid position to another shall retain the unused balance of their accumulated sick leave. A member who was previously employed with another public entity in the State of Ohio may, upon application to their department head, be credited with the unused balance of the sick leave accumulated at their previous public employment provided the time between their previous public employment and their application for credit of previous unused sick leave does not exceed ten (10) years.

SECTION 14.8 RETIREMENT AND DEATH BENEFITS.

The City shall pay to a member who retires from employment with the City of Euclid, or to the estate of a member who dies while an employee of the City, a sum calculated as follows:

(a) The employee's daily rate of pay multiplied by the number of unused and accumulated sick days up to a maximum of one hundred fifty (150) days; plus

(b) Twenty Dollars (\$20.00) multiplied by the number of accumulated and unused sick days in excess of one hundred fifty (150) days.

For purposes of this section only, an employee's daily rate of pay shall be calculated by dividing their bi-weekly rate on their last day of employment by ten (10).

BEREAVEMENT LEAVE

SECTION 14.9

A bargaining unit member who suffers the loss of a member of their immediate family, as defined herein, shall be granted twenty four (24) hours of bereavement leave without loss of pay, benefits, days off, holidays, or vacation time.

SECTION 14.10

Immediate family is defined as: spouse, child, parent, including foster parents and legal guardians, step mother, step father, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchildren, step children, foster children, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, or any other relative permanently domiciled with the employee.

FAMILY AND MEDICAL LEAVE

SECTION 14.11 ENTITLEMENT TO LEAVE.

Any bargaining unit member who has been employed with the City for at least twelve (12) months and has actually worked 1,250 hours during the previous twelve (12) month period, shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period for one or more of the following:

(a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

(b) Because of the placement of a son or daughter with the employee for adoption or foster care.

(c) In order to care for the spouse, or a son or daughter, or parent of the employee, if such spouse, son or daughter, or parent has a serious health condition.

(d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave for the birth or placement of a child with the employee shall expire at the end of the 12-month period beginning on the date of such birth or placement.

SECTION 14.12 DEFINITIONS.

(a) Parent - means the biological parent of an employee or individual who stood in loco parentis to an employee when the employee was a son or daughter.

(b) Serious Health Condition - means an illness, injury, impairment, or physical or mental condition that involves either:

- (1) Inpatient care in a hospital, hospice, or residential medical care facility; or
- (2) Continuing treatment by a health care provider.

(c) Son or Daughter - means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- (1) Under eighteen (18) years of age; or
- (2) Eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability

(d) Spouse - means the husband or wife of an employee, as the case may be.

SECTION 14.13 INTERMITTENT OR REDUCED LEAVE

Leave for the birth or placement of a child shall not be taken intermittently or on a reduced schedule unless approved by the Service Director. Leave taken to care for a spouse, child, or parent with a serious medical condition, or because of a serious medical condition of the employee, may be taken intermittently or on a reduced schedule if medically necessary.

If an employee requests intermittent leave or leave on a reduced schedule, the Service Director may temporarily transfer such employee to an available alternative position for which the employee is qualified, and:

(a) Has equivalent pay and benefits; and

(b) better accommodates recurring periods of leave than the regular employment position of the employee.

Such a temporary transfer shall not be subject to the restrictions and requirements of the Temporary Transfer Article, if any, of this agreement.

SECTION 14.14 SUBSTITUTION OF ACCRUED PAID LEAVE

Any employee electing to take leave under this section and having accrued and unused vacation or personal leave, shall substitute such paid leave for any part of the 12-week period. The remainder of such 12-week period shall be as unpaid leave. For purposes of an employee electing to take leave under this section for a serious health condition of a spouse, child, parent, or the employee, any accrued and unused sick leave shall also be substituted for any part of the 12-week period.

SECTION 14.15 NOTICE REQUIRED FOR FORESEEABLE LEAVE

In any case where leave is to be taken for the birth or placement of a child, the employee shall provide notice to the Service Director not less than thirty (30) days before leave is to begin. In the event the birth or placement requires leave to begin in less than thirty (30) days, notice shall be provided as soon as practicable.

In any case, where leave is to be taken for planned medical treatment of a serious health condition of a spouse, child, parent, or the employee, the employee:

- (a) shall make a reasonable effort to schedule treatment so as not to disrupt unduly the Operation of the employer; and
- (b) shall provide the Service Director with notice not less than thirty (30) days before the leave is to begin, unless treatment requires leave to begin in less than thirty (30) days in which case notice shall be given as soon as practicable.

SECTION 14.16 CERTIFICATION OF A SERIOUS HEALTH CONDITION.

The Service Director may, at his discretion, require a request for leave for a serious health condition of a spouse, child, parent, or the employee to be accompanied by a certification issued by the health care provider. Such certification shall contain at least the following information:

- (a) The date on which the serious health condition commenced;
- (b) The probable duration of the condition;
- (c) The appropriate medical facts within the knowledge of the health care provider regarding the condition which is the basis for the request;
- (d) For purposes of leave to care for a serious health condition of a spouse, parent or child, a statement that the employee is needed for such purpose;
- (e) For purposes of leave because of a serious health condition of the employee, a statement that the employee is unable to perform the functions of his/her position of employment;
- (f) For purposes of intermittent or reduced leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;
- (g) For purposes of intermittent or a reduced leave schedule because of a serious health condition of the employee, a statement of medical necessity and the expected duration of such leave; and
- (h) For purposes of intermittent or a reduced leave schedule because of a serious health condition of a spouse, child, or parent, a statement that the leave is necessary for such care and the expected duration of such leave.

In the event the Service Director doubts the validity of the certification, he may require that the employee obtain a second opinion from a health care provider designated or approved by the City, but not regularly employed by the City. The cost of any such second opinion shall be the responsibility of the City.

In the event the second opinion conflicts with the first opinion obtained by the employee, the Service Director may require that the employee obtain a third opinion from a health care provider designated or approved jointly by the City and the employee. The cost of any such third opinion shall be the responsibility of the City. The opinion of the third health care provider shall be final and binding on both the employee and the City.

The Service Director may require that the employee obtain re-certification on a reasonable basis.

SECTION 14.17 LIMITATIONS.

Any employee whose spouse is also employed with the City of Euclid shall, for purposes of leave for the birth or placement of a child, or to care for a parent with a serious health condition, be entitled only to that amount of leave which, in the aggregate with similar leave taken by the employee's spouse, totals twelve (12) work weeks in any twelve (12) month period.

SECTION 14.18 EMPLOYMENT AND BENEFITS PROTECTION.

Any employee who takes leave under this section shall, upon return to work, be entitled to one of the following at the discretion of the employer:

- (a) to be restored to the position held when leave commenced; or
- (b) to be restored to an equivalent position, as determined by the employer, with equivalent benefits, pay, and terms and conditions of employment.

The taking of leave under this section shall not result in the loss of any employment benefits accrued prior to the date the leave commenced, except that any paid leave used in substitution of unpaid leave, as outlined in Section 3.4, shall not be restored. No employee shall be entitled to accrue seniority or any other employment benefits during any period of leave under the FMLA.

Any employee taking leave under this section shall be entitled to have their health care benefits continued at the level and subject to all the terms and conditions described in this agreement, including any and all co-payments and deductibles.

The City may recover the premium that they paid for maintaining an employee's health plan coverage during any period of unpaid leave if the following conditions are met:

- (a) the employee fails to return from leave after entitlement has expired; and
- (b) the employee fails to return to work for a reason other than (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave, or (2) other circumstances beyond the employee's control.

Nothing in this section shall be interpreted to entitle an employee returning from leave to any right, benefit, or position of employment other than that to which he/she would be entitled to had leave not been taken.

