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AGREEMENT

Between

THE CITY OF WARRENSVILLE HEIGHTS

And

CITY, COUNTY AND WASTE PAPER

DRIVERS UNION, LOCAL 244, IBT

Effective Dates:

January 1, 2012 to December 31, 2014

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ARTICLE 1
PREAMBLE

Section 1. This Collective Bargaining Agreement ("Agreement"), is entered into by and between the City of Warrensville Heights, Ohio (hereafter called "Employer," or "City"), and Local Number 244 of the "City, County & Waste Paper Drivers Union," which is affiliated with the International Brotherhood of Teamsters, (hereafter called "Union").

ARTICLE 2
PURPOSE AND INTENT

Section 1. The purpose of this Agreement is to the extent possible, fully set forth in writing all agreements between the parties concerning wages, hours and other terms and conditions of employment. This Agreement is the entire Agreement between the parties, and it supersedes any and all other prior or contemporaneous agreements.

ARTICLE 3
RECOGNITION

Section 1. During the term of this Agreement, the Employer recognized the Union as exclusive representative for negotiating wages, hours of work, and terms and other conditions of employment to the extent so able and as required by law for employees in the bargaining unit for which the State Employment Relations Board has certified the Union. This Agreement shall be construed to apply to and include the following: Truck drivers, laborers, mechanics, and mechanic helpers. The following employees shall be excluded from the bargaining unit: all management level, confidential, supervisors, clerical, seasonal and guards as defined by the act.

Section 2. All employees, other than those in the excluded class as defined in Section 1 herein, shall be deemed to be "probationary employees," with only limited rights and benefit under this Agreement, which status shall continue for a four (4) month period following the official date of hire of such employee. The City shall retain full management right and prerogative to discipline and/or dismiss any such probationary employee for any reason whatsoever during the period of probation, the employee not being eligible to full rights and privileges extended to eligible and full-time employees, under this Agreement, pending the end of the probationary period and designation of such employee as covered, and fully-eligible to all rights and benefits.

ARTICLE 4
DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of

those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required for any employees in the Warrensville Heights Service Department Union membership, from whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union, from time to time, in accordance with its Constitution and By-Laws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Union within thirty (30) days from the date of making said deductions.

Section 5. All current employees in the bargaining unit who are not members of the Union and all employees, other than those excluded from coverage hereunder, who do not become members within thirty (30) days following the end of the probationary period shall be required to pay a "Fair Share Fee", also known as a "Service Fee". Such fee shall be deducted monthly by the Employer for each non-member employee. Should any increase in Union fees and dues occur during the period of this Agreement the Employer agrees upon notification of any increase in deduction for such dues, to further deduct from the non-Union employee(s), as and for such "Fair Share/Service Fee", a sum equal to such increase.

The "Fair Share/Service Fee" shall be established herein to cover: (a) the direct costs incurred by the Union in negotiating the administering of this Agreement and, of settling grievances and disputes arising under this Agreement; and, (b) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. In computing the fair share/service fee charges, the union shall not include any items which would violate a bargaining unit member's First Amendment rights. The union shall also adopt a rebate procedure which shall comply with the First Amendment.

Fair Share/Service Fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of Fair Share/Service Fees shall be deemed automatic during the period of this Agreement only, not requiring further authorization by the employee, as outlined in Chapter 4117 of the Ohio Revised Code. All current employees, who are members of the Union on the date of execution of this Agreement, who thereafter withdraw from membership, shall be subject to the Fair Share/Service Fee provision; as provided for in this Article, during the remaining period of this Agreement.

Section 6. The City shall be relieved from making such individual check-off deductions upon (a) termination of employment, or (b) transfer or promotion to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence; or, (e) termination or expiration of this Agreement.

Section 7. The union hereby agrees to hold the Employer harmless from any and all liabilities or damages including attorney's fees which may arise from the performance of its obligations under this Article, and the Union shall indemnify the Employer for any such liabilities or damages that may arise; provided, however, that nothing herein shall require indemnification for any intentional deprivation of an individual's constitutional rights by the City.

Section 8. The Employer's obligation to make deductions shall terminate automatically upon an employee's transfer to a job classification outside the bargaining unit.

Section 9. Each eligible employee's written authorization for dues deduction shall be honored by the City during the duration of this Agreement, subject however, to any written instructions otherwise, as may be provided by any covered employee under this Agreement.

Section 10. At the request of the Employee, the Employer shall deduct any amount specified from the Employee's Wages and submit to the Ohio Teamsters Credit Union once per month. The Employee shall sign such authorization to permit the above transaction, and the City shall promptly be notified, in writing, when deductions shall be discontinued.

