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AN AGREEMENT

BETWEEN

THE CITY OF WICKLIFFE, OHIO

AND

MUNICIPAL FOREMEN AND LABORERS' UNION, LOCAL 1099, AFL-CIO

Effective: January 1, 2013
Expires: December 31, 2015

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ARTICLE 1 PREAMBLE

1.01 This Agreement, entered into by the City of Wickliffe, Ohio, hereinafter referred to as the "Employer," and the Municipal Foremen's and Laborers' Union, Local 1099, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 2 PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote departmental efficiency and improved work performance of bargaining unit employees as the parties mutually recognize that the services provided are essential to the City of Wickliffe, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all full-time employees employed in the Service Department occupying the positions of Mechanic I, Mechanic II, Traffic Technician I, Traffic Technician II, Licensed Electrician and Laborer I, II, III, and IV, and Custodial Worker, excluding all part-time, seasonal, temporary, and probationary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 4 DUES DEDUCTION

4.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues and/or fair share fees deduction authorization forms permitting said deductions. The dues deductions shall be made from the first pay check of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay check, provided the employee's check is sufficient to cover the deduction.

4.02 The Employer agrees to supply the Union with a list of those employees for whom the dues deductions have been made.

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

4.04 All employees newly hired subsequent to the execution date of this Agreement, shall, upon the satisfactory completion of their ninety (90) days shall either voluntarily become members of the Union or pay a "fair share fee," not to exceed the monthly Union dues, as a condition of employment. The deduction of the "fair share fee" shall be automatic and not require a written authorization from such employees.

4.05 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damage that may arise.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Not by of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend, and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged; 3) determine the qualifications of employees covered by the Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any and all of its facilities, property, processes, or work with or to any municipality or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, process of work; 14) terminate or eliminate all or any part of its work or facilities; and 15) determine the necessity of overtime and the amount thereof.

5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 6 NO STRIKE - NO LOCKOUT

6.01 The Union shall not, directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage, picketing or interference of any kind of any operation or operations of the Employer for the duration of this Agreement.

6.02 Violations of this Article shall be considered proper cause for discharge or other disciplinary action.

6.03 The Union shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent and to terminate, any violation of this Article. In the event any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference of any operation or operations of the Employer is prohibited and is not in any way sanctioned or approved by the Union and that all orders of the Employer's supervisors shall be complied with during the period when a dispute is being processed through the grievance procedure. Furthermore, the Union shall immediately advise the employees to return to work at once. In the event that the Union fails to immediately advise and/or the employee(s) fail to return to work at once, said employee(s) may be disciplined up to and including termination and the only question before an arbitrator would be whether or not he/she did in fact participate in or promote such action.

6.04 The Employer agrees that it shall not lock-out any employee(s) for the duration of this Agreement.

ARTICLE 7 PROBATIONARY PERIOD

7.01 All newly hired employees will be required to serve a probationary period of twelve (12) months, excluding any time spent on unpaid leaves of absence. During said period the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievances or appeal procedures herein contained. The Employer may shorten or waive this period at its sole discretion.

7.02 If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of this Article.

ARTICLE 8 NONDISCRIMINATION

8.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, religion, national origin, age, sex, disability, and Union Membership

8.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members or non-members.

8.03 The Union recognizes that the Employer must comply with the requirements of the Americans with Disabilities Act (ADA) even where a conflict may exist between the ADA and a specific provision of this Agreement. Therefore, the City may take any action deemed necessary to comply with its duty to provide reasonable accommodation under the ADA. Prior to taking said action, however, the City agrees to notify the Union of the proposed action and meet with the Union upon written request prior to implementation. The actions taken by the Employer for

the purpose of complying with the ADA are grievable to the extent that they may be arbitrary or capricious.

ARTICLE 9 UNION REPRESENTATION

9.01 The Employer agrees to recognize one (1) employee to act on the Union's behalf for the purposes of performing Union related activities and to meet the Employer's representatives as may be required. This employee shall be known as a "Steward," with one (1) employee in the Service Department being so designated. The Steward shall have an alternate who shall act in the absence of the permanent Steward. The Union shall supply the name of the employee(s) so designated to the Employer and shall keep the Employer currently notified of any changes.

9.02 It is hereby agreed that non-employee Union officials may visit employees on the Employer's premises, provided that such visitation is approved of in advance by the Employer and that such visitation does not interrupt or interfere with the visited employee(s) work. At no times shall there be more than one (1) non-employee Union official exercising such visitation rights without the express permission of the Employer.

