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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF EUCLID

AND

TEAMSTERS LOCAL NO. 244

REPRESENTING

BUILDING AND HOUSING INSPECTORS

Effective

January 1, 2012

Through

December 31, 2014

Per Resolution No. 21-2013
Passed March 4, 2013

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AGREEMENT

This Agreement is entered into by and between the City of Euclid, hereinafter also referred to as "Employer" or "City," and the Teamsters Local No. 244, hereinafter also referred to as "Union." This Agreement, as set forth hereinafter, constitutes the sole and complete agreement of the parties.

ARTICLE 1 -- *RECOGNITION*

SECTION 1.1

The City of Euclid (the Employee) hereby recognizes the Teamsters Local No. 244 as the sole and exclusive bargaining representative for a bargaining unit composed of all regularly employed full-time employees of the City of Euclid employed as building and/or housing inspectors.

SECTION 1.2

Excluded from the unit shall be all management level employees, professional employees, confidential employees, supervisors and guards as defined by Ohio Revised Code Chapter 4117 including but not limited to the Chief Inspectors.

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 -- *EMPLOYEES 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 and/or a 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 unless specified differently in this Article.

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 have the grievance 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, 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 (a) through (c) of this Grievance Procedure may be extended by mutual agreement of the Employer, the Union, and the employee/grievant.

(i) The failure of the grievant or the Union to meet any of the time limits provided in this Article shall constitute a waiver of the grievance and/or the right to further appeal. The failure of the City to meet any of the time limits provided in this Article shall constitute waiver of the employer's right to further review the grievance.

SECTION 4.4 INFORMAL GRIEVANCE PROCEDURE

A grievance, except as indicated in 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 (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 returning 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 (Employer) who is in charge of the employee/grievant's department and set forth, in detail, the complete facts upon which the grievance is based. Within ten (10) days, the Director (or his designee) shall 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 Form Step 3.

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 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.

(d) ***ARBITRATION.*** the grievance is not satisfactorily settled at Step 3, the Union 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 shall notify the Federal Mediation and Conciliation Service ("FMCS"), 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 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 waiver of any grievance. Similarly, the failure of the Employer to meet any time limits provided herein shall serve as a waiver of the Employer's right to further review of the 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 *et seq.* 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

For employees in the bargaining unit prior to January 1, 2006, 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, sick leave, or time in military service. For employees that become members of the bargaining unit on or after January 1, 2006, seniority shall be based upon continuous service within the department.

SECTION 5.2 PROBATIONARY EMPLOYEES

Probationary employees, as described in Article 9 shall be without seniority for the duration of their probation, and any extensions thereof. Upon successful completion of their probation, such employee shall be entered onto the seniority list as of the first day of employment in that position.

SECTION 5.3

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

SECTION 5.4 RECALL

(a) Employees laid off shall, in the event a vacancy occurs in the bargaining unit, be eligible for recall for a period of one (1) year from the date of layoff. Recall shall be in reverse order of layoff, and secondarily in order of seniority. The existence of a vacancy in the bargaining unit shall, for purposes of this Section, be determined by the City.

(b) 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.

(c) Failure of an employee to report to work within ten (10) days from the date of receipt of the recall notice shall cause loss of employment rights and, thereafter, such person will not have employment preferences over workers who have not previously been employed by the employer.

SECTION 5.5

(a) 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.

(b) This subsection 5.5 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.

ARTICLE 6 -- *VACANCIES*

Whenever a vacancy occurs within the bargaining unit and such vacancy is not filled through recall of a bargaining unit employee from a layoff list as provided in Section 5.4 of this Agreement, notice of such vacancy shall be posted by the City in all Departments in the bargaining unit for a period of ten (10) consecutive working days, not including the date of posting. During the posting period, any employee meeting the minimum qualifications wishing to apply for the vacant position shall do so by submitting a written application, on forms provided by the City, to the Director of Community Services and Economic Development. Five (5) days thereafter, notice shall be posted by the City indicating to whom the position has been awarded or that the position will not be awarded to any of the applicants, in which case the position may be filled from outside the bargaining unit. Vacancies shall be determined at the City's discretion.

ARTICLE 7 -- *COMPENSATION*

SECTION 7.1:

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

Effective January 1, 2012:	0.0%
Effective July 1, 2012:	2.0%
Effective January 1, 2013:	2.0%

Effective January 1, 2014: 1.0%

SECTION 7.2:

Effective January 1 of each year of the contract any bargaining unit member who possesses a valid Electrical Safety Inspector's Certificate or a valid Plumbing Inspector's Certificate issued by the Ohio Board of Building Standards; or a valid Building Inspector's Certificate issued by the Ohio Board of Building Standards shall receive an additional fifty cents ($0.50) per hour for all hours actually worked. To be eligible to receive such a wage adjustment, the employee must present to the Director of Public Service, or his designee, such written evidence of Certification as the Director, or his designee, deems sufficient. Upon approval by the Director, or his designee, the employee shall be entitled to receive the wage adjustment from that date forward.

No employee shall be entitled to receive more than two of the license premiums referred to in Sections 7.2.