Address of the Ohio Teamster Credit Union is 2020 Carnegie Avenue, Cleveland, Ohio 44115.

ARTICLE 5 UNION SECURITY

Section 1. Membership in the union is not compulsory, employees having the right to join, not join, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Section 2. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of the Agreement have been made for all employees in the bargaining unit and not only for members of or in the Local Union; and, this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Thus, the Employer and Union have agreed to the provisions of this Agreement relating to deduction of a "Service Fee," otherwise "Fair Share Fee," as to any employees not wishing to become members of the Union.

Section 3. In accordance with the expressed policy of this Agreement, those employees within the service category, not otherwise excluded, shall, pursuant to this Agreement, pay to the Union, the employee's exclusive bargaining representative, either the

required dues and/or service fee which fee shall be deducted by payroll deduction in accordance with the Agreement herein.

ARTICLE 6
MANAGEMENT RIGHTS

Section 1. The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force, and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline, discharge, layoff and promote; to promulgate and enforce work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties, and qualifications of the work force, and work schedules. The Employer reserves without limitations all of the rights and authority to manage the City and the Service Department to the full extent permitted by law, and to use discretion in exercising such rights.

ARTICLE 7
UNION ACTIVITIES

Section 1. The Employer agrees to recognize the right of the Union membership to select a Union Steward and/or Assistant, which Steward or Assistant shall act on and in behalf of the Union and its membership. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives, in the performance of their duties. If any employee representative of the Union desires to leave a normal work assignment while acting in the capacity of representative - and, before leaving an assignment pursuant to this Section, the representative (Steward) must obtain approval of the Director of Services, or his designated representative.

ARTICLE 8
PROBATIONARY PERIOD

Section 1. New employees shall be considered to be on probation for a period of one hundred twenty (120) days. The Employer shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise affected by this statement.

ARTICLE 9
DISCIPLINARY AND GRIEVANCE PROCEEDINGS

Section 1. A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement between the City and the Union, or which alleges an employee has been discharged or disciplined without just cause.

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

Section 3. A grievance relating to discharge, suspension, layoff, or recall may be filed at Step 2 of the Grievance Procedure.

Section 4. A grievance under this procedure may be brought by an employee who is in the bargaining unit and/or the Union.

Section 5. The time limits set forth in the Grievance Procedure shall, unless extended by mutual agreement of the City and the Union, be binding; and any grievance not timely presented by the grievant and the Union, or not timely processed thereafter by the event the Union, shall not be considered a grievance under this Agreement.

Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the Union to Step 2 of the Grievance Procedure. Working days, as provided within the Grievance Procedure, shall not include Saturdays, Sundays, or Holidays.

STEP 1. IMMEDIATE SUPERVISOR. The aggrieved employee, with the Union Representative present, if the former so chooses, shall discuss the grievance orally with the employee's immediate supervisor or designated responsible party within five (5) working days after the employee is aware of the problem, but not more than ten (10) working days from the date of the occurrence which gave rise to the grievance. The immediate supervisor shall submit a written response to the grievance within five (5) work days following the date the grievance was presented.

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

Section 6. If the grievance is not settled at Step 2, the Union may request Final & Binding Arbitration. The request must be submitted in writing to the Mayor within twenty-one (21) calendar days of the Mayor's response.

Section 7. Once a matter has been approved for-Arbitration, the Union shall request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. The Parties shall be bound to select an Arbitrator within thirty (30) days from receipt of said panel by the strike-off method, the Union and the City alternately striking a name from the panel, the last remaining Arbitrator to be deemed the mutual selection of the parties.

Section 8. The decision of the Arbitrator shall be final and binding upon the City, the Union, and the employee(s). The Arbitrator's authority shall be limited to interpretation and application of this Agreement, and he shall have no authority to (1) add to, subtract from, or modify in any way, the provisions of this Agreement; (2) pass upon issues governed by Law; or (3) make an award conflicting with the Law. The fee and expenses of the Arbitrator shall be borne equally by the City and the Union.

Section 9. The right to file a grievance under this Article shall supersede any right the employee might have had to appeal through the Civil Service System.

ARTICLE 10
BULLETIN BOARDS AND MEETINGS

Section 1. The Employer agrees to provide suitable space for and maintain a bulletin board within the area of the Service Department. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

Section 2. Authorized agents of the Union shall have reasonable access to the Employer's service area, subject however to reporting his/her presence first to the Service Director and obtaining the Director's (or designee's) permission to enter the Employer's premises. Access shall be only during working hours and for the purpose of adjusting disputes, collection of dues, advising as to Union issues at any permitted meeting, but in all ways, subject to there being no interruption of the Employer's working schedule or interference in the normal work process.