SECTION 14.19: JURY DUTY AND WITNESS DUTY

An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of such service. The employee will receive, as compensation during such leave, the difference between their current salary and the amount of the jury or witness fees received. To be eligible for such leave and compensation, the employee shall notify the Service Director upon receipt of the notice of jury service or the subpoena and shall, after completing service, provide the Service Director a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

SECTION 14.20: MILITARY LEAVE

Any bargaining unit member who is a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or a member of any of the reserve components of the

U. S. Armed Forces shall be entitled to a paid leave of absence when performing military duty for periods not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours in any calendar year. In the event an employee is called to extended military duty, by Executive Order of the President of the United States or an Act of Congress, in excess of the time periods of the preceding sentence, he/she shall be entitled to be paid, during each month of such military duty, the lesser of the following:

- (a) the difference between their gross monthly wages as an employee of the City of Euclid and their gross monthly military wages; or
- (b) five hundred dollars (\$500.00).

However, any employee whose gross monthly military wages exceeds their gross monthly wages as an employee of the City of Euclid, shall not be entitled to any compensation from the City during any period of extended military duty.

SECTION 14.21:

Any bargaining unit member wishing to take leave under this section shall first present to the Service Director the order, or a written statement from the appropriate military commander, authorizing such military duty.

SECTION 14.22: SPECIAL LEAVE – AUTHORIZATION BY MAYOR

The Mayor may authorize special leaves of absence with or without pay for any period or periods not to exceed three calendar months in any one calendar year.

SECTION 14.23

The City Council, upon recommendation of the Mayor, may grant leaves of absences with or without pay in excess of the limitations above for purposes that are deemed beneficial to the City Service.

DISABILITY LEAVE.

SECTION 14.24: LEAVE FOR WORK RELATED INJURY

Any bargaining unit member injured as a result of an on-the-job accident and off work for more than seven (7) calendar days, may have the option of:

- (a) Any employee absent as the result of a job-related illness or injury and who receives compensation under the Workers' Compensation Law of the State of Ohio shall receive only that portion of his regular salary that, together with the payments received under the Workers' Compensation Law, will equal his regular salary at the time the injury is sustained. The City reserves the right to pay to the injury worker wages in lieu of compensation. The City and the Union recognize that wages in lieu of compensation is not appropriate in every workers' compensation claim and therefore the City's payment of same to the injured worker is at the sole option of the City on a claim-by-claim basis. If

wages are paid in lieu of compensation, the claim, if allowed, will be processed as a "lost time" claim as if compensation had been paid so there is no prejudice in any regard to the rights of the injured worker. However, the payment of wages in lieu of compensation by the City shall not be construed as an acceptance of the claim by the City and shall not foreclose the City from exercising its right to contest the allowance of the claim. The City shall timely notify the injured worker, in writing, of the exercise of its option to pay wages in lieu of compensation and, in like manner, of its decision to terminate same.

Any employee receiving compensation under Workers' Compensation who reimburses the Employer for any amount the Employer paid, pursuant to this Article, shall not be charged sick leave for any time he shall be absent because of such job-related illness or injury.

The Employer's payment to an employee under this Article shall continue during the time the employee is receiving payments under the Workers' Compensation Law, but in no event for more than six (6) months from the date of injury. Thereafter, any employee unable to return to work may, at his option, use his accrued sick and vacation leave. If an employee is unable to return to work or if he could demonstrate a need for a further leave of absence, with or without pay, the Mayor, in his discretion, may grant a leave of absence, with or without pay, for a period not to exceed three (3) years. At the completion of the leave, the employee shall be permitted to return to active duty without any loss of seniority.

- (b) Applying for an unpaid leave of absence; or
- (c) Having wages advanced by the City in exchange for a signed wage agreement releasing all payments for Temporary Total Compensation to the City. The employee must also agree to endorse any warrants over to the City. Such wage agreement, if elected by an affected employee, must be signed by said employee at the outset of the employee's period of injury leave. The employee shall not be entitled to sign and implement said wage agreement at a later time; or
- (d) Receiving Temporary Total Compensation payment from the Ohio Bureau of Workers Compensation

The employee shall receive only that portion of his/her regular salary, which, together with the payments received by said employee under the provisions of the Workers' Compensation Law, will equal his/her regular salary at the time the injury was sustained. Such payments shall continue during the time said employee is receiving payments under the provisions of the Worker's Compensation Law, but in no event for more than six (6) months from the date of injury.

SECTION 14.25: PROOF OF CLAIM

Before any payments are made pursuant to the above provisions, the applicant shall furnish and periodically thereafter, upon request, provide satisfactory proof of the amount received by him/her under the Workers' Compensation Act of Ohio to the Service Director.

SECTION 14.26: UNAUTHORIZED ABSENCE

Any bargaining unit member who fails to notify the appropriate supervisor or obtain the proper authorization as required by any of the provisions of this Article, or takes leave for purposes not permitted herein shall be considered absent without leave. All persons absent without leave shall not be paid for the period of their absence and shall be subject to discipline

ARTICLE 15 – EXPENSE REIMBURSEMENT

SECTION 15.1

In the event a bargaining unit member is required to use his/her personal motor vehicle, and such use is approved in advance by their immediate supervisor, such bargaining unit member shall be entitled to submit a statement for reimbursement of expenses within thirty (30) days. Such reimbursement shall be at the rate set by the Internal Revenue Service on January 1 of such year and shall be considered to be total reimbursement for all vehicle-related expenses.

SECTION 15.2

Any bargaining unit member required by the City of Euclid to attend any educational or training seminar or course related to maintaining his/her license shall be entitled to reimbursement of all reasonable expenses incurred. Such reimbursement is contingent upon the full and satisfactory completion of such seminar or course as evidenced by a certificate of satisfactory completion or as determined by the director.

ARTICLE 16 – GROUP LIFE INSURANCE

The City shall provide Twenty Thousand Dollars (\$20,000.00) of life insurance protection for each member of the bargaining unit. The City shall pay 100% of the premium.

ARTICLE 17 – LONGEVITY PAY

SECTION 17.1

Each full-time member of the bargaining unit shall receive an additional salary payment in recognition of service of longevity on or about December 23rd of each year, except that in the event an employee retires during any time prior to December 23rd, such employee's longevity pay shall be pro-rated on the effective date of retirement of the employee for the year of retirement only. Longevity pay shall be computed as a percentage of the employee's base salary in accordance with the following schedule:

Five Years or more	3.5% of Employee's base salary
Ten Years or more	5.0% of Employee's base salary
Fifteen Years or more	6.5% of Employee's base salary
Twenty Years or more	8.0% of Employee's base salary

For purposes of this section an employee's base salary shall be defined as their regular hourly rate multiplied by 2,080. Longevity Payments shall be capped at \$7,500.00 per year.

SECTION 17.2

All employees hired after December 31, 1996 shall not be eligible for longevity pay and shall not be entitled to longevity pay based on prior governmental service.

All employees hired after December 31, 1996, who are not eligible for longevity pay pursuant to Section 18.1, above, shall be entitled to an annual Continuous Service Payment. No continuous Service Payment under this provision is due any employee before December 2004. Continuous Service Payments shall be paid at, or approximately at, the same time the City makes longevity payments. Continuous Service Payments shall be paid in accordance with the following schedule:

Upon completion of Five Years or more of service	\$200.00
Upon completion of Ten Years or more of service	\$250.00
Upon completion of Fifteen Years or more of service	\$300.00
Upon completion of Twenty Years or more of service	\$350.00

In no event shall any employee be entitled to a Continuous Service Payment in excess of Three Hundred Fifty Dollars (\$350.00). No payment due under this provision shall be reduced for any year in which the employee retires, is terminated or laid-off.

ARTICLE 18 – HEALTH BENEFITS

SECTION 18.1

Each full-time employee shall have the option of participating in a group health insurance plan. The Employer shall have the discretionary authority to choose the insurance carrier providing the coverage, so long as the Employer's exercise of that authority does not result in the diminution of the level of services provided to employees on the date of execution of this Agreement.

SECTION 18.2

Under the Employer's health insurance plan, the Employer shall be liable for the entire cost of paying claims, up to the limits of its liability under the plan, as well as the cost of any premiums necessary to obtain coverage by an insurance carrier or provider to ensure payment of all claims beyond those limits. Employees of the bargaining unit shall be liable for the payment of any deductibles and/or co-payments, as described in the plan, for properly submitting claims on a timely basis, and for providing all necessary information for the processing of claims.