SECTION 7.3

If a Housing Inspector is assigned permit inspection and spends a minimum of one hour in a week period engaged in such permit inspection, the Housing Inspector will be compensated for the assigned time at the base rate for a Building Inspector.

SECTION 7.4:

Original employment to any position or job defined shall be made at a minimum rate and upon completion of the probationary period described in Article 9 he/she shall advance to the salary designated in Exhibit A for the position hired. For purposes of this Section, the minimum rate shall be defined as the position's regular hourly rate, as designated in Exhibit A, reduced by One Dollar ($1.00) per hour.

SECTION 7.5:

Starting Rate of Return from Military Service: Any employee who has served in the active service of the U.S. Armed Forces and who subsequently is reinstated to a position previously held by him/her may be entitled to receive compensation at a rate no lower than that received by such employee in City employment at the time immediately prior to entrance into the Armed Forces of the United States.

SECTION 7.6:

Each employee in the bargaining unit shall receive a boot/shoe allowance in each year of the contract, to be paid no later than February 28 of that year, as follows:

Effective February 28, 2012:	$1,000.00
Effective February 28, 2013:	$1,000.00
Effective February 28, 2014:	$1,000.00

Payments provided under this section shall be made, without reduction or pro-ration, for employees of record on or before January 2nd and shall be paid on or before February 28th.

ARTICLE 8 -- *HOURS OF WORK*

SECTION 8.1

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

SECTION 8.2 OVERTIME

(a) In an emergency, reasonable periods of overtime work may be required to meet operational requirements for efficient operation of Employer's facilities and services. Employees requested to work overtime shall not refuse except for reasons of health, safety, or other reasonable causes. Repeated refusal by any employee to accept emergency overtime work may result in disciplinary action by the Employer, pursuant to the rules and regulations attached hereto and incorporated herein by reference.

(b) Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate for work in the excess of forty (40) hours per week. Employees shall not have the option of receiving compensatory time in lieu of overtime pay. Sick, vacation, holidays and compensatory time, if any, shall be counted for purposes of computing overtime.

(c) Employees called in to work at a time when they are not otherwise scheduled to work shall be guaranteed pay for a minimum of four (4) hours.

ARTICLE 9 -- *PROBATIONARY PERIOD*

SECTION 9.1

After initial appointment or promotion, an employee shall be considered probationary until ninety (90) calendar days after completion of any and all required training. Such probationary period may be extended for reasonable amounts of time at the discretion of the employee's Director.

SECTION 9.2

After promotion, if said employee does not satisfactorily complete the probationary period, as determined by management, or he/she becomes dissatisfied with his/her new job as bid during said probationary period, he/she shall be reassigned to his/her prior job, if available, or to another job in the department at equal pay, and in a position determined solely at the discretion of management.

SECTION 9.3

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 probationary period in said job category.

SECTION 9.4

A probationary employee may be disciplined or terminated at the discretion of the employer, without recourse to the Grievance Procedure, and shall not accumulate seniority except as provided

in Section 5.2 of this Agreement

ARTICLE 10 -- *HOLIDAYS*

SECTION 10.1

The twelve (12) days set forth in Exhibit B attached hereto are hereby declared paid holidays for the employees of the bargaining unit.

SECTION 10.2

If any of the twelve (12) regular holidays outlined in Exhibit B falls on a Saturday, the Friday immediately preceding shall be celebrated as the holiday. If any such holiday falls on a Sunday, the Monday immediately succeeding shall be celebrated as the holiday. Employees shall not be paid for a holiday when absent by reason of an authorized absence on such day.

SECTION 10.3

In addition to the twelve (12) holidays outlined in Exhibit B, each bargaining unit member hired on or before December 31, 2012, shall be entitled to receive his/her birthday (if regularly scheduled to work) and four (4) personal days off with pay. Bargaining unit members hired on or after January 1, 2013, shall be entitled to receive his/her birthday (if regularly scheduled to work) and two (2) personal days off with pay. Personal days off may be taken at any time during the calendar year with the approval of the Director.

ARTICLE 11 -- *VACATIONS*

SECTION 11.1

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

SECTION 11.2

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

SECTION 11.3 VACATION SCHEDULING

The Union shall submit a written, detailed description, consistent with past practice, by which an employee shall schedule vacation time in advance 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 12 -- *SICK LEAVE*

SECTION 12.1

Each full-time employee of the City shall be entitled to sick leave of one and one-fourth (1-¼) work days with pay for each completed month of service. Each full calendar month of service shall be deemed a completed month of service.

SECTION 12.2 UNUSED SICK LEAVE

Unused sick leave shall be unlimited in its accumulation, subject only to the Ohio Revised Code relative to such sick leave.

SECTION 12.3 ACCUMULATION - SICK LEAVE DURING AUTHORIZED ABSENCES

Employees absent from work on authorized holidays, during sick leave, vacation, 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.