ARTICLE 10 SAFETY COMMITTEE

10.01 A Safety Committee consisting of not more than two (2) Employer representatives and not more than two (2) Union representatives, shall meet on a quarterly basis, if necessary, to maintain safe working conditions for all employees. The Committee is authorized to make recommendations to the Service Director to improve safety. If conditions warrant, at the Service Director's discretion, meetings may be held more frequently if requested by either party.

10.02 All Bargaining Unit employees shall be required to follow safety rules and regulations as established by the Employer or be subject to possible disciplinary action.

ARTICLE 11 SENIORITY

11.01 Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time said probationary period shall be added to such employee's total length of continuous employment.

11.02 An employee's seniority shall be terminated when one (1) or more of the following occurs:

a) he resigns;

b) he is discharged;

c) he is laid off for a period exceeding twenty-four (24) months;

d) he retires;

e) he becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;

f) he refuses a recall or fails to report to work within ten (10) work days from the date the employee receives a certified mail recall notice from the Employer sent to the employee's last known address on file with the Employer or returned unclaimed, address unknown, etc. The employee is responsible for notifying the Employer of any address changes by certified mail.

11.03 If two (2) or more employees are hired on the same date, their relative seniority shall be determined by the drawing of lots.

ARTICLE 12 LAYOFF AND RECALL

12.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reductions shall be made in accordance with the provisions hereinafter set forth.

12.02 For purposes of a layoff, employees within the Mechanic or Laborer/Traffic Technician/Licensed Electrician job titles/classifications, shall be laid off according to their relative seniority (within the Bargaining Unit as mechanic or laborer) with the least senior employee being laid off first providing that all probationary employees within the affected job title(s) are laid off first. There shall be no displacement or "bumping" rights from one job title or classification to another except that mechanics can bump other service department employees provided they are qualified to perform the job. Custodial workers will be included in the Service Department roster, but may only bump an employee with lesser seniority if qualified to perform the job.

12.03 Recall shall be in the inverse order of a layoff and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his layoff.

12.04 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report for work within ten (10) working days from the date the recall notices were mailed, shall be considered to have resigned his position and forfeits all rights to employment with the Employer. The employee is responsible for making any address changes by certified mail.

12.05 The Employer will give thirty days (30) days advance notice to employee(s) scheduled for a layoff.

ARTICLE 13 VACANCIES AND JOB POSTING

13.01 When the Employer determines a job vacancy or vacancies occur within the bargaining unit, the Employer will post an announcement of such vacancy or vacancies. Said posting(s) shall remain posted for a period of five (5) work days. The announcement shall contain the job

title of the vacancy, a brief job description and the rate of pay. A copy of all postings shall be sent to the President of the Union.

13.02 Any employee(s) wishing to apply for the posted vacancy or vacancies must submit his application in writing to the Department Head by the end of the posting period in order to be considered for the position(s). A list of the applicants and the successful bidder, if any, shall be provided to the Union. Where the Employer has determined that qualifications as established by the Employer (i.e. experience, past performance, job knowledge and ability, etc.) are equal, seniority shall prevail.

13.03 An employee who is awarded a new job shall be required to satisfactorily complete a ninety (90) calendar day probationary period excluding time spent on unpaid leaves of absence. If, during this period or at the end of this period, it is determined that the employee cannot satisfactorily perform the new job, he will be reduced to his previously held position at his prior rate of pay.

13.04 In the event a classification is eliminated within a classified series within the bargaining unit, the least senior employee(s) within said classification series shall have the bumping rights to his previously held position at the current rate of pay of said position.

13.05 Any employee given a position or salary increase under this paragraph shall be paid at the new rate from the first date assigned.

ARTICLE 14 OUT OF TITLE WORK

14.01 Any employee who is temporarily assigned to a position with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay for all time worked in such position.

14.02 Whenever an employee is designated as an Acting Foreman by the Service Director or his designee, said employee shall be entitled to receive on a day to day basis for actual hours designated, an additional two dollars and seventy five ($2.75) per hour to his regular hourly rate of pay. An Acting Foreman must provide direction to employees to which he is assigned and must be able to effectively delegate tasks, identify and secure necessary materials, provide leadership guidance, ensure completion of projects and/or other work in progress in a timely manner, and communicate as necessary with the Service Director or his designee in the performance of said duties. Any employee shall have the right to refuse the designation as an Acting Foreman and shall not be subject to disciplinary action. No employee will be assigned acting foreman duties on Saturday or Sunday. The City will not use an Acting Foreman during an overtime situation. This includes, but is not limited to, snow/ice removal situations, traffic control problems, and road/park related activities.