SECTION 18.3

The following deductibles and co-payments will be implemented

- (a) A Two Hundred Dollar (\$200.00) annual deductible for individual coverage and a Three Hundred Dollar (\$300.00) deductible for family coverage. (Thereafter the City will pay one hundred percent (100%) of covered claims.)
- (b) For the life of this contract, the employee will be responsible for a co-payment of Five Dollars (\$5.00) for generic prescription drugs, Twelve Dollars (\$12.00) for prescription drugs included on the Preferred Formulary Drug List. The employee will be responsible for a co-payment of Twenty Five Dollars (\$25.00) for name brand prescription drugs that are not on the Formulary Drug List, except for Lifestyle Prescription Drugs for which the employee will be responsible for a co-payment of Thirty Dollars (\$30.00). The employee will be responsible for a co-payment of Twenty Dollars (\$20.00) for each visit to a doctor office, urgent care facility or walk-in care facility. The employee will be responsible for a co-payment of Fifty Dollars (\$50.00) for each emergency room visit. This co-payment will be waived if the employee is admitted to the hospital directly from the emergency room.
- (c) Effective January 1, 2013, in addition to deductible levels set forth in (a), above, and co-payments required by (b), above, both of which shall remain in full force and effect, the employee shall contribute One Hundred Twenty Five Dollars (\$125.00) per month for individual coverage and One Hundred Fifty Dollars (\$150.00) per month for family coverage. Said contributions shall be directly withheld from the employee's bi-weekly pay, one-half (½) from each of the first two pays of each month.

SECTION 18.4

The self-insured PPO plan shall provide for the Employer's payment of all costs incurred for any necessary and reasonable medical and hospital treatment of injuries and illnesses sustained or experienced by dependent children of bargaining unit employees, who attend colleges and universities located outside a 100-mile radius of the City of Euclid.

SECTION 18.5

Each full-time employee of the bargaining unit shall have the option of participating in a group dental plan, on either an individual or family basis. The Employer shall be solely liable for the payment of the premiums necessary to provide either individual or family coverage for the employees of the bargaining unit, subject to the employees being solely liable for the payment of any deductibles or co-payments, required under the plan.

SECTION 18.6

Each full-time bargaining unit employee shall have the option of participating in a group vision care plan, on either an individual or family basis. The Employer shall be solely liable for the payment of the premiums necessary to provide either individual or family coverage for employees of the bargaining unit, subject to the employees being solely liable for the payment of any deductibles or co-payments required under the plan.

SECTION 18.7

All employees shall be eligible to participate in a health care savings plan, known as a Section 125 Plan. Participation levels, annual limits and plan costs may be adjusted on an annual basis with notice to employees prior to program changes.

ARTICLE 19 - GENERAL SAFETY PROVISIONS

SECTION 19.1

The Employer may reasonably make provisions for the health and safety of the full-time employees in all the various departments in the City of Euclid.

SECTION 19.2 SAFETY COMMITTEE.

A Safety Committee shall be appointed by the Mayor, consisting of three (3) members as follows:

- (a) One member of the bargaining unit;
- (b) One member of the Employers Insurance Department;
- (c) one member from the Employers Administrative Staff.

SECTION 19.3 DUTIES OF THE SAFETY COMMITTEE

The Safety Committee shall meet at least once a month to review overall safety programs established for the employees in the various departments of the City of Euclid. The Safety Committee shall promulgate rules and regulations for the employees to follow which shall protect the employee's general safety, health and welfare.

ARTICLE 20 – UNIFORMS

SECTION 20.1

The City shall no longer provide uniforms for employees of this bargaining unit, but shall continue to provide a means for employees to wash their uniforms.

SECTION 20.2

Each employee shall receive the following uniform, uniform maintenance and work/safety shoe or boot allowance during the contract period:

2012	\$1,000.00
2013	\$1,250.00
2014	\$1,250.00

Employees shall be required to purchase and to maintain their own uniforms with this allowance and shall purchase uniforms consistent with that type and nature previously provided by the City. Employer shall have the right to require employees to be property attired for work

ARTICLE 21 – EMPLOYEE RIGHTS

SECTION 21.1 REPRESENTATION.

The employees of the City of Euclid have the right to be represented by a union of their choice, pursuant to the procedures set forth in Ohio Revised Code Section 4117.01, et seq.

SECTION 21.2

Each employee of the City of Euclid shall have the right to refuse to join a union without coercion by the Employer or the union representing other employees in the department.

SECTION 21.3

Each employee has the right to the same fair and impartial treatment by the Employer, whether or not he is a union member, consistent with the terms and conditions of this Agreement and the Ohio Revised Code Section 4117.01, et seq.

SECTION 21.4

Each employee who is a member of a union representing him/her as a member of the bargaining unit has the option to authorize the deduction of his/her union dues from his/her earnings. Said deductions shall be effective upon employee's written authorization to the City of Euclid Finance Department.

SECTION 21.5

An employee may request an opportunity to review his personnel file and may submit memoranda to a management representative to be included in his file stating his position on any job evaluation report.

SECTION 21.6

Each employee who is a member of the Euclid Civil Service Employee's Credit Union, Operating Engineers Federal Credit Union and Teamsters Credit Union has the option to authorize his deductions from his/her pay and have same remitted to the Credit Union. Said deductions shall be effective upon employee's written authorization given to the City of Euclid Finance Department

ARTICLE 22 – MANAGEMENT RIGHTS

SECTION 22.1

The Union recognizes that the City shall have the right to run the City and take any action it considers necessary and proper to effectuate any management policy express or implied, except as expressly limited under this agreement. Nothing in this Article shall be construed to restrict or to limit any management authority.

SECTION 22.2

Except as limited under this agreement, the management rights include, but are not limited to, the right: to manage and direct employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, reprimand, suspend, discharge, or

discipline; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to determine the City's goals, objectives, programs and services; and to utilize personnel in a manner determined by the City to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty or to transfer employees among City sites or between jobs; to promulgate and enforce work rules, City orders, policies and procedures; to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime and the amount of overtime required; to determine the City's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the location of computers, satellites, and other facilities and equipment of the City; and to do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the administration.

SECTION 22.3

In addition, unless otherwise restricted by an express term of this agreement, all rights are exclusively reserved by the City. Further, the exercise of any enumerated or reserved management rights shall not be subjects of negotiation, during the term of this agreement, either with respect to the decision or its effects.

ARTICLE 23 – UNION BUSINESS

SECTION 23.1

A union who has been elected by the employees of the City of Euclid, Waste Water Department, to represent them as their agent for the bargaining unit shall have the right to expect those employees who are dues-paying members to conform to and be subject to the union's constitution and by-laws.

SECTION 23.2 UNION SECURITY.

The City agrees to deduct each month from each employee's earnings the monthly dues in an amount certified to be current by the secretary/treasurer of the Union upon written authorization of each employee who is a member of the Union.

- (a) The Union agrees to hold the City harmless in any and all lawsuits arising in law or equity from deduction and use of union dues, fees or assessments collected from its members through the check off system and paid over to the Union by the City of Euclid's Finance Department
- (b) Pursuant to Ohio Revised Code, Section 4117.09 (c), non-union employees of this department, not previously grand fathered, and covered by this contract, shall be required to pay a fair share fee to the Union, or in the alternative, to a recognized religious or non-profit organization exempt from taxation, pursuant to Section 501(c)(3) of the United States Internal Revenue Code.

SECTION 23.3

There shall be no discrimination, restraint, or coercion by the Employer against any employee for his/her recognized normal and reasonable activities on behalf of or membership to the Union. These activities shall in no way interfere with the effective and efficient operation of the department or services to the citizens of the City of Euclid.

SECTION 23.4

Union activities shall be permitted on City property only when these activities do not interfere with the effective and efficient operation of the department. The Mayor or his designee shall have the sole and exclusive authority in determining if the activities interfere with the operation of the City of Euclid.

SECTION 23.5

Union members will be allowed time off, without pay, to participate in recognized and reasonable activities of the Union, when in the opinion of the Mayor or his designee, the absence of the employees will not jeopardize the operation of the department or City services.