SECTION 12.4 ALLOWANCE OF SICK LEAVE

An employee eligible for sick leave with pay may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, or an illness in the employee's immediate family. An employee on sick leave shall inform his/her immediate supervisor of the fact and the reason therefore as soon as possible, and failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of absence. Employer recognizes than an employee may utilize sick leave for the purpose of participating in the Union's Annual Blood Drive.

SECTION 12.5 FRACTIONAL DAYS

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 12.6 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 statement by a reputable physician certifying that the employee's conditions prevented him/her from performing the duties of his/her position. If the illness or injury continues more than seven (7) calendar days, written reports from the physician must be presented. Any employee fraudulently obtaining sick leave, or Supervisor falsely certifying sick leave allowances for absence from work for other reasons, may be suspended, dismissed, or prosecuted.

SECTION 12.7 SICK LEAVE CREDIT

An employee who is laid off from his/her position for reasons that are not discreditable to him/her may, if re-appointed within twelve (12) months, have available for his/her necessary use any unused sick leave existing at the time of his/her layoff. An employee who transfers from one position to another, or from another public agency in Ohio within twelve (12) months, shall be credited with the unused balance of his/her accumulated sick leave, but not in excess of the accrual limit effective for employees of the City of Euclid.

SECTION 12.8 RETIREMENT AND DEATH BENEFIT

In the event a full-time employee of the bargaining unit dies while employed by the City, or retires from the City, he/she or his/her estate, is entitled to be paid for said employee's unused sick leave, up to one hundred fifty (150) days, at the rate of eight (8) hours per day, plus twenty dollars ($20.00) per day in excess of the one hundred fifty (150) days of his/her accumulated sick leave, upon retirement or death.

ARTICLE 13 -- *DISABILITY LEAVE*

SECTION 13.1 WORKMEN'S COMPENSATION OFFSET

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 injured 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.

SECTION 13.2 PROOF OF CLAIM

Before any payment is made pursuant to the above provisions, the applicant shall furnish and periodically thereafter provide satisfactory proof of the amount received by him/her under the Workmen's Compensation Act of Ohio to the Finance Director of the City of Euclid.

ARTICLE 14 -- *MILITARY LEAVE*

SECTION 14.1

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 aid, 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 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, shall not be entitled to any compensation from the City during any period of extended military duty.

SECTION 14.2

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

ARTICLE 15 -- *BEREAVEMENT LEAVE*

SECTION 15.1

A bargaining unit member who suffers the loss of a member of their immediate family, as defined herein, shall be granted three (3) consecutive days of paid bereavement leave.

SECTION 15.2

For purposes of this section, "immediate family" is defined as employee's spouse, mother, father, step parents, children, stepchildren, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, a legal guardian or any other relative permanently domiciled with the employee.

ARTICLE 16 -- *JURY AND WITNESS DUTY LEAVE*

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 their Director upon receipt of the notice of jury service or the subpoena and shall, after completing service, provide their 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.

ARTICLE 17 -- *FAMILY AND MEDICAL LEAVE*

SECTION 17.1 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 17.2 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 17.3 INTERMITTENT OR REDUCED LEAVE

(a) Leave for the birth or placement of a child shall not be taken intermittently or on a reduced schedule unless approved by the employee's 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.

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

(1) has equivalent pay and benefits; and

(2) 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 Sections, if any, of this agreement.

SECTION 17.4 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 leave period.

SECTION 17.5 NOTICE REQUIRED FOR FORESEEABLE LEAVE

(a) In any case where leave is to be taken for the birth or placement of a child, the employee shall provide notice to their 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.

(b) 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:

(1) shall make a reasonable effort to schedule treatment so as not to disrupt unduly the operation of the employer; and

(2) shall provide their 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 practicable.

SECTION 17.6 CERTIFICATION OF A SERIOUS HEALTH CONDITION

The employee's 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:

1. the date on which the serious health condition commenced;

2. the probable duration of the condition;

3. the appropriate medical facts within the knowledge of the health care provider regarding the condition which is the basis for the request;

4. 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;

5. 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;

6. 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;

7. 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

8. 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 employee's 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 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 Director may require that the employee obtain re-certification on a reasonable basis.

SECTION 17.7 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 17.8 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 17.4, 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 any 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.

ARTICLE 18 -- *SPECIAL LEAVE*

SECTION 18.1 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 18.2

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

ARTICLE 19 -- *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 Agreement, 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 20 -- *EXPENSE REIMBURSEMENT*

SECTION 20.1

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 20.2

Any bargaining unit member required by his/her immediate supervisor to attend any educational or training seminar or course related to his/her job duties 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 of Community Services and Economic Development.

ARTICLE 21 -- *GROUP LIFE INSURANCE*

The City shall provide $20,000.00 of life insurance protection for each member of the bargaining unit. The City shall pay 100% of the premium.

ARTICLE 22 -- *LONGEVITY PAY*

SECTION 22.1

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 per year.

SECTION 22.2

All employees hired after December 31, 1995 shall not be eligible for longevity pay and shall not be entitled to longevity pay based on prior governmental service.