Section 3. The Employer agrees to allow reasonable use of portions of its Service Center Building, and facilities, for the purpose of holding Union meetings, after first obtaining prior approval from the Mayor, as well as availability of space.

ARTICLE 11
SEPARATION FROM EMPLOYMENT

Section 1. Upon any official "Quit" by any employee, the Employer shall pay all money legally due to the employee, including vacation pay and sick-time, on the payday within fourteen (14) day period thereof.

Section 2. This article does not apply if the individual retires Section 3. The employee shall be paid for one-fourth (1/4) of the value of the employee's accrued but unused sick leave credit up to a maximum of 190 hours.

ARTICLE 12
SENIORITY

Section 1. Job classification seniority shall be defined as an employee's length of service while holding the same classification. Job classification seniority would be used to determine lateral transfers, shift and job bids. However, an employee must be qualified to perform the task or assignment within the classification before he can be awarded a bid.

Section 2. City employment seniority shall be deemed as an employee's continuous length of service, effective from his date of hire. City employment seniority would be applied for the purpose of accruing such benefits as: vacation, longevity, and accrued sick leave. City employment seniority shall be terminated when an employee:

- A. quits or resigns;
- B. is discharged for just cause;
- C. is laid off for a period of more than twelve (12) consecutive months;
- D. is absent without leave for three (3) consecutive working days;
- E. fails to report for work when recalled from layoff within three (3) consecutive working days from the date on which the City sends the employee notice, by certified mail that he has been recalled from layoff unless satisfactory excuse is shown;
- F. fails to return to work on-expiration of a leave of absence.

Section 3. The City will provide the Union with a list of all employees in the bargaining unit listing name, job classification, date of hire, and the date of classification not more than twice per year upon request of the Union.

Section 4. When an employee is on an approved leave of absence, such employee will not lose his/her seniority during such period of approved leave of absence. However, an employee shall not accrue seniority during the above referenced period.

ARTICLE 13
LAYOFF AND RECALL

Section 1. **LAYOFF.** Whenever the Employer determines that it is necessary to lay off employees, the Employer shall determine the classification(s) which will be affected and the number of employees to be laid off in each classification. The Employer will notify the employees fourteen (14) days in advance of the date of layoff.

Section 2. To the extent possible, consistent with the Employer's rights of management as specified in Article 12, Section 2 and consideration of any special needs of the Employer's employees, employees shall be laid off in the following order:

- (a) probationary employees;
- (b) the least senior member within the classification.

Section 3. **DISPLACEMENT.** Employees who are laid off shall have displacement rights as follows:

- (a) Drivers to Laborer
- (b) Mechanic to Mechanic Helper, Driver/Laborer

Section 4. **RECALL.** Employees who have been laid off shall retain reinstatement rights to the classification in which they were laid off and shall be subject to recall by the Employer for a period of one year from the date of layoff. It shall be the employee's responsibility to keep the Employer advised, through written notice, of his current, accurate mailing address.

Section 5. Affected employees shall be notified in writing by the Employer of their eligibility for reinstatement upon the Employer determining to recall such employee. Upon notification of recall, employees shall have seven (7) days in which to notify the Employer in writing, of their intention to accept or reject reinstatement. Failure of the employee to accept within seven (7) days shall be considered a rejection of the recall opportunity and shall constitute a basis for being removed from the recall list

ARTICLE 14
COMPENSATION / HOURS OF WORK AND OVERTIME

Section 1. **Wage Increases**

- (a) There shall be no wage increase for the year 2012;
- (b) Effective January 1, 2013 all bargaining unit employees shall receive a one and one-half percent (1.5%) wage increase;
- (c) Effective January 1, 2014 all bargaining unit employees shall receive a one percent (1%) wage increase.

Section 2. The City shall provide training to all CDL holders to ensure that the bargaining unit is well trained and capable of operating all of the equipment listed below. The Special Categories are as follows:

Packer Operators	Tractor Operators
Vac-All Operators	Font-end Loader Operators
Mobile Street Cleaning Operators	Traffic Stripers
General Painters (Special Activity)	Concrete Construction Supervisory
Auto and Equipment Mechanics	Personnel and other such designated
Wood Chipper	Personnel and other such designated
Large Dump Truck	Personnel and other such designated

Section 3. All employees in the job classifications covered by this Contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week.

Section 4. All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours of actual time worked in excess of forty (40) in any one (1) week work period.