SECTION 23.6 BULLETIN BOARD SPACE.

The Union will be allowed to place one (1) bulletin board for their use, the same to be designated by the Director or supervisor of the department.

SECTION 23.7

The Union agrees that its members shall comply with all the department rules, regulations, directions, policies, standards, operational procedures, etc. regarding their conduct and work performance.

SECTION 23.8 SHOP STEWARD

Shop Stewards shall be appointed in the exercise of their duties by the exact terms and conditions of the Union's Constitution and by-laws, or by subsequent changes made by appropriate action of the Union. It shall be the duty of each and every steward, when appointed, to familiarize himself/herself with the terms and conditions of this Contract.

SECTION 23.9 NO STRIKE - NO LOCKOUT

The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike. For purposes of this section, "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in wages, hours, terms and conditions of employment for the duration of this Contract or any extension thereof. The City shall not lock out any employee for the duration of this Contract.

ARTICLE 24 – DISCIPLINE

SECTION 24.1

The City of Euclid believes that all employees should be encouraged to work to the fullest extent of their ability. In an effort to keep the public trust and assist employees in working to the utmost of their ability, the City of Euclid will progressively discipline employees who violate any of the work rules set forth in Exhibit C.

A system of progressive discipline is administered in steps, with each step becoming more severe. The four (4) steps in the disciplinary process are:

- (a) Verbal Warning and Cautioning
- (b) Written Reprimand
- (c) Suspension
- (d) Discharge

The City of Euclid has the sole discretion of determining what level of discipline will be utilized depending on the seriousness of the incident. The above outline of the procedures in no way requires the City to handle an employee's first offense with a verbal warning or cautioning.

SECTION 24.2 VERBAL WARNING AND CAUTIONING.

For most first offenses or violations of work rules, the employee will meet with his/her supervisor and discuss the violation. The employee shall have the right to have a Union representative present, upon request. The supervisor will explain how the employee's action or inaction violated the rule and will caution and counsel the employee on what corrective action needs to be undertaken. After that meeting the supervisor will make a written notation to the employee's file indicating that a verbal warning has been given, the date of the meeting, a short synopsis of the violation and what corrective action or steps have been discussed.

SECTION 24.3 WRITTEN REPRIMAND.

If the employee continues to violate the same rule for which the employee was previously given a verbal warning, if the employee violates new rules, or if the seriousness of the situation warrants it, an employee will receive a written reprimand. The supervisor will send the employee correspondence indicating the nature of the violation and, if appropriate, outlining the type of corrective action that needs to be undertaken by the employee. The written reprimand will be placed in the employee's file.

SECTION 24.4 SUSPENSION.

If the employee continues to violate rules in which he/she has previously received a written reprimand, if new violations occur after receipt of previous written reprimands, or if the situation warrants more serious action, an employee may be suspended from duty without pay for a length of time to be determined by the City. Prior to any suspension an employee will receive a pre-disciplinary hearing from his/her director. Upon notice of a violation of the work rules that may warrant a suspension, the employee's immediate supervisor will notify the director of the situation. The director will initiate an investigation of the incident. If the investigation reveals that a suspension may result, the director will notify the employee in writing that a pre-disciplinary hearing will be held with the director at a designated time and place. The notification will outline the possible rule violations that have occurred. The employee has the option to have a Union representative attend the conference with him/her and speak on the employee's behalf. At the conference the employee will be given the opportunity to explain the situation and give reasons for his/her conduct. At the conclusion of the conference, the director has three (3) working days in which to notify the employee of any suspension. The employee will receive a written letter indicating the disposition of the charged violations and the length of the suspension without pay. A copy of said letter will be placed in the employee's file and will be forwarded to the Human Resources Office and the Civil Service Commission.

SECTION 24.5 DISCHARGE

In the event the employee has not corrected behavior previously dealt with in any of the above steps or if the infraction is of a serious and/or grave nature, an employee may be discharged. Before an employee may be discharged, the pre-disciplinary procedure outlined in the Suspension section above must be followed.

SECTION 24.6

Each disciplinary action shall remain effective in the employee's personnel file for twelve (12) months after the date of its issuance.

ARTICLE 25 - REOPENING OF CONTRACT

SECTION 25

Either party hereby desirous of making changes or modifications in this Contract shall notify the other party pursuant to the requirements set forth in the permanent rules of the State Employment Relations Board, No. 4771-9-02, except, that the parties by mutual agreement may extend the time table set forth in Ohio Revised Code Section 4117.

ARTICLE 26 – PERSONNEL

SECTION 26 POSITIONS OF EMPLOYMENT

Positions of employment as employees of the Waste Water Department are set forth in Exhibit s D through V attached hereto and shall include positions specified in the job descriptions or categories and are incorporated herein by reference.

ARTICLE 27 – RESIDENCY QUALIFICATIONS

All bargaining unit employees shall be permitted to reside within one hour from Euclid City Hall.

ARTICLE 28 – PHYSICAL AND AGE REQUIREMENTS

The employer shall have the right to promulgate reasonable requirements of a prospective employee to meet certain physical and age standards as a pre-requisite to permanent employment with the City of Euclid.

ARTICLE 29 – DRUG AND ALCOHOL TESTING

SECTION 29.1 POLICY STATEMENT

Both the City and the Union recognize that Alcohol and Drug Abuse are threats to the public safety and to the employees. Thus, the employer will take the necessary steps, including alcohol and drug testing, to eliminate alcohol and drug abuse. The goal of this policy is that of education, prevention, and rehabilitation, rather than discipline and termination. Employees who believe they have a dependency problem, even if it is in the early stages, are encouraged to seek diagnosis and follow through with treatment that may be prescribed by qualified professionals, in order to eliminate the problem, as early as possible. The same benefits and insurance coverages that are provided for all other diseases under the City's insurance programs will be available for individuals who accept medically approved treatment for alcohol and drug dependency.

SECTION 29.2 JOB SECURITY.

It will be the responsibility of the employer to implement this policy and to assure that no person with an alcohol or drug dependency problem will have his/her job security or promotional opportunities jeopardized by a request for diagnosis or treatment. The decision to request a diagnosis and to accept treatment for alcohol and drug dependency is the personal responsibility of each employee. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance and/or discipline. Persons participating in the alcohol or drug dependency program will be expected to satisfy existing job performance standards and established work rules.

SECTION 29.3 CONFIDENTIALITY.

It is imperative that all employees recognize and preserve the confidential nature of the medical records of employees with alcohol and drug dependency problems. If any employee feels that alcohol or drugs have become a problem that is reflected in their work performance, he/she is strongly urged to speak to his/her immediate supervisor.

SECTION 29.4 DISCLAIMER.

Nothing in this statement of policy is to be interpreted as constituting a waiver of the department's responsibility to maintain discipline or its right to take disciplinary actions, in case of poor performance or misconduct that may result from alcohol and drug dependency.

SECTION 29.5 BASIS FOR TESTING

Employees may be tested for alcohol and drug related impairment, under any of the following conditions:

- (a) Where there is reasonable suspicion to believe that the employee is under the influence of, or their job performance is impaired by, either alcohol or drugs. Such reasonable suspicion must be based on objective facts or specific circumstances found to exist that present a reasonable basis to believe that the employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion may include, but are not limited to, poor work performance, high level of sick time usage, unusual behavior or actions, involvement in an on-the-job accident resulting in personal injury or property damage, or involvement in a traffic accident while operating a City vehicle, where circumstances raise a question concerning the existence of alcohol use or drug abuse by the employee. The listing of these examples are not intended to exclude other situations that may give rise to reasonable suspicion of being under the influence of, or using or abusing, alcohol or drugs.

- (b) After participation in an alcohol or drug abuse rehabilitation program, an employee shall be required to undergo three (3) urine tests, within the one (1) year period starting with the employee's completion of the program.

SECTION 29.6 ORDER FOR TESTING.