SECTION 22.3

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 23 -- *HEALTH BENEFITS*

SECTION 23.1

Each full-time employee shall have the option of participating in a group health insurance plan. The City shall have the discretionary authority to choose the insurance carrier providing the coverage, so long as the City'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 23.2

Under the City's self-insured health insurance plan, the City 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 23.3

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. In addition to the 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.

D. 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.

SECTION 23.4

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 City 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.

ARTICLE 24 -- *GENERAL SAFETY PROVISIONS*

SECTION 24.1

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 24.2 SAFETY COMMITTEE

A Safety Committee shall be appointed by the Mayor, consisting of three (3) members as follows: (1) one member of the bargaining unit; (2) one member of the Employer's Insurance Department; and (3) one member from the Employer's Administrative Staff.

SECTION 24.3 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. It shall promulgate rules and regulations for the employees to follow which shall protect the employee's general safety, health and welfare.

ARTICLE 25 -- *EMPLOYEE RIGHTS*

SECTION 25.1 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 25.2

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 25.3

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 25.4

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 deduction shall be effective upon employee's written authorization to the City of Euclid Finance Department.

SECTION 25.5

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

SECTION 25.6

Each employee who is a member of the Euclid Civil Service Employee's Credit Union and Teamster's Credit Union has the option to authorize his/her 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 26 -- *EMPLOYER'S RIGHTS*

SECTION 26.1

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 26.2

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 privatize or subcontract services; 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 26.3

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 27: *UNION BUSINESS*

SECTION 27.1 UNION SECURITY

The City of Euclid (the Employer) 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.

SECTION 27.2

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.

SECTION 27.3

All bargaining unit members who are not members of the Union shall be required to pay a fair share fee to the Union in accordance with the Ohio Revised Code Section 4117.09. The Union agrees to hold the City harmless in any and all lawsuits arising in law or equity from such practice.

SECTION 27.4

There shall be no discrimination, restraint, or coercion by the Employer against any employee for his/her activities on behalf of, or membership in, the Union.

SECTION 27.5

Union activities will be permitted on City property provided that the Union is responsible for scheduling use of any needed facilities and paying any associated costs, that the Union provide at least seven (7) days advance written notice to the supervisor of affective employees, and that such activities do not interfere with the effective and efficient operation of the department.

SECTION 27.6

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

SECTION 27.7

Within a reasonable time not to exceed ten (10) days after the execution of this Agreement, the Union shall notify the City of the name(s) of those persons elected or appointed stewards of the bargaining unit. Similarly, within a reasonable time not to exceed ten (10) days, the Union shall notify the City of any additions, deletions, or other modifications to the roster of Union stewards for the bargaining unit.

SECTION 27.8 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 28 -- *DISCIPLINE*

SECTION 28.1

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 attached as Exhibit I. No employee shall be disciplined, suspended, or discharged without just and proper cause.

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

1. Verbal Warning and Cautioning

2. Written Reprimand

3. Suspension

4. Discharge

Consistent with just cause, the City may impose a higher level of discipline than a verbal warning and cautioning for more serious offenses. An employee who is disciplined must be notified within five (5) days from the date on which the City knew or should have known of the employee's infraction.

SECTION 28.2 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 28.3 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 different rules, or if the seriousness of the situation warrants it, an employee may receive a written reprimand. In the event of discipline, 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 28.4 SUSPENSION

If the employee continues to violate rules in which he/she has previously received a written reprimand, if different 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, subject to Section 28.1. 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 meet privately with a Union representative before the conference and have the 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 and the Union President 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. The letter shall describe in detail the reason or reasons for which the employee has been suspended. Any suspension shall be for a specific number of

consecutive days on which the employee would have been regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of the suspension only. A copy of said letter will be placed in the employee's file and will be forwarded to the Personnel office and the Civil Service Commission.

SECTION 28.5 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 28.6

Each disciplinary action shall remain effective in the employee's personnel file for twenty-four (24) months after the date of its issuance.

ARTICLE 29 -- *TIME CLOCKS*

Employees of the bargaining unit may, at the option of the City, be required to register their attendance at work, including the taking and return from authorized breaks, through use of a time clock.

ARTICLE 30 -- *RESIDENCY QUALIFICATIONS*

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

ARTICLE 31 -- *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 prerequisite to permanent employment with the City of Euclid, as permitted by law.

ARTICLE 32 - *DRUG AND ALCOHOL TESTING*

SECTION 32.1 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 in its 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 coverage's 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 32.2 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 32.3 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 32.4 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 32.5 BASIS FOR TESTING

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

1. 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.

2. 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 32.6 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 and he shall determine if Alcohol or Drug testing is warranted. If it is determined by the Director 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, 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 32.7 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 breathalyser test, to be administered by an operator licensed through the State of Ohio, Department of Health, if he so desires.

SECTION 32.8 CDL EMPLOYEES

In addition to the above, all bargaining unit members satisfying the definition of a Driver in Exhibit H, shall be subject to the following procedure for Alcohol and Controlled Substances Testing, in Exhibit H.

ARTICLE 33 -- *PERSONNEL*

SECTION 33.1

All employees of the bargaining unit shall be assigned to one of the following job classifications:

Building Inspector
Housing Inspector

SECTION 33.2

Detailed job descriptions of each classification are attached hereto at Exhibits D and E.