ARTICLE 15 WORKDAY AND WORKWEEK

15.01 The normal workweek for regular full-time employees shall be forty (40) working hours in five (5) days for eight (8) consecutive hours each day, exclusive of the time allotted for meals during the pay period starting at 3:31 p.m. Friday and ending at 3:30 p.m. the following Friday.

15.02 This Article shall not be construed as a guarantee of hours of work per day or per week. In the event it is necessary to modify the hours of work, the Employer will meet with the Union and discuss the situation and attempt to reach an agreement on the action to be taken. Changes in hours of work resulting from snowfall or other unusual situations shall not require any discussions with the Union.

15.03 All employees will be allowed a maximum of thirty (30) uninterrupted minutes for a scheduled lunch period, which is to be taken at a time designated by the Employer, on or near the middle of the workday.

ARTICLE 16 SICK LEAVE

16.01 Sick leave shall be defined as an absence with pay necessitated by the illness or injury of the employee.

16.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours paid, excluding overtime, and may accumulate such sick leave to an unlimited amount.

16.03 An employee who is to be absent on sick leave shall report said leave and the reason therefore between 5:30 a.m. and 6:30 a.m. before the start of his work day each day he is absent unless due to emergency or unusual circumstances as found acceptable to the Employer. If the absence is expected to be for more than three (3) days, the employee must then give the Employer an approximate date of his return to work. Employees must give sick leave notification by contacting the Service Garage Answering Machine. In case of malfunction, employees must contact the Police Department. Failure to give proper notice may result in the employee being considered absent without leave and subject to non-payment for the absence as well as progressive discipline.

16.04 Sick leave may be used in segments of not less than one (1) hour except in extenuating circumstances as approved by a supervisor.

16.05 Before an absence may be charged against accumulated sick leave, the employee must execute an absence authorization form as prescribed by the Employer and file the form with the Department Head prior to the start of an employee's shift on the first day of return from illness or injury. The Department Head may also require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than three (3) work days must supply a physician's report to be eligible for paid sick leave, unless such report is waived by the Department Head. An employee who uses sick leave for himself or a member of his immediate family to seek medical attention must supply a

physician's report with sufficient information as to the employee's or the employee's immediate family member's illness, treatment, etc. to be eligible for paid sick leave. A physician's statement may be required to be submitted to the Employer prior to return to duty when the expected duration of the absence is for an extended period.

16.06 If the employee fails to submit adequate proof of illness upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head finds there is no satisfactory evidence of illness sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

16.07 Any abuse, excessive use, or patterned use of sick leave shall be sufficient cause for disciplinary action. In addition, the Department Head may require a physician's report with sufficient information as to the employee's illness, treatment, etc. for each day of absence for a period of one (1) year from notification to said employee of such abuse, excessive use, or pattern of use.

16.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to work, to be examined, by a physician designated and paid by the Employer, to establish that he is capable of the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

16.09 In addition to personal illness or injury to the employee, absence due to death or illness in the employee's immediate family, when approved by the Department Head, may be charged against sick leave.

16.10 When the use of sick leave is due to an illness in the immediate family, "immediate" family shall be defined to only include the employee's spouse, children, and parents. When the use of sick leave is due to death in the employee's immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, and other relatives as approved by the Employer.

16.11 A new employee employed on or after 01/01/01 shall be permitted to transfer any accumulated unused sick leave earned with another Ohio political subdivision. No credit will be given for any time remaining as the result of a cash out with the employee's previous Employer. Such transferred sick leave may only be used as sick leave as set out in this article after all sick leave earned with the City of Wickliffe has been used and will not be added to or subject to cash out of sick leave set out in Section 16.12 of this article.

16.12 Upon normal retirement, disability retirement, or death of an employee who has completed not less than fifteen (15) years of continuous full-time service with the Employer or has attained the age of fifty-five (55) years, such employee(s) (or the employee's estate in the case of death) shall be entitled to receive cash payment equal to his hourly rate of pay at the time of retirement or death multiplied by one-half (2) the total number of sick hours he has accumulated at the time of retirement or death. In no event shall an employee or an employee's estate be entitled to more than nine hundred sixty (960) hours of pay under this paragraph.

16.13 Employees who are absent due to illness for any part of the last scheduled day before or first scheduled day back from vacation, holiday, or personal day must provide a physician's report with sufficient information as to the employee's or employee's immediate family member's illness, treatment, etc. to be eligible for paid sick leave.