If an employee is reasonably suspected of being under the influence of, or using or abusing alcohol or drugs, it shall be reported to the employee's Director or Chief and he shall determine if alcohol or drug testing is warranted. If it is determined by the Director/Chief that the testing is warranted, he shall issue the order requiring that the test be taken. Nothing in this section shall prevent an immediate supervisor, or the Director/Chief, from issuing the order that the test be taken if they reasonably suspect an employee to be under the influence of alcohol or drugs. The individual first reporting to the superintendent in charge shall give their reasons for doing so, in writing, to the superintendent in charge, as soon as possible. This report shall be confidential, but a copy given to the affected employee, if requested, and shall be released to any person designated by the affected employee.

SECTION 29.7 TESTING PROCEDURES

Specimen collection shall occur in a secure and private room and shall be witnessed by a person of the same sex as the donor-employee. Specimen samples shall be sealed, labeled against the identity of the employee to ensure the results match the employee tested, and stored in a secure and refrigerated atmosphere, until tested or delivered to the testing laboratory. Prior to submitting the sample, the employee will be required to complete a form indicating all drugs currently being taken and any toxic substances he may have come in contact with. If alcohol abuse is suspected, the employee may submit to a Breathalyzer Test, to be administered by an operator licensed through the State of Ohio, Department of Health, if he so desires.

ARTICLE 30 – INCENTIVES

SECTION 30.1

The Employer agrees to pay the course fee incurred by an employee who attends, completes and obtains certification of satisfactory completion from the school or training facility attended at the request of the Employer, or by mutual agreement of Employer and employee.

SECTION 30.2

Said schooling and training must be directly related to the enhancement of employee's work assignment and/or his/her job description.

ARTICLE 31 – SUBCONTRACTING/PRIVATIZATION

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the City agrees that no employees shall be laid off and no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, privatized, assigned or conveyed in whole or in part to any other company, plant, person, or non-unit employees, unless otherwise provided in the Agreement.

Any disagreements or violation of this article shall be resolved through final and binding arbitration, notwithstanding Section 4.5 (e) of this Agreement.

ARTICLE 32 - LEGAL REFERENCES

This Agreement is subject to all applicable and existing or future laws or regulations of the State of Ohio, including applicable and existing or future laws or regulations of the City of Euclid. Should any part of this Agreement be invalid by operation of law existing or promulgated in the future, or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written notice by either party, the parties to this contract shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Contract by good faith negotiations.

ARTICLE 33 - TERM OF CONTRACT

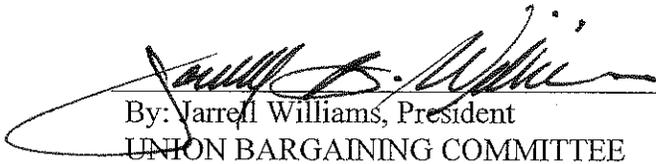
This Contract shall become effective on the 1st day of January, 2012, and shall remain in full force and effect until the 31st day of December, 2014.

Pursuant to Ohio Revised Code Section 4117.01, et seq., if either party to this labor Contract does not request changes or modifications, then all of the terms and conditions of this Contract shall remain in full force and effect and be binding upon both parties hereto, and may be renewed from year to year thereafter.

IN WITNESS WHEREOF, the parties hereto, being the City of Euclid and Teamsters Local 244, hereby execute this Agreement this 14th Day of March, 2013.

CITY, COUNTY & WASTE PAPER DRIVERS
UNION LOCAL NO. 244 AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

EMPLOYER:
THE CITY OF EUCLID



By: Jarrell Williams, President
UNION BARGAINING COMMITTEE



By: Bill Cervenik, Mayor

EXECUTION OF THIS CONTRACT BY CITY OF EUCLID OFFICIALS has been authorized by the Euclid City Council in full session, pursuant to Resolution No.3-2013 passed on the 7th day of January, 2013.

APPROVED AS TO FORM



Director of Law of the
City of Euclid, Ohio

EXHIBIT A

The following schedule shall describe the wage rates paid to each designated position:

<u>Position</u>	<u>Effective</u>	<u>Hourly</u>
Assistant Superintendent	1/1/2012 – 6/30/2012	\$31.68
	7/1/2012 – 12/31/2012	\$32.31
	2013	\$32.96
	2014	\$33.29
Plant Manager	1/1/2012 – 6/30/2012	\$30.24
	7/1/2012 – 12/31/2012	\$30.84
	2013	\$31.46
	2014	\$31.77
Compliance Manager	1/1/2012 – 6/30/2012	\$30.24
	7/1/2012 – 12/31/2012	\$30.84
	2013	\$31.46
	2014	\$31.77
Lab Manager/Pretreatment Coordinator	1/1/2012 – 6/30/2012	\$26.91
	7/1/2012 – 12/31/2012	\$27.45
	2013	\$31.46
	2014	\$31.77
Secretary	1/1/2012 – 6/30/2012	\$16.15
	7/1/2012 – 12/31/2012	\$16.47
	2013	\$16.80
	2014	\$16.97
Plumber	1/1/2012 – 6/30/2012	\$25.20
	7/1/2012 – 12/31/2012	\$25.70
	2013	\$26.21
	2014	\$26.47
Laborer (Plants A & B)	1/1/2012 – 6/30/2012	\$18.34
	7/1/2012 – 12/31/2012	\$18.71
	2013	\$19.08
	2014	\$19.27

Laboratory Technician I	1/1/2012 – 6/30/2012	\$18.96
	7/1/2012 – 12/31/2012	\$19.34
	2013	\$19.73
	2014	\$19.93
Laboratory Technician II	1/1/2012 – 6/30 2012	\$20.01
	7/1/2012 – 12/31/2012	\$20.41
	2013	\$20.82
	2014	\$21.03
Laboratory Technician III	1/1/2012 – 6/30/2012	\$22.02
	7/1/2012 – 12/31/2012	\$22.46
	2013	\$22.91
	2014	\$23.14
Laboratory I.P.	1/1/2012 – 6/30 2012	\$23.71
	7/1/2012 – 12/31/2012	\$24.18
	2013	\$24.66
	2014	\$24.91
Mechanical Maintenance (Lead Man)	1/1/2012 – 6/30/2012	\$26.64
	7/1/2012 – 12/31/2012	\$27.17
	2013	\$27.71
	2014	\$27.99
Maintenance Mechanic I	1/1/2012 – 6/30/2012	\$21.43
	7/1/2012 – 12/31/2012	\$21.86
	2013	\$22.30
	2014	\$22.52
Maintenance Mechanic II	1/1/2012 – 6/30/2012	\$21.96
	1/1/2012 – 12/31/2012	\$22.40
	2013	\$22.85
	2014	\$23.08
Maintenance Mechanic III	1/1/2012 – 6/30/2012	\$22.74
	7/1/2012 – 12/31/2012	\$23.19
	2013	\$23.65
	2014	\$23.89
Electrician I	1/1/2012 – 6/30/2012	\$26.56
	7/1/2012 – 12/31/2012	\$27.09
	2013	\$27.63
	2014	\$27.91

Electrician II	1/1/2012 – 6/30/2012	\$25.20
	7/1/2012 – 12/31/2012	\$25.70
	2013	\$26.21
	2014	\$26.47
Truck Driver	1/1/2012 – 6/30/2012	\$20.49
	7/1/2012 – 12/31/2012	\$20.90
	2013	\$21.32
	2014	\$21.53
Shift Operator	1/1/2012 – 6/30/2012	\$22.58
	7/1/2012 – 12/31/2012	\$23.03
	2013	\$23.49
	2014	\$23.72
A-1 Operator	1/1/2012 – 6/30/2012	\$21.49
	7/1/2012 – 12/31/2012	\$21.92
	2013	\$22.36
	2014	\$22.58
Operator	1/1/2012 – 6/30/2012	\$21.21
	7/1/2012 – 12/31/2012	\$21.63
	2013	\$22.06
	2014	\$22.28

EXHIBIT B

VACATIONS DURATION

1. Each full-time bargaining unit member may take up to two (2) weeks of vacation, with pay, after completion of his/her first year of service and each year thereafter.
2. Each full-time bargaining unit member who has completed five (5) years of continuous service may take up to three (3) weeks of paid vacation per year.
3. Each full-time bargaining unit member who has completed ten (10) years of continuous service may take up to four (4) weeks of paid vacation per year.
4. Each full-time bargaining unit member who has completed fifteen (15) years of continuous service may take up to five (5) weeks of paid vacation per year.
5. Each full-time bargaining unit member who has completed twenty (20) years of continuous service may take up to six (6) weeks of paid vacation per year.
6. Steps 4 and 5 of this Section shall not apply to those members of the bargaining unit hired on or after January 1, 2013. For those members, Steps 1, 2 and 3 shall provide the entire scope of Vacation – Duration.