ARTICLE 34 -- *SUB-CONTRACTING/PRIVATIZATION*

The City shall have the right to sub-contract and/or privatize work customarily performed by employees of the bargaining unit so long as it does not result in the layoff of any current employees.

ARTICLE 35 -- *LEGAL REFERENCES*

This Agreement is subject to all applicable and existing or future laws or regulations of the United States and 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 36 -- *TERM OF CONTRACT*

This Agreement shall be effective January 1, 2012 and shall remain in effect until December 31, 2014.

ARTICLE 37 -- *COUNTERPARTS*

This Agreement may be simultaneously executed in four or more counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto, being the City of Euclid and the Teamsters Local No. 244, hereby execute this Agreement this 14th day of March, 2013.

TEAMSTERS, LOCAL NO. 244

By: Jarrell Williams, President

CITY OF EUCLID

By: Bill Cervenik Mayor

UNION BARGAINING COMMITTEE

_____

_____

_____

APPROVED AS TO FORM:

Director of Law

Execution of this Agreement by the City of Euclid has been authorized by the Euclid City Council by Resolution No 21-2013, passed on the 4th day March, 2013.

EXHIBIT A

Effective January 1, 2012 the following wage schedule shall apply to all bargaining unit employees:

POSITION	EFFECTIVE	HOURLY
Housing Inspector	1/1/12	$21.65
	7/1/12	$22.08
	1/1/13	$22.52
	1/1/14	$22.75
Building Inspector	1/1/12	$23.77
	7/1/12	$24.25
	1/1/13	$24.74
	1/1/14	$24.99

Original employment to any position or job shall be made at the minimum rate during the probationary period (Article 9). The minimum rate is defined as the position's regular hourly rate reduced by One Dollar ($1.00) per hour (Section 7.4)

EXHIBIT B

The following shall be designated holidays for bargaining unit employees:

The First Day of January (New Year's Day)
The Third Monday of January (Martin Luther King Day)
The Third Monday of February (President's 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 "Thanksgiving Day"
The Day after Thanksgiving
The Twenty-fourth of December (Christmas Eve)
The Twenty-fifth of December (Christmas Day)

EXHIBIT C

Vacation Duration

(A) 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.

(B) 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.

(C) 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.

(D) 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.

(E) 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.

(F) Steps D and E of this Section shall not apply to those members of the bargaining unit hired on or after January 1, 2013. For those members, Steps A, B and C shall provide the entire scope of Vacation – Duration.

EXHIBIT D

BUILDING INSPECTOR JOB DESCRIPTION

Status: Classified (3). Non-exempt - FLSA.

Job Summary: The Building Inspector is responsible for the inspection and the enforcement of the ordinances relating to commercial and industrial units in the City of Euclid. S/He works under the general supervision of the Director of Community Service and Economic Development and the immediate direction of the Building Commissioner.

Job Duties and Ability to:

- Inspect new construction additions, and alterations of commercial and industrial units in the City of Euclid.
- Check permits for code compliance on driveways, fences, roofs, siding, waterproofing.
- Answer zoning complaints and complaints pertaining to commercial and industrial businesses.
- Testify in court in regards to non-compliance of homeowners or contractors.
- Perform other related duties as required.

(The preceding statements and duties are of general intent and are not to be construed as limited, specific duties covering day-to-day operations.)

Work Environment: Light work (exerting up to 20 lbs. of force occasionally). Indoor/outdoor. Subject to hazards: moving mechanical parts, electric current, water, chemicals; atmospheric conditions: fumes odors, dusts, gases. Physical activity: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, feeling.

Requirements: High School Graduate or holder of GED Certificate. Valid driver's license. Certification as Class III OBBC Building Inspector. Ability to: express and exchange ideas and/or instructions accurately, clearly by means of the spoken and/or written word.

The City of Euclid does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

EXHIBIT E

HOUSING INSPECTOR JOB DESCRIPTION

Status: A. Classified. B. Non-exempt - FLSA.

Job Summary: The Housing Inspector is responsible for the inspection and the enforcement of the ordinances relating to dwelling units in the City. S/He works under the general supervision of the Director of Community Service and Economic Development and the immediate direction of the Housing Manager/Chief Housing Inspector.

Job Duties and Ability to:

- Check new and existing buildings for conformance to local codified ordinances.
- Observe building conditions and issue correction notices to responsible parties.
- Obtain evidence and prepare non-compliance reports.
- Keep inspection records.
- Testify in court as prosecution witness.
- Perform other related duties as required.

(The preceding statements and duties are of general intent and are not to be construed as limited, specific duties covering day-to-day operations.)

Work Environment: Light work (exerting up to 20 lbs. of force occasionally) indoor/outdoor. Subject to hazards: moving mechanical parts, electric current, water, chemicals; atmospheric conditions: fumes, odors, dusts, gases. Physical activity: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, feeling.

Requirements: High school graduate or holder of GED Certificate. Valid driver's license. Experience in one or more of the building trades. Ability to: express or exchange ideas and instructions accurately, clearly, loudly and quickly by means of the spoken and/or written word.