16.14 In the event a difference of opinion between the employee's physician and the Employer's physician exist as to whether the employee is capable of the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees, a third physician's opinion shall be used to make the final decision which shall not be grievable or appealable under the terms of this Agreement. The third physician shall be mutually agreed upon by the employee and the Employer and the costs for obtaining the opinion/report of the third party physician shall be equally borne by the employee and the Employer.

Any employee who has been employed with the City for at least a year shall be granted or placed on up to twelve (12) weeks of unpaid leave of absence per year for one or more of the following:

1. The birth of a son or daughter to the employee and in order to take care of such son or daughter.

2. The placement of a son or daughter with the employee for adoption or foster care.

3. To care for a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.

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

Said leave shall coincide with other paid leaves in this contract (e.g. sick leave if medically necessary, vacation, personal days, unpaid disability leave, maternity leave, etc.) and may be taken intermittently or on a reduced leave schedule when medically necessary, but shall not exceed a total period of twelve (12) weeks in any consecutive twelve month period. The Employer shall pay its share of the cost of all negotiated insurance premiums during such leave. The authorization for leaves without pay for reasons other than those listed above, or for periods of time exceeding those stated, shall be granted at the discretion of the Employer.

The Employer shall comply with all minimum Federal Laws, in regard to the Family Medical Leave Act (FMLA). Employees shall be required to substitute all or part of any accrued paid leave time such as sick leave, if medically necessary, or vacation for all or part of the twelve (12) weeks permitted under this Section and applicable law.

ARTICLE 17 HOLIDAYS

17.01 All employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Friday after Thanksgiving	Christmas Day
Memorial Day	
Independence Day	

17.02 In order to be eligible for the above holidays, the employee must report to work and actually work the last scheduled work day before the holiday and immediately after the holiday, unless specifically excused by the Department Head or the employee is on an authorized vacation. A work day for purposes of this section is defined as eight (8) hours. Unexcused absences beyond one tenth (1/10) of an hour shall reduce the work day to less than eight (8) hours. Repetitive or pattern use of unexcused absences before or after a holiday will result in a loss of paid holiday for said employee. Excused tardiness upon notification by an employee and for bona fide emergencies are not subject to this eight (8) hour provision.

17.03 When any of the above holidays fall on a Saturday, the immediately preceding Friday shall be observed as the holiday, and when any of the above holidays fall on a Sunday, the immediately following Monday shall be observed as the holiday.

When Christmas Day falls on a Saturday, the holiday on the Eve shall be observed on the Thursday with Christmas observed Friday.

When Christmas falls on a Monday, the holiday on the Eve shall be observed Friday and Christmas will be observed on Monday.

Any employee scheduled to work other than Monday through Friday shall observe the first of the two (2) days off per week as if it were a Saturday and the second (2nd) day off as if it were the Sunday.

17.04 In addition to the above holidays, each employee shall receive two (2) personal days. A newly hired employee shall only be entitled to one (1) personal day if hired on or after July 1st of the calendar year. Such personal day may only be taken with the advance approval of the Department Head and within the year earned or it shall be forfeited. Any employee who completes twenty (20) years of service shall be entitled to an additional personal day. One (1) personal day may be used in four (4) hour increments.

ARTICLE 18 VACATIONS

18.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Service	Vacation Time
After one (1) year	Two (2) weeks
After five (5) years	Three (3) weeks
After ten (10) years	Four (4) weeks
After fifteen (15) years	Five (5) weeks

18.02 Vacation time shall be earned in accordance with the above schedule. Each employee shall be entitled to such vacation leave on his anniversary date providing such employee(s) have completed the required years of service. Employees hired during a calendar year shall be awarded one (1) day of vacation per month worked during that year, not to exceed ten (10) days, which shall be taken after January 1st of the next year. The amount of vacation an employee is entitled to at the beginning of each year shall be reduced by one-twelfth (1/12) for every 174 hours in the previous year in an unpaid status. An employee who becomes eligible for an additional week of vacation during a calendar year may reasonably request and/or be granted such time during that year, however, the Employer reserves the right to deny the vacation request if such additional vacation time is requested by the employee during the last quarter of the calendar year or if use of such time would create scheduling shortages. Vacation requests which are denied may be carried over to the next succeeding year as provided in this Article.

18.03 Vacation time shall be taken as approved in advance by the Employer, with the senior employee within job classifications granted a preference when two (2) or more employees request the same time period. The Employer shall have the authority to assign vacation periods to insure an adequate staffing of the Department and to insure all employees utilize their vacation time. Vacation periods shall commence on an employee's work day in accordance with Section 15.01.