EXHIBIT C
WORK RULES

1. Employees shall be courteous and helpful in all dealings with the public.
2. Employees shall notify their supervisor of any and all absences from work. It is the responsibility of the employee to notify the supervisor no later than thirty (30) minutes before the start of the work day of the absence. For purposes of this disciplinary rule, any failure by the employee to be at his/her assigned job will be considered an absence from work including, but not limited to, the failure to arrive on time at the start of his/her scheduled shift, the failure to timely return from an authorized break, starting a break before the authorized time, or leaving work before the end of one's shift.
3. Employees shall not sleep during working hours.
4. Employees shall not leave work during regular working hours without proper authorization from their supervisor.
5. Employees shall not use any City equipment or property for their personal use.
6. Employees shall not report for work or work while unfit for duty. The term "unfit for duty" includes but is not limited to reporting for work under the influence of alcohol or other intoxicating substances, including drugs and prescription medications.
7. Employees shall use reasonable care in the use or operation of City property or equipment
8. Employees shall immediately report all accidents, injuries or equipment damage to their supervisor.
9. Employees shall cooperate in all investigations of accidents.
10. Employees shall not give false testimony during a complaint or grievance investigation or a pre-disciplinary hearing or any other official hearing or any investigation.
11. Employees shall observe and follow all departmental rules.
12. Employees shall not obligate the City for any expense, or make verbal promises of service or performance, without authorization.
13. Employees are prohibited from posting or removing any written or printed notices or signs from bulletin boards without authorization.

14. Employees shall treat all supervisors and co-workers in a polite and respectful manner and shall not use abusive or profane language.
15. Employees shall maintain all required standards of performance as set by the supervisors.
16. Employees shall not possess, sell, purchase, or use unprescribed controlled substances or alcohol at work.
17. Employees shall not perform private work on City time or use City equipment or supplies for non-City work.
18. Employees shall not be absent from work without leave.
19. Employees shall not threaten, intimidate, coerce or interfere with supervisors or co-workers.
20. Employees shall observe and follow all official safety rules and practices.
21. Employees shall not wantonly or willfully neglect to perform assigned duties nor abuse or deliberately destroy City property or equipment or any property of co-workers.
22. Employees shall not sign or alter other employees time cards or sign in sheets or improperly alter their own.
23. Employees shall not make false claims or misrepresentations in an attempt to obtain any City benefit.
24. Gambling is prohibited during working hours or on City property.
25. Fighting is prohibited during working hours or on City property.
26. Employees shall not carry or possess firearms, explosives or weapons on City property or on City time, unless specifically required by his/her supervisor.
27. Employees shall not misuse or remove City records or information without prior authorization.
28. Dishonesty or any dishonest act is prohibited. Examples of what is meant by "dishonesty" or "dishonest act" are: theft; pilfering; opening other employees' desks without authorization; making false statements to secure an excused absence or to justify an absence or tardiness; making or causing to be made inaccurate or false reports concerning any absence from work. The foregoing are examples only and do not limit the terms "dishonesty" and "dishonest act". Employees shall not be insubordinate by

refusing to perform assigned work or by failing to comply with written or verbal instructions of the supervisors.

29. Employees are expected to wear proper attire to work in order to promote a neat and professional appearance to the public. Revealing or athletic clothing is not permitted since it does not project a neat, professional appearance. Proper attire shall be determined solely at the discretion of the employee's supervisor and/or director.
30. Abuse of sick leave shall be grounds for disciplinary action. Abuse of sick leave shall be defined as the unauthorized use of sick leave or use without good and reasonable cause which shall be evidenced by a pattern of calling off sick on Fridays, Mondays, and days immediately preceding or following scheduled holidays, vacations, and personal days.
31. All employees who are off on sick leave for more than three consecutive days may not return to work without first supplying their immediate supervisor or director with a doctor's excuse explaining the absence.
32. Employees may not engage in outside private employment without first obtaining written approval from their director and/or the Mayor, which approval shall not be unreasonably denied.
33. All employees are required to notify the Human Resources Office and their director of any changes to their residence address and telephone number.
34. The conviction of any employee of a felony may result in immediate dismissal regardless of whether the underlying offense occurred during working hours.
35. The conviction of any employee of a misdemeanor offense may result in disciplinary action up to and including discharge regardless of whether the underlying offense occurred during working hours.
36. Misfeasance or malfeasance in office are grounds for disciplinary action. An example of "misfeasance" or "malfeasance" is the failure, whether by commission or omission, to properly discharge the duties of the employees' position whether or not such failure is intentional or not.
37. Incompetency, inefficiency and neglect of duty are grounds for disciplinary action up to and including discharge.

EXHIBIT D
WASTE WATER TREATMENT PLANT
JOB DESCRIPTION
CERTIFIED PLUMBER

Installs, alters, removes, or repairs the pipes, fixtures, or other apparatus necessary either for supplying water, or for removing liquid and water-borne wastes, or both.

Installation of fixtures, drainage, vent and water-supply systems.

Installs gas piping and connections. Testing of the same.

Installs and connects gas-fired appliances.

Installs air piping and connects. Testing of the same.

Installs steam, vapor and hot water boilers and systems.

Services all heating boilers.

Installs steam condensate pumps, hot water heating circulators.

Installs domestic hot water circulators.

Installs sump pumps.

Installs interceptors and separators.

Installs piping for sealing water pumps.

Installs piping for sludge pumps.

Installs effluent water pumps.

Cleans out pipes and related tasks.

Works closely with Lead-Man (maintenance and supervises personnel).

License in back flow prevention.

EXHIBIT E

WASTE WATER TREATMENT PLANT

JOB DESCRIPTION

PLUMBER

Installs, alters, removes, or repairs the pipes, fixtures, or other apparatus necessary either for supplying water, or for removing liquid and water-borne wastes, or both. Installation of fixtures, drainage, vent, and water-supply systems.

Installs gas piping and connections. Testing of the same.

Installs and connects gas-fired appliances.

Installs air piping and connects. Testing of the same.

Installs steam, vapor and hot water boilers and systems.

Services all heating boilers.

Installs steam condensate pumps, hot water heating circulators.

Installs domestic hot water circulators.

Installs sump pumps.

Installs interceptors and separators.

Installs piping for sealing water pumps.

Installs piping for sludge pumps.

Installs effluent water pumps.

Cleans out pipes and related tasks.

Works closely with Lead-Man (maintenance and supervises personnel).

EXHIBIT F
WASTE WATER TREATMENT PLANTS A & B
JOB DESCRIPTION
LABORER

Performs any combination of tasks such as the following:

Cleans equipment such as bar screens, comminutors, and weirs. Lubricates machinery. Drives, loads, and unloads trucks; spreads sand, gravel, and dirt. Paints (rough) and performs other minor maintenance. Digs and refills ditches. Cleans drains, ditches, and culverts. Cuts grass, weeds, and brush, trims trees and bushes; rakes grass, leaves and trash; seeds and cares for lawn and ornamental plantings. Removes snow and ice from walkways, driveways and equipment. Collects and disposes of trash. Washes and cleans vehicles, tools, and equipment. Carries or holds material, supplies or tools to assist operating and/or maintenance personnel. Also, any jobs requested by Maintenance Manager.