Section 5. All employees in the job classifications covered by this Contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on holidays.

Section 6. **Call-In Pay.** When an employee is called in to work at a time when he is not regularly scheduled to report for work, he/she shall receive a minimum of two (2) hours of pay at his applicable rate of pay unless he is plowing snow or working in an emergency situation as defined in Section 8 below. If the employee engaged in such work he shall receive four (4) hours of pay at his applicable rate of pay. If an employee is called in and works more than four (4) hours, he shall receive eight (8) hours of pay.

Section 7. The City encourages all laborers to obtain Commercial Drivers licenses in order to maintain a well-balanced work force. In instances where promotions are necessary to increase the work force of Drivers, the City will utilize those laborers who possess a CDL. It is not mandatory that laborers maintain CDLs.

Section 8. **Overtime and Overtime Rotation.** The City shall be the sole judge of the necessity for overtime. Normal overtime shall be voluntary and an employee shall have the right to refuse an overtime assignment. The normal overtime list shall begin with the most senior employee and shall end with the least senior employee. The need for overtime created as a result of an emergency situation is considered mandatory. An emergency can be declared by the City, Safety Director or Service Department Director. For purposes of this provision, an emergency is defined as an impairment to City services or operations which cannot be delayed until the beginning of the next regular work day. If an adequate number of the employees have not volunteered to work in an emergency situation, the City shall require those employees starting with the lowest seniority to fill the number of vacancies to accomplish the said tasks.

COMPENSATORY TIME

The City agrees to pay compensatory time at the rate of 1.5 or time and one-half their hourly rate. All compensatory time must be used no later than 180 days from the date it was earned. All compensatory time remaining after 180 days shall be paid in cash the next pay period. Compensatory time shall be taken with mutual consent of both employees and his/her supervisor, provided that an employee gives the supervisor a forty-eight (48) hour advance notice of the date that the employee intends to use for purposes of compensatory time. The maximum amount of time that can be accumulated is the amount of hours as outlined in the Fair Labor Standards Act.

INEQUITY ADJUSTMENT

The City and the Union shall schedule Labor and Management meetings to discuss methods of standardizing all wage rates as outlined in Article 3 of the contract. All wage rates shall be included in an appendix of the contract. The City and the Union agrees to establish a base pay rate for all new hires in the classifications of mechanics, truck drivers and laborers.

All mechanics shall receive an annual tool allowance of seven hundred fifty (\$750.00) dollars. Mechanics shall be required to provide receipts to verify the purchase of tools.

SUBCONTRACTING / PRIVATIZATION

The City reserves the right to privatize or subcontract services. However, for the life of the 2012-2014 Agreement, the City shall not privatize or subcontract services where such will lead directly to the layoff of employees.

Section 9. 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, slowdown, job action, walk-out, concerted "sick leave," work stoppage, sympathy strikes, picketing, or interference of any kind at any operations of the employer.

Any employee who violates Section 9 of this article shall, at the discretion of the employer be subject to discharge (selective or otherwise) or other disciplinary action by the employer. The Union shall, at all times, cooperate with the employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 9 of this Article. In the event that any violation of Section 9 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference at any operation of the employer is prohibited and is not in any way sanctioned, or approved, by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once. The employer shall not lock out any employee for the duration of this Agreement, Section 10. If any employee's hourly wage is increased to the starting wage set forth in appendix "A," such employee shall not receive the 2% raise the year 2009 but shall receive the other increases provided in this Article.

ARTICLE 15 **HOSPITALIZATION COVERAGE**

During calendar year 2012, the City shall continue to pay the full cost of monthly premiums for the hospitalization plan provided to employees and employees shall continue to pay all applicable co-payments/office visit and other associated out-of-pocket charges etc., including the deductibles applicable for single or family coverage, up to a maximum annual deductible of \$750 (Seven Hundred Fifty Dollars) for single coverage and \$1,500 (One Thousand Five Hundred Dollars) deductible for family coverage. The City shall have the right to change providers; however, the current levels of coverage shall be maintained for the duration of the agreement.

Beginning January 1, 2013, employees shall contribute ten percent (10%) of the City's monthly premiums for medical, prescription drug, vision and dental coverage, not to exceed \$183.00 per month for family coverage and \$70.00 per month for single coverage.

Section 1. All Service Department personnel are entitled to coverage and shall be entitled to receive the following benefits:

(a) The City will pay for any increase in cost for hospital insurance coverage during the period of this agreement. Service Department employees must have a minimum of four (4) months continuous service to be eligible for this benefit.