The City of Euclid does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

EXHIBIT F

Alcohol & Controlled Substances Testing Procedure for Employees who Possess a Commercial Driver's License

I. PURPOSE.

The purpose of this procedure is to aid in the prevention of accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

II. DEFINITIONS.

1. **Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

2. **Alcohol concentration (or content)** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

3. **Alcohol use** means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

4. **Driver** means any bargaining unit member who operates a commercial motor vehicle. For purposes of this definition, commercial motor vehicle means a motor vehicle or combination of motor vehicles used to transport passengers or property if the motor vehicle:
    1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
    2. Has a gross vehicle weight rating of 26,001 or more pounds; or
    3. Is designed to transport 16 or more passengers, including the driver; or
    4. Is of any size and is used in the transportation of materials found to be hazardous for purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

    For the purposes of pre-employment/pre-duty testing only, the term "driver" includes a person applying to an employer to drive a commercial motor vehicle.

5. **Performing (a safety-sensitive function)** means a driver is considered to be performing a safety-sensitive function during any period in which he/she is

actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

6. **Refuse to submit (to an alcohol or controlled substances test)** means that a driver:
   (1) Fails to provide adequate breath for alcohol testing as required in Part VI of this Procedure without a valid medical explanation, after he/she has received notice of the requirement for breath testing in accordance with the provisions of this part,
   (2) Fails to provide an adequate urine sample for controlled substances testing as required in Part VI of this Procedure without a genuine inability to provide a specimen (as determined by a medical evaluation), after he/she has received notice of the requirement for urine testing in accordance with the provisions of this part, or
   (3) Engages in conduct that clearly obstructs the testing process.

7. **Safety-sensitive functions** means the following:
   (1) All time waiting to be dispatched;
   (2) All time inspecting, servicing or conditioning any commercial motor vehicle;
   (3) All time driving a commercial motor vehicle;
   (4) All other time spent in or on any commercial motor vehicle;
   (5) All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded;
   (6) All time spent dealing with a commercial motor vehicle accident, and
   (7) All time repairing, obtaining assistance or remaining in attendance upon a disabled commercial motor vehicle.

8. **Substance abuse professional** means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, driver assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

9. **Any term** needing definition, but not specifically defined herein, shall be given the definition found in the Omnibus Transportation Employee Testing Act of 1991, and the regulations thereto.

III. NOTICE OF POLICY

Each driver shall receive a copy of the City of Euclid's Alcohol and Drug Policy for drivers who Operate Commercial Motor Vehicles. Such notice is for informational purposes only, and shall not be interpreted as modifying the terms of this agreement. Each driver shall be required

to sign a certificate or receipt that he/she has in fact received such policy. Any driver refusing to sign such certificate of receipt after receiving such policy shall be considered insubordinate and subject to discipline.

IV. PROHIBITIONS.

No driver shall engage in any of the following prohibited activities:

1. Reporting to or remaining on duty requiring the performance of a safety-sensitive function with an alcohol concentration of 0.04 or greater;

2. Possess alcohol, unless it is manifested and transported as part of a shipment, while on duty or operating a commercial motor vehicle;

3. Use alcohol while performing a safety-sensitive function;

4. Perform a safety-sensitive function within four (4) hours of using alcohol;

5. Use alcohol within eight (8) hours of an accident or until he/she undergoes a post-accident alcohol test when required by this policy;

6. Refuse to submit to any alcohol or controlled substance test required by this procedure;

7. Reporting to or remaining on duty requiring the performance of a safety-sensitive function when the driver uses a controlled substance. This prohibition does not apply to any controlled substance use pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Any driver using a controlled substance pursuant to physician instructions shall, prior to performing any safety-sensitive functions, submit to his/her supervisor a written statement from such physician indicating the substances used and that such substances do not adversely affect the driver's ability to safety operate a commercial motor vehicle.

8. Report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for a controlled substance.

V. TESTING.

1. Pre-Employment Testing.

Unless one of the exceptions of 49 C.F.R. □ 382.301 (b) or (c) apply, each driver, after receiving an offer of employment with the City, but prior to the first time he/she performs a safety-sensitive function for the employer, shall undergo testing for controlled substances. Any driver promoted or transferred to a safety-sensitive position shall be treated as a new hire.

2. Post-Accident Testing.

Each of the following drivers shall, as soon as practicable following an accident involving a commercial motor vehicle, submit to a test for alcohol and controlled substances:

1. Any driver performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
2. Any driver who receives a citation under State or local law for a moving traffic violation arising from the accident.

All drivers required to submit to Post-Accident testing shall remain readily available for such testing or will be deemed to have refused to submit to testing.

In the event a driver required to submit to Post-Accident testing is not tested for alcohol within two (2) hours of the accident, the employer shall insert a written record into the driver's file stating the reason for such delay. The employer shall continue attempts to obtain an alcohol test for up to eight (8) hours following the accident at which time attempts shall cease and the driver's record shall reflect the reasons for such failure to test.