EXHIBIT G
WASTE WATER TREATMENT PLANT
JOB DESCRIPTION
LABORATORY TECHNICIAN

Perform any combination of routine laboratory and/or field tasks such as the following:

Collects plant, industrial, and biological samples such as influent, effluent, partially treated wastewater, process, sludge by-products and environmental contaminants. Assembles instruments and equipment for analytical or research work. Prepares chemical and bacteriological media, stains, reagents, and test solutions routinely used in laboratory. Operates equipment and conducts tests as directed. Maintains test result records, prepares data sheets. Prepares or assists in preparation of reports. Cleans, maintains, and stores instruments and equipment. Maintains inventory and orders supplies. Performs custodial duties in laboratory. Subject to be called in during off duty hours. Any other duties assigned by Plant Manager or Laboratory Manager.

EXHIBIT H

WASTE WATER TREATMENT PLANT

JOB DESCRIPTION

MECHANICAL MAINTENANCE LEAD-MAN

Directs mechanical maintenance crew in performance of wide variety of maintenance and repair tasks on machinery, equipment buildings and structures. Duties include any combination of tasks such as the following:

Assigns tasks to maintenance crew. Directs and/or participates in maintenance and repair tasks as required. Instructs maintenance personnel on routine and emergency tasks. When in his judgment any one of the employees under his supervision is not capable of performing his/her duties, he/she shall be relieved of duty and sent home. Further, he shall make a written report of the incident to the Plant Manager and Service Director, with a copy to be inserted in the employee's personnel file, within forty-eight (48) hours of such disciplinary action. Consults superiors regarding preventive maintenance program. Establishes and operates preventive program. Inspects plant and mechanical equipment for malfunctions and needed repairs. Determines repair methods. Consults with superior and/or manufacturer's representatives on difficult or complicated repairs. Keeps maintenance records. Works with shift operators and related personnel. Willing to work with Plant Manager and Service Director in all phases of Waste Water Treatment to insure proper operation of plant and personnel.

EXHIBIT I

WASTE WATER TREATMENT PLANT

JOB DESCRIPTION

MAINTENANCE MECHANIC I

Performs or assists in performance of preventive maintenance and repairs on mechanical and electro-mechanical machinery and equipment, under direction of Mechanic II, Foreman, or Supervisor. Maintains buildings, structures, and grounds. Duties include any combination of tasks such as following:

Lubricates motors and equipment and checks for malfunction. Replaces packing in pumps and valves. Replaces bearings in motors, pumps, and other equipment. Adjusts bar screens, comminutors, and weir plates, and other duties as the Supervisor deems necessary, cleaning, maintenance, etc. Installs and sets up new equipment. Uses gas and/or arc welding equipment to heat, cut, braze, or weld. Assists Mechanic II and/or Foreman on difficult or highly complicated maintenance or repair tasks. Assists in keep maintenance records.

EXHIBIT J

WASTE WATER TREATMENT PLANT

JOB DESCRIPTION

MAINTENANCE MECHANIC II

Performs preventive maintenance and repairs on mechanical and electro-mechanical machinery and equipment, under general direction of superior. Maintains buildings, structures, and grounds. Duties include any combination of tasks such as following:

Lubricates equipment and checks for malfunctions. Replaces packing in pumps or valves.

Replaces bearings in motors, pumps, and other equipment. Adjusts bar screens, comminutors, and weir plates. Uses gas and/or arc welding equipment to heat, cut, braze or weld. Relines incinerator with firebrick. Installs and sets up new equipment. Assists in keeping maintenance records. Supervises, instructs and inspects work of Mechanic I, Operator-Mechanic, Maintenance Worker, or Laborer to ensure proper performance of maintenance work or repairs. Performs general maintenance and repair tasks on buildings, structures and grounds.

EXHIBIT K

WASTE WATER TREATMENT PLANT

JOB DESCRIPTION

MAINTENANCE MECHANIC III

Highly skilled, maintenance mechanic able to perform all types of maintenance duties. In the

absence of a maintenance supervisor, he will supervise, instruct and assign specific duties of maintenance personnel. Also assists maintenance.

Performs preventive maintenance and repairs on mechanical and electro-mechanical machinery and equipment, under general direction of superior. Maintains buildings, structures. Duties include any combination of tasks such as the following:

Checks for malfunctions of equipment. Replaces packing in pumps or valves. Replaces comminutors, and weir plates. Uses gas and/or arc welding equipment to heat, cut, braze, or weld. Relines incinerator with firebrick. Installs and sets up new equipment. Assists in keeping maintenance records. Supervises, instructs and inspects work of Mechanic I, Operator-Mechanic, Maintenance Worker, or Laborer to ensure proper performance of maintenance work or repairs. Performs general maintenance and repair tasks on buildings and structures.

EXHIBIT L
WASTE WATER TREATMENT PLANT
JOB DESCRIPTION
ELECTRICIAN I

Participates in installation, maintenance, and repair of electrical systems, equipment, and fixtures. Assists Electrician II in particularly difficult or complicated tasks. Work frequently performed independently, subject to inspection by superiors. Follows oral and written instructions including specifications, wiring diagrams, and codes. Duties include any combination of tasks such as follows:

Inspects, maintains, and repairs wiring and lighting systems, electrical control equipment, meters, outlets, and panels. Installs new equipment. Supervises maintenance helper and/or laborer. Repairs electrical instruments. Keeps maintenance reports.

EXHIBIT M
WASTE WATER TREATMENT PLANT
JOB DESCRIPTION
ELECTRICIAN II

Inspects, repairs, and maintains electrical and/or electronic operating and control systems, equipment, and fixtures; including instrumentation and heating and cooling systems. Exercises independent judgment in solving normal work problems under general supervision of Maintenance Manager, uses standard and special electrical tools and equipment, such as bolt-meters, ammeters, and synchrosopes. Duties include any combination of tasks such as the

following:

Inspects, maintains and repairs wiring and lighting systems, electrical control equipment, meters, outlets, and panels. Installs new equipment. Interprets oral and written instructions, specifications, wiring diagrams and codes. Supervises Electrician I, Maintenance Helper, and/or Laborer. Establishes and operates scheduled maintenance program for plant equipment. Repairs electrical and electronic instruments. Keeps maintenance records. Prepares labor and material estimates.

EXHIBIT N

WASTE WATER TREATMENT PLANT

JOB DESCRIPTION

TRUCK DRIVER

Operates automotive equipment such as dump truck, fork lift, or front end loader. Performs routine maintenance on vehicles. When not driving or performing routine maintenance he shall be available to operations. Shall also perform any related tasks as requested by his supervisors.

EXHIBIT O

WASTE WATER TREATMENT PLANTS A & B

JOB DESCRIPTION

SHIFT OPERATOR

Supervises, instructs, and assigns specific duties to shift workers. Assists Plant Manager in performing any combination of the tasks pertinent to controlling operation of the plants. Operates treatment facilities to control flow and processing of wastewater, sludge and effluent. Monitors gages, meters, and control panels and observes variations. Operates valves and gates either manually or by remote control and adjust flow and treatment processes. Will make scheduled checks of plant areas and personnel. Responsible for continuous, safe and proper operation of Waste Water Treatment Plant on his shift. When, in his judgment, any personnel are not capable of performing their duties, he shall send home employee and make a written response of same to

Plant Manager as soon as possible. Shift Operators shall have full knowledge of operation of all machinery or equipment. He receives any required information and has his men assigned when they start their shift. He is to insure that shifts are manned with at least minimum personnel. Communicates with other Shift Operators regarding plant conditions. Inspects plant and gage readings. Participates in training programs. Willing to work rotating shifts. Performs such other related duties as assigned.

EXHIBIT P

WASTE WATER TREATMENT PLANTS A & B

JOB DESCRIPTION

OPERATOR

Assists Shift Operator in performance of any combination of plant or performs various tasks as directed: Operates treatment facilities to control flow and processing of wastewater, sludge, and effluent. Monitors gages, meters, and control panels. Observes variations in operating conditions and interprets meter and gage readings and test results to determine processing requirements.

Operates valves and gates either manually or by remote control; starts and stops pumps, engines, and generators to control and adjust flow and treatment processes. Extracts samples and performs routine maintenance functions and custodial duties. Operates and maintains power generating equipment and incinerators. Performs such other duties as required. Assists Maintenance personnel during malfunctions of operations.