(b) **Life Insurance Coverage.** The City-Employer shall, during the life of this Agreement, pay 100% of the insurance premiums upon the life of a covered Service Department employee.

Section 2. The City has the right to create a Health Savings Plan which employees can participate in at their option.

Section 3. Each bargaining unit shall select one (1) representative to a Health Insurance Committee. The Mayor shall appoint two (2) additional members. The committee shall explore options for health insurance and make recommendations to the City and the Union regarding plan design and employee premium contributions.

ARTICLE 16 SICK LEAVE

Section 1. After four (4) months of continuous service on the job, a Service Department covered employee will receive a credit of five (5) days sick leave; thereafter, a one-and-one-quarter (1 ¼) day credit per month, for continuous service.

Annual sick days to which any employee shall be entitled shall not exceed thirteen (13), and shall be used solely in the event of illness or injury of the employee, which the City may require to be verified.

Further, during any calendar year an employee who has completed his probationary period shall be entitled to two (2) personal days, which the employee may utilize in such manner as such employee may determine. The employee shall be required to give no less than three (3) days' notice of intent to utilize a "personal day." Personal days shall be accumulated from year to year.

In no instance shall a personal day be used in conjunction with the start or beginning of any work-week, and/or in conjunction with the start or end of any holiday period.

Section 2. An employee may elect at the time of retirement from active service with the City, and with ten or more years of service with the City or any other public employer, or any combination thereof, to be paid in cash for one-fourth (1/4) the value of the employee's accrued but unused sick leave credit. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. The maximum payment which may be made under this Article shall be for one-half (1/2) of one hundred twenty (120) days.

This provision shall apply to all retirements on or after January 1, 2010. The second sentence in the first paragraph of existing Section 1 shall apply for retirements on or after the

effective date of this Agreement until December 31, 2009 whereupon it shall expire by its own terms.

ARTICLE 17
VACATION BENEFITS

Section 1. All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of City service as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
After 1 year to 3 years	2 weeks
After 4 years to 7 years	3 weeks
After 8 years to 12 years	4 weeks
After 13 years to 18 years	5 weeks
After 19 or more years	6 weeks

Section 2. An employee who is laid off and later re-employed shall be given credit for his service before the layoff, but no credit will be given for that period of time during which the employee did not work.

Section 3. Time in authorized leave of absence shall be deducted for purposes of computing the amount of employment.

Section 4. If a recognized holiday falls within the employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

ARTICLE 18
LONGEVITY PAY

Section 1. Full-time employees of the City will be awarded longevity payments for each year of full-time service commencing on the third (3) anniversary date of full-time service. At that time, the employee will become entitled to a sum of two hundred fifty dollars (\$250). Employees with more than three (3) years of full-time service shall be entitled to an additional increase each year specified in the longevity schedule. In such manner longevity shall continue to be awarded on the employee's successive anniversary date according to the following schedule:

<u>Completed Years of Service</u>	<u>Add Annual Compensation Payable After Application Anniversary Day (Non-cumulative)</u>
3	\$250
4	\$300
5	\$350
6	\$400
7	\$500
8	\$600
9	\$700
10	\$800
11	\$900
12	\$1,000
13	\$1,100
14	\$1,200
15	\$1,300
16	\$1,400
17	\$1,500
18	\$1,600
19	\$1,700
20 or more	\$1,800

ARTICLE 19
HOLIDAYS

Section 1. The following holidays shall be observed and compensation granted to regular employees within the Union bargaining unit:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving Day
Good Friday	Day Before Christmas
Memorial Day	Christmas Day
Fourth of July	Birthday

(i) In the event any employee is required to work on any of the days mentioned herein, such employee shall receive further compensation at the rate of one and one-half (1 ½) times the regular rate of pay.

(ii) Any eligible employee, to qualify for the compensation provided for herein, shall be required to work on the day before and the day after such holiday; provided that such holiday is within the regular scheduled work week and provided further that in the event of illness or emergency, such provision may be waived by the Mayor of the City.

ARTICLE 20
LEAVES OF ABSENCE

Section 1. **Funeral Leave.** After six (6) months of continuous service on the job, a Service Department employee shall be entitled to three (3) days of funeral leave, with pay, on the death of a member of his immediate family. One (1) additional day of leave shall be provided for any out-of-state funeral for the defined members of the immediate family. Immediate family shall be defined to include the spouse, parents, grandparents, and grandchildren, spouses grandparents, children, stepchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law, or Legal Guardian of the employee. The death must be verified to the satisfaction of the Employer and its designated administrative agents.