In the event a driver required to submit to Post-Accident testing is not tested for controlled substances within thirty-two (32) hours following the accident, the employer shall cease attempts to obtain a test and shall insert a written record into the driver's file stating the reasons the test was not promptly administered.

3. Random Testing.

Drivers shall be subject to random alcohol and controlled substances testing. The random selection of drivers shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the driver's Social Security Number, payroll identification number, or other comparable identifying number.

Testing shall be performed on an unspecified number of dates reasonably spread throughout the year and shall be at the minimum annual percentage rates of twenty-five percent (25%) of the drivers for alcohol and fifty percent (50%) for controlled substances. The employer may test at a lower or different rate for either alcohol or controlled substances if either such rate is changed by the Federal Highway Administration Administrator. Each driver shall have an equal chance of being tested each time selections are made. Actual dates of testing shall be unannounced.

Each driver selected for random testing shall proceed to the designated test site immediately, or as soon as possible after completion of any safety-sensitive functions then being performed.

A driver shall be tested for alcohol only while performing a safety-sensitive function, just before or just after performing such functions. A driver may be tested for controlled substances at the discretion of the employer.

4. Reasonable Suspicion Testing.

A driver shall submit to an alcohol test or controlled substances test if the employer has

a reasonable suspicion that such driver may be violating the prohibitions of this procedure. The employer's determination that reasonable suspicion exists to require the driver to undergo an alcohol or controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include, without limitation, indications of the chronic and withdrawal effects of alcohol or controlled substances. The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or Director who is trained in accordance with 49 C.F.R. □ 382.603. With respect to alcohol testing, such observations must be made just before, during or just after the performance of safety-sensitive functions. With respect to controlled substances testing, such observations may be made at any time.

A written record shall be made of the observations leading to a controlled substance reasonable suspicion test, and signed by the supervisor or company official who made the observations, within 24 hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

With respect to alcohol testing, if a test is not administered within two (2) hours of the determination of reasonable suspicion, a written record shall be inserted into the driver's file stating the reasons why such test was not promptly administered. If an alcohol test is not administered within eight (8) hours of the determination of reasonable suspicion, all further attempts to obtain such test shall cease and the employer shall insert into the driver's file a written record stating the reasons for not administering the test. In any event, no driver shall be permitted to perform or continue to perform safety-sensitive functions until:

a. an alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
b. twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

5. Return-To-Duty Testing.

Before any driver who has violated one (1) or more of the prohibitions concerning alcohol of this procedure returns to duty requiring the performance of a safety-sensitive function, he/she shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Before any driver who has violated one (1) or more of the prohibitions concerning controlled substances of this procedure returns to duty requiring the performance of a safety-sensitive function, he/she shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. Follow-Up Testing.

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, each such driver shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance

abuse professional pursuant to Part VIII hereof. Follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before such performance, or just after such performance. Follow-up controlled substances testing shall be conducted at the discretion of the employer.

VI. ALCOHOL AND DRUG TESTING PROCEDURES.

Alcohol and Drug testing will be conducted by the City's designated medical professional.

1. Alcohol Testing.

Any driver subject to this procedure and required to submit to an alcohol test must provide an adequate sample of breath using an approved Evidential Breath Testing Device (EBT) to a Breath Alcohol Technician (BAT). The BAT shall explain the testing procedures to the driver and request him/her to complete and sign the certification statement of the Breath Alcohol Testing Form. (Refusal to sign this certification shall be considered a refusal to submit to a test.)

1. After the driver has successfully provided the breath sample, the BAT will show him/her the test result displayed on the EBT and record the required information on the form.

   If the test result is less than 0.02, no further testing is necessary.

   If the test result is 0.02 or greater, the BAT shall instruct the driver not to eat, drink, belch, or put any object or substance into his/her mouth. The driver shall wait fifteen (15) minutes for a confirmation test. If the driver puts something into his/her mouth, or belches before the next test, the test will be given and the technician will note the fact on the form.

   The BAT will show the driver the result of the second test displayed on the EBT, record the required information on the form and note problems that arose during the testing process. He/she and the driver shall sign and date the form.

   The BAT shall transmit all results to the Mayor's designee in a confidential manner. If the test results are 0.02 or greater, the designee will remove the driver from safety-sensitive duties.

2. If the driver fails to provide an adequate breath sample, then he/she must be examined by a licensed physician to determine whether a medical condition precluded him/her from providing an adequate amount of breath. If the physician makes such a determination, the failure shall not be deemed a refusal to test.

   If the physician cannot make such a determination, the failure to provide an adequate breath sample shall be deemed a refusal to test.

   In either case, the physician/medical review officer (MRO) shall provide a written

statement to the Mayor's designee of the basis for the physician's conclusion.

2. Drug Testing.

Any driver subject to this procedure and required to submit a controlled substances test must present a photo identification card to confirm his/her identity to the collector and then provide at least a 45ml. urine specimen into a collection bottle in a room that both affords privacy to the individual and protects the integrity of the specimen. The collector will subdivide the urine specimen into two bottles in front of the driver. The two bottles of the driver's urine will be sealed and labeled by the collector, and initialed by the driver before they are shipped to a laboratory currently certified by the Department of Health and Human Services.