EXHIBIT Q

WASTE WATER TREATMENT PLANT

JOB DESCRIPTION

A-1 OPERATOR

In the absence of the Shift Operator, he will supervise, instruct, and assign specific duties to shift workers. Assist Plant Manager in performing any combination of the tasks pertinent to controlling operation of the plants. Operates treatment facilities to control flow and processing of wastewater, sludge and effluent. Monitor gages, meters, and control panels and observes variations. Operates valves and gates either manually or by remote control and adjust flow and treatment processes. Will make scheduled checks of plant areas and personnel. Responsible for continuous, safe, and, proper operation of the Waste Water Treatment Plant on his assigned shift.

When in his judgment, any personnel are not capable of performing their duties, he shall suspend employee. A-1 Operators shall have full knowledge of operation of all machinery or equipment. He receives any required information and has his men assigned when they start their shift. He is to insure that shifts are manned with at least minimum personnel. Communicates with other Shift Operators and/or A-1 Operators regarding plant conditions. Inspects plant equipment and processes regularly. Maintains shift log and records meter and gage readings. Participates in training programs. Willing to work rotating shifts. Performs such other related duties as assigned.

EXHIBIT R

WASTE WATER TREATMENT PLANT

JOB DESCRIPTION

LABORATORY MANAGER / PRETREATMENT COORDINATOR

Perform any combination of routine laboratory and/or field tasks such as the following:

Collects plant, industrial, and biological samples such as influent, effluent, partially treated wastewater, process, sludge by-products and environmental contaminants. Maintain test results and prepare data sheets. Assembles instruments and equipment for analytical or research work. Prepares chemical and bacteriological media, stains, reagents, and test solutions routinely used in laboratory. Operates equipment and conducts tests as directed. Maintains inventory and orders supplies. Direct the pretreatment program. Performs custodial duties in laboratory. Subject to be called in during off duty hours. Conducts research and establishes new procedures. Will be required to meet with industrialists to acquaint them with the City's requirements. Conducts lab tours and speaks publicly. Instruct and supervise lab technicians, plant operators and others in the purpose, use and operation of all laboratory equipment. Is responsible for the personnel and all operations of the lab functions. Compile and submit quarterly and annual reports to State and Federal agencies as required. He has the authority to effectively recommend and/or enforce any or all of the following actions: Suspend, layoff, recall, promote, discharge, assign, reward, discipline, direct and adjudicate the grievances of employees under his/her jurisdiction. In direct contact with the Plant Manager and Public Works Director. Perform other related duties assigned by the Superintendent.

EXHIBIT S
WASTE WATER TREATMENT PLANT
JOB DESCRIPTION
SECRETARY

Provide secretarial and clerical services such as typing and filing, recording, and copying documents needed to assist department staff in carrying out their responsibilities. Work under the direct supervision of the Waste Water Treatment Superintendent. Job duties consist of Transcribing and typing correspondence, reports or other departmental documents; complete payroll and distribute checks; compose routine correspondence as required; answer phone and channel calls to proper departments; act as department receptionist; maintain and update department files; process internal paper flow related to personnel, departmental, and divisional matters; maintain supervisor's calendar, make appointments and arrange meetings; keep recurring internal reports such as time and leave records; correspondence controls, training plans, etc.; process requisitions for department purchases and invoices; perform other related duties as required.

EXHIBIT T
WASTE WATER TREATMENT PLANT
JOB DESCRIPTION
ASSISTANT SUPERINTENDENT

Assist in the administration and supervision of the Waste Water Treatment facilities. Work under the immediate direction of the Superintendent. Job Duties consist of Analyzing and evaluating operating and maintenance procedures in the Waste Water Treatment plants; develop new or improved operational maintenance practices; maintain and compile Federal and State Environmental Protection Agency data for required reports; assist in employee training; inspect Waste Water Treatment facilities for safe and efficient operation; provide assistance in planning special projects; evaluate employees performance on a regular basis; perform duties of the Superintendent in his absence; perform other related duties as required.

EXHIBIT U
WASTE WATER TREATMENT PLANT
JOB DESCRIPTION
MANAGER – RESEARCH AND COMPLIANCE

Responsible for assisting the Superintendent of Waste Water Treatment to comply with all terms and conditions set forth by the United States and State of Ohio Environmental Protection Agency rules, orders and regulations as detailed in the U.S. District Consent Decree. Works under the immediate direction of the Superintendent of Waste Water Treatment. Job duties consist of developing operational guidelines for improvement of the Waste Water Treatment Plant's performance; assist Superintendent with compliance procedures mandated by Federal and State Environmental Protection Agency; train and assign personnel in plant operational and maintenance functions; maintain Waste Water Treatment facilities' records as required by Federal and State Environmental Protection Agency; submit monthly, quarterly, and annual reports to Federal and State Environmental Protection Agency; keep informed of current Federal and State Environmental Protection Agency's regulations; develop bid specifications and pricing quotes for material purchases; perform other related duties as required.

EXHIBIT V
WASTE WATER TREATMENT PLANT
JOB DESCRIPTION
PLANT MANAGER

Assist in the administration and supervision of the Waste Water Treatment facilities. Works under the immediate direction of the Superintendent of Waste Water Treatment. Job duties consist of analyzing and evaluating operating and maintenance procedures in the Waste Water Treatment Plants; develop new or improved operational and maintenance practices; maintain and compile Federal and State Environmental Protection Agency data for required reports; assist in employee training; inspect Waste Water Treatment facilities for safe and efficient operation; provide assistance in planning special projects; evaluate employees performance on a regular basis; perform other related duties as required.

Resolution No. 3-2013

By -- Mayor Cervenik

A resolution authorizing the Mayor of the City of Euclid to execute an Agreement by and between the City of Euclid and Teamsters Local No. 244, as exclusive bargaining agent for all Euclid Waste Water Treatment Department Employees, to be effective January 1, 2012 through December 31, 2014.

WHEREAS, pursuant to Ohio Revised Code Chapter 4117, negotiations were held between the City of Euclid and Teamsters Local No. 244 to determine equitable compensation, benefits, working hours and other employment matters for all Euclid Waste Water Treatment Department Employees; and

WHEREAS, the terms of the new contract include a two percent (2%) hourly rate increase for the period of July 1, 2012, through December 31, 2012; a two percent (2%) increase effective January 1, 2013; and a one percent (1%) increase effective January 1, 2014; and

WHEREAS, the duties of Laboratory Manager and Pretreatment Coordinator will be combined and the rate set will be equal to the rate for Plant Manager; and

WHEREAS, employee monthly contribution for individual and family health care costs will increase by twenty-five dollars (\$25) beginning with January 2013; and

WHEREAS, the uniform allowance will increase \$250.00 for the years 2013 and 2014, making the annual premium amount \$1250.00; and

WHEREAS, employees hired on or after January 1, 2013, will be limited to three (3) days of personal time; where in the first year of service, prorated days will be given depending on the date the member is hired; and

WHEREAS, employees hired on or after January 1, 2013 will not be eligible for the Employee's Birthday Holiday listed in Section 12.1 of the contract; and

WHEREAS, employees hired on or after January 1, 2013, who work ten (10) or more years will be limited to four (4) weeks of vacation time; there will be no change in the rate of earned vacation from years one through ten; and

WHEREAS, other non-economic language changes will be made to clarify current contract provisions; and

WHEREAS, available with the Director of Law is the proposal of the agreement to be in effect January 1, 2012 through December 31, 2014 unless negotiations are reopened prior to that date pursuant to the terms of the Agreement ; and

WHEREAS, the terms and conditions of the Agreement has been ratified by a majority of the members of the collective bargaining unit.

NOW, THEREFORE, be it resolved by the Council of the City of Euclid, State of Ohio:

Section 1: That the Mayor of the City of Euclid be, and he is hereby authorized, empowered and directed to execute an agreement by and between the City of Euclid and Teamsters Local No. 144, as exclusive bargaining agent for all Euclid Waste Water Treatment Department Employees. Proposal of said agreement is available with the Director of Law. The terms of said Agreement are hereby approved.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this resolution shall take immediate effect.