Section 2. **Jury Duty.** In the event an employee is subpoenaed or called to serve on jury duty, the employee shall be entitled to the difference between what he is paid for jury duty, and the daily rate that he is paid by the City.

Section 3. **Military Leave.** An employee shall be granted an extended leave of absence without pay for military duty in accordance with law and after discharge shall be restored to employment with the City, upon request, in accordance with law. Employees who are drafted or who enlist shall be granted a one (1) day leave of absence with pay, to be charged against accumulated sick leave or paid vacation, for the purpose of taking a military physical.

Section 4. **Family Medical Leave.**

This provision is intended to comply with the Family and Medical Leave Act ("FMLA").

1. **Eligible Employees:**

Employees are eligible for family and medical leave if they have worked for the City for at least 12 months and have worked at least 1250 hours during the 12-month period preceding the start of the leave.

2. **Entitlement to Leave:**

An eligible employee who requests leave for a qualifying purpose will be entitled to up to 12 weeks of family and medical leave in each 12 month period. The leave shall be unpaid, except that health and medical benefits shall continue to be provided on the same terms as if the employee were working. The City will post the FMLA notice provided by the Department of Labor.

3. **Notice:**

The City will post the FMLA notice provided by the Department of Labor.

4. **Reasons for Granting Leave:**

- (A) Birth of a child (and care of a newborn).
- (B) Placement of the child with the employee for adoption or foster care.
- (C) Need for the employee to care for a spouse, son, daughter or parent with a serious health condition.
- (D) The employee's own serious health condition which makes the employee unable to work.

5. **Serious Health Condition:**

A serious health condition is a condition which requires inpatient care (e.g. overnight hospital stay) or continuing treatment by a health care provider for:

- (A) A period of incapacity (inability to work or perform daily activities) for more than three consecutive calendar days and which requires two or more visits to a health care provider or one visit to a health care provider that results in a regimen of continuing treatment by the provider.
- (B) Any period of incapacity for pregnancy or prenatal care.
- (C) Any period of incapacity for a chronic serious health condition (e.g. asthma, diabetes, epilepsy) which may be episodic in nature.
- (D) A period of incapacity for a long-term condition for which treatment may not be effective (e.g., Alzheimer's disease, severe stroke, terminal stage of cancer).
- (E) Any period of incapacity to receive multiple treatments by a health care provider for a condition that would likely result in a period of incapacity of more than three consecutive calendar days absent treatment (e.g., chemotherapy, physical therapy).

6. **Designation of Leave as Family Leave:**

If an employee requests leave for a reason which qualifies for FMLA leave, the City will designate the leave as family and medical leave and so notify the employee within two business days.

7. **Inability to Work:**

An employee is unable to work when a health care provider finds that he/she is unable to perform any one of the essential functions of the job.

8. Health Insurance:

If the employee is covered by group health/medical insurance, the insurance coverage will be maintained for the duration of the family and medical leave. The employee remains responsible of any co-payment of premium. Insurance may be terminated if:

- (A) The employee notifies the City that he/she does not intend to return from leave.
- (B) The employee falls to return from leave.
- (C) The employee exhausts the leave entitlement.
- (D) The employee's co-payment is more than 30 days late, and the City then gives the employee 15 days' notice of termination of benefits.

9. Reinstatement to Job:

On return from leave, an employee is entitled to be returned to his/her old job or an equivalent position with equivalent pay, benefits and other terms and conditions of employment. This right to reinstatement may not extend to employees who are among the 10% highest paid employees.

10. Substitution of Paid Leave:

The City may require the employee to substitute paid vacation or personal leave for unpaid family and medical leave if the family and medical leave is requested for childcare. The City may require the employee to substitute paid vacation, paid personal leave and/or paid sick/medical leave for unpaid family and medical leave if the family and medical leave is requested for a serious health condition of the employee or his/her immediate family.

11. Employee Notice:

- (A) The employee must give the City 30 days' notice of family and medical leave if the leave is foreseeable.
- (B) If the leave is unforeseeable, notice must be given as soon as practicable.

12. Proof of Serious Health Condition:

- (A) At the City's request, employees must obtain certification of a serious health condition on a form supplied by the City from a physician in advance of the leave.
- (B) The City may, when appropriate in its judgment, require re-certification of the leave.
- (C) If the City disagrees with the certification, it may require a second opinion from a different physician (not affiliated with the City).

13. **Intermittent Leave, Reduced Schedule:**

Intermittent leave or a reduced schedule may be taken for serious health conditions under this policy when medically necessary. However, the employee must attempt to avoid conflicts with his/her work schedule, and the City may assign the employee to a different, equivalent job to facilitate the intermittent or reduced schedule leave.