VII. NOTIFICATION OF RESULTS.

An employer shall notify a driver of the results of a pre-employment controlled substance test conducted under this part, if the driver requests such results within sixty (60) calendar days of being notified of the disposition of the employment application. An employer shall notify the driver of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted under this part if the test results are verified positive. The employer shall also inform the driver which controlled substance or substances were verified as positive.

VIII. CONSEQUENCES.

If a driver has violated one (1) or more of the prohibitions of this procedure, he/she shall not perform safety-sensitive functions, including driving a commercial motor vehicle, except as provided herein. Removal from the performance of a safety-sensitive function shall not be subject to the Grievance and Arbitration procedure of this Agreement.

1. Evaluation by a Substance Abuse Professional.

Each driver who engages in conduct prohibited by Part IV hereof, shall:

1. be advised by the employer of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substances abuse professionals and counseling and treatment programs; and

2. be evaluated by a substances abuse professional chosen by the City who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substances use.

2. Returning to Duty.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by Part IV hereof, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use,

(a) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed under this section, and

(b) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional, and consist of at least six tests in the first twelve (12) months following the driver's return to duty. The employer may direct the driver to undergo return-to-duty and follow-up testing for both alcohol and controlled substances, if the substance abuse professional determines that return-to-duty and follow-up testing for both alcohol and controlled substances is necessary for that particular driver. Follow-up testing shall not exceed sixty (60) months from the date of the driver's return to duty. The substance abuse professional may terminate the requirement for follow-up testing at any time after the first six (6) tests have been administered, if the substance abuse professional determines that such testing is no longer necessary. Any return-to-duty testing, substance abuse professional evaluation, and follow-up testing shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

3. Costs.

The cost of the substance abuse professional's evaluation shall be the sole and complete responsibility of the driver.

4. Refusal to Submit to Testing.

A driver who refuses a post-offer Pre-Employment test will not be hired.

A driver who refuses a Return-To-Duty test will not be returned to duty.

A driver who refuses a Post-Accident, Random, Reasonable Suspicion, or Follow-Up test will be treated as if he/she had a positive result.

5. Discipline.

Any driver violating one (1) or more of the prohibitions of Part IV hereof shall be suspended without pay until such time as he/she has completed any rehabilitation program prescribed by the substance abuse professional and to the satisfaction of the substance abuse professional.

Any driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be suspended without pay until the start of the driver's next regularly scheduled shift, but not less than twenty-four (24) hours following administration of the test.

On the second occurrence of a driver's violation of one (1) or more of the prohibitions of Part IV hereof, such driver shall be terminated.

Any driver providing false information or attempting to falsify test results shall be immediately removed from duty and subject to discipline up to and including dismissal.

EXHIBIT G

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 after 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 un-prescribed 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".

29. Employees shall not be insubordinate by refusing to perform assigned work or by failing to comply with written or verbal instructions of the supervisors.

30. 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.

31. 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.

32. 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.

33. Employees may not engage in outside private employment without first obtaining written approval from their Director and/or the Mayor.

34. All employees are required to notify the Personnel Office and their Director of any changes to their residence address and telephone number.

35. The conviction of any employee of a felony may result in immediate dismissal regardless of whether the underlying offense occurred during working hours.

36. 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.

37. 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.

38. Incompetency, inefficiency and neglect of duty are grounds for disciplinary action up to and including discharge.

39. Repeated refusal to work overtime.

Resolution No. **21-2013**

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 the Teamsters Local 244, as exclusive bargaining agent for Building and Housing Inspectors, 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 the Teamsters Local 244, to determine equitable compensation, benefits, working hours, and other employment matters for Building and Housing Inspectors; 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. Eligible inspectors will receive retroactive permit inspection payments for that period; and

WHEREAS, the terms of the new contract include a two percent (2%) increase from January 1, 2013 to December 31, 2013; and

WHEREAS, effective January 1, 2013, property maintenance inspection certification will no longer qualify for a license premium; and

WHEREAS, effective January 1, 2014, to December 31, 2014, inspectors will receive a one (1%) hourly rate increase; and

WHEREAS, effective January 1, 2013, Housing Inspectors performing assigned Building Inspections will be compensated at the base Building Inspector rate so long as the time associated with the building permit inspection is at least one (1) hour in a week;

WHEREAS, effective January 1, 2013, monthly contribution for family coverage will be $150 monthly for family coverage and $125 month for single coverage; and

WHEREAS, inspectors hired on or after January 1, 2013, will have two (2) days of personal time, a reduction of two (2) days; and

WHEREAS, inspectors hired on or after January 1, 2013, will be eligible to earn a maximum of four (4) weeks of vacation.

WHEREAS, the terms and conditions of the Agreements have been ratified by the members of the collective bargaining unit.

NOW, THEREFORE, be it ordained 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 the Teamsters Local 244, effective January 1, 2012 through December 31, 2014.

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.