18.04 If an employee, with at least one (1) year of seniority voluntarily terminates his employment or is involuntarily terminated by the Employer, he shall be eligible and entitled to receive payment for all earned and accrued, but unused vacation time. In the case of death of the employee, said vacation time shall be paid to the employee's estate.

18.05 Not more than three (3) employees may be on pre-scheduled paid leave (vacation, compensatory time, personal paid holiday) at the same time during December, January, February, and March subject to the approval of the Employer based upon operational needs. Approval under this section shall be on a first come first served basis except seniority shall prevail in the event that two (2) or more employees apply at the same time for the same day. Employees may request vacation during the aforesaid months by submitting a request thirty (30) days prior, to be approved or disapproved within five (5) work days of such request.

18.06 The Employer shall post a vacation schedule by January 1st of each year and all approvals and disapprovals shall be submitted to employees no later than March 31st of each calendar year. Any unused vacation must be scheduled by November 1st and used by December 31st of each calendar year.

18.07 Employees may split up to three (3) weeks, i.e., fifteen (15) days, into daily segments and such remaining vacation leave must be taken in weekly segments.

18.08 Employees may use one (1) week (5 days) of the daily segment vacation days in section 18.07 in four (4) hour segments. Otherwise, vacation may not be taken in segments of less than one (1) day.

18.09 Employees shall be permitted to carryover a maximum of five (5) days of vacation and/or personal days into the succeeding calendar year with the approval of the Department Head. Carryover of vacation shall be granted pursuant to paragraph 18.02 or for other reasons deemed appropriate by the Employer.

18.10 If a recognized holiday falls within an employee's vacation leave of weekly usage, the employee shall have the option of extending his vacation one day or utilizing the said vacation day during the course of the calendar year subject to the approval of the Department Head.

ARTICLE 19 FUNERAL LEAVE

19.01 All employees shall be granted time off with pay for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days off for each death in the employee's immediate family. For the purpose of this Article, "immediate family" shall be defined as only including the employee's spouse, children, parents, brother, sister, parents-in-law, son-in-law, daughter-in-law, grandchildren and grandparents, or person whom the employee is in loco parentis.

19.02 In the event the death occurs during the employee's work day, he shall be granted the remaining portion of the day off with pay. Such time shall not be deducted from any of the employee's leave credits. If a death occurs in an employee's immediate family during an employee's vacation leave, the employee may substitute entitled bereavement leave under Article 19 for the pre-approved vacation. Upon request and approval of the Employer, the employee's pre-approved vacation may be extended to reflect the bereavement leave days.

ARTICLE 20 COURT LEAVE

20.01 Any employee who is required to be absent from work due to serving as a juror or as a witness due to a work related incident, shall be paid his regular hourly rate for all hours absent from work, providing he surrenders any and all fees and/or expenses he receives from such duty to the Employer and returns to work as soon as possible.

20.02 This Article shall not apply to employees who must make a court appearance for a personal matter such as a divorce, custody, civil, juvenile, criminal, or other proceeding. Such

appearances must be taken from accumulated paid leave or if no paid leave is available, as an unpaid leave of absence. An employee must notify the Department Head as soon as the date and time of such appearance is made known to the employee.

20.03 Employees shall return to work upon completion of his/her court appearance or jury duty.

ARTICLE 21 INJURY LEAVE

21.01 In cases uncontested by the Employer, when an employee is injured while on duty and is temporarily and totally disabled exceeding seven (7) consecutive calendar days, they shall be eligible for paid leave not to exceed ninety (90)consecutive calendar days unless eligible for pension. The employee will be compensated their normal rate of pay and considered in the active pay status. The employee will be compensated for such days they normally would have been scheduled to work after the initial seven (7) consecutive calendar days of absence over the next thirty (30) consecutive calendar days of absence. Employees shall be required to utilize any accrued sick or other paid leave to their credit during the first seven (7) consecutive calendar days. The Employer may require the employee to perform light duty work provided the employee is capable.

21.02 The employee may be required to sign a wage agreement assigning to the Employer those sums of money paid by Workers' Compensation should a claim be filed for such period the employee receives injury leave pay.

ARTICLE 22 OVERTIME

22.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1 1/2) times their regular hourly rate for all hours actually worked in excess of eight (8) in any day or forty (40) hours in any week. However, all employees, when performing assigned overtime work on holidays as set forth in this Agreement, will be entitled to receive pay at the rate of two (2) times their regular hourly rate for all hours actually worked on the designated holiday except on Christmas Eve, Christmas Day, New Year's