ARTICLE 21
DONATIONS AND CONTRIBUTIONS

Section 1. Employees shall be entitled to one-half (1/2) day for participation in the Teamsters Blood Bank Program, with any time and date therefore, to be determined and approved prior thereto by the City.

Section 2. Deductions authorized by the Union for its "drive" and/or "Credit Union" purposes will be deducted by the City from an employee's wages, upon agreement by the City and written authorization of the employee.

ARTICLE 22
CLOTHING ALLOWANCE

Section 1. The City of Warrenville, Heights, Ohio, will provide ten clean uniforms on a bi-weekly basis for the duration of the Agreement. The City shall also provide work gloves as a supplemental benefit for bargaining unit employees for the duration of the Agreement.

Section 2. **Employee Work Shoe Payment:** The City agrees to pay to each bargaining unit employee a work shoe allowance/payment in the amount of Two Hundred Dollars (\$200.00) each year of the Agreement be paid effective December 1st of each year.

ARTICLE 23
JOB POSTING AND CRITERIA FOR SELECTION

Section 1. When the City determines that a permanent vacancy exists or a new position is created in the bargaining unit, the Employer shall post a notice stating the job classification, rate of pay, shift, and work location. Such notice shall indicate the date of posting and remain posted for five calendar days.

Section 2. Employees who wish to be considered for the posted job must sign the posting notice prior to the end of the posting period. Employees will be awarded job bids based on seniority, provided that said employees possess the skill and ability to perform the job that was posted.

Section 3. Whenever bargaining unit employees are utilized as acting Supervisor or Foreman, said bargaining unit employee shall earn the higher rate of pay for all time that he occupies the Supervisor or Foreman's position.

Section 4. Whenever a bargaining unit employee works outside his/her job classification in a classification that pays a higher rate, then he/she shall be paid the higher rate of pay for all time spent in such classification.

ARTICLE 24
CONFORMITY OF LAW / SAVINGS CLAUSE

Section 1. This Agreement shall be subject to and subordinate to any present and future federal and/or municipal laws, together with any applicable rules and regulations, and invalidity of any provision of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a Court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof has not been included herein.

Section 3. In the event any one or more provisions of this Agreement are deemed invalid or unenforceable by any final decision of a Court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other portions of the Agreement shall remain in full force and effect. In such event the Employer and Local 244 will, at the request of either party hereto, thereafter and at a reasonable time enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 25
DRUG AND ALCOHOL TESTING

All employees who are required to be randomly tested under law (e.g. Department of Transportation regulations regarding employees required to have a Commercial Driver's License who drive vehicles in excess of 26,000 pounds), and all employees in Safety Sensitive Positions shall be subject to random drug/alcohol testing. Such testing shall be conducted in accordance with the DOT procedures. Further, when there is a reasonable suspicion to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination. Both random examinations and reasonable suspicion examinations are conducted for the purpose of determining the presence of illegal drugs or alcohol in the employee tested. [An employee who is directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense. The City's designee shall approve all drug/alcohol testing. (This testing will include possible urine, blood, or Breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be suspended without pay pending discharge. An employee who fails a drug or alcohol test for the

second time during his/her employment with the City shall be discharged immediately by the City.

An employee may be referred to fitness-for-duty screening if at least one (1) supervisor has a reasonable suspicion that the employee is then under the influence of alcohol or a controlled chemical substance. The circumstances supporting an allegation warranting reasonable suspicion testing shall be reduced to writing, signed by the supervisor, and copies provided to the employee and Union prior to testing. The demand for urine, blood or breath specimen should be based only upon specific objective facts and reasonable inferences drawn from those facts in light of experience that the employee is then under the influence of drugs or alcohol. In addition, employees may be referred for mandatory urine, blood, or breath, for drug and/or alcohol screening under the following circumstances:

- (a) A disciplinary probation for employees who have violated the City's drug and alcohol rules; or
- (b) For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drugs and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, a history of excessive absenteeism not related to a specific illness, documented evidence of deteriorating job performance or of aberrant behavior in the six months immediately preceding the leave of absence or documented involvement with drugs off the job.

An employee shall be entitled to have a Union representative present before testing is administered.

As concerns urine samples for drug testing, employees to be tested will undergo an initial screening (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GCJMS) test will be used. The City will ensure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting. The testing procedures should not demean, embarrass or cause physical discomfort to employees. Altering or switching a specimen sample for a drug/alcohol test, or otherwise refusing to follow the established testing procedure and/or guidelines, shall be grounds for immediate suspension without pay pending discharge.

The results of any drug or alcohol-screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Copies of test results shall be given to the City and to the individual tested. Where urine, blood or other samples have been taken, the two samples will be preserved for a reasonable period of time and tested employees will have the opportunity to take one of these samples to a reputable physician or laboratory of their choosing for re-testing.

Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The City's SAP program can provide counseling and referral. All records of an employee seeking medical rehabilitation for a

drug or alcohol problem, either through SAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependence affects job performance so as to endanger fellow employees, the public or otherwise adversely impact on the employee's ability to perform his or her job duties.

Participating in the EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results; the ability to privately test the blood, urine or other samples at an independent lab and the opportunity to rebut any allegation of chemical abuse. Any charging letter issued to an employee which includes allegations of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol.-

Any employee found to have positive screens for drugs or alcohol must be given medical clearance by a qualified physician acceptable to the City before returning to work.

An employee shall be deemed to have failed an alcohol test if:

- (1) The person has a concentration of eight-hundredths of one percent or more by weight of alcohol in his blood;
- (2) The person has a concentration of eight-hundredths of one gram or more by weight of alcohol per two hundred ten liters of his breath;
- (3) The person has a concentration of eleven-hundredths of one gram or more by weight of alcohol per one hundred milliliters of his urine.
- (4) The person has a concentration of ninety-six-thousandths of one per cent or more by weight per unit volume of alcohol in the person's blood serum or plasma.

After an employee has tested positive for drugs or alcohol, such employee will be allowed to use his/her sick time or vacation during the period in which they are out of work due to counseling/rehabilitation.

If any employee tests positive for drugs or alcohol for the second (2nd) time during his/her tenure with the City, such employee shall have his/her employment terminated immediately.

The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

The Union shall be indemnified and held harmless by the City for any violation of an employee's constitutional, common law, or statutory rights.

ARTICLE 26
GENERAL SAFETY PROVISIONS

Section 1. 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 supervisor of the City's Service Department;
- (3) One member from the Mayor's Administrative Staff.

Section 2. **DUTIES OF THE SAFETY COMMITTEE**

The Safety Committee shall meet at least once a quarter to review overall safety programs established for the employees in the Service Department of the City of Warrensville Heights.

ARTICLE 27
DURATION

This Agreement shall be effective from the date of ratification and shall remain in effect until December 31, 2014. Either party may submit a notice to negotiate as outlined in 4117 ORC not more than 90 days prior to the expiration of the Agreement.

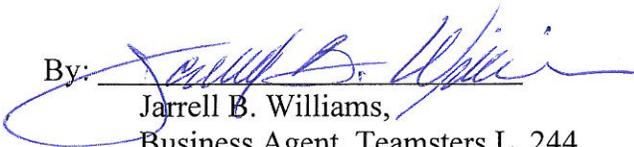
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ARTICLE 28
EXECUTION OF AGREEMENT

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 21st day of November, 2012.

FOR THE UNION

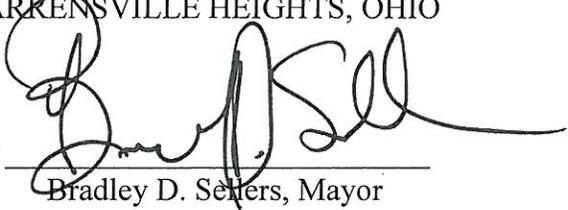
Local 244, City, County and Waste Paper
Drivers Union, A/W International
Brotherhood of Teamsters

By: 

Jarrell B. Williams,
Business Agent, Teamsters L. 244

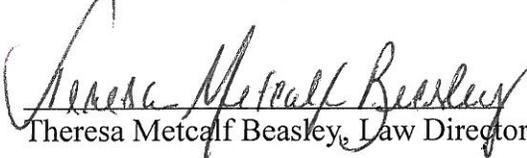
FOR THE EMPLOYER:

CITY OF
WARRENSVILLE HEIGHTS, OHIO

By: 

Bradley D. Sellers, Mayor

APPROVED AS TO FORM


Theresa Metcalf Beasley, Law Director

2487-12-07

APPENDIX A

HOURLY WAGES

	<u>2012</u>	<u>2013</u>	<u>2014</u>
Driver/Laborer	\$18.00	\$18.27	\$18.45
Non-Driving Laborer	\$14.21	\$14.42	\$14.56
Heavy Duty Mechanic	\$23.57	\$23.92	\$24.15
Small Engine Mechanic	\$19.28	\$19.56	\$19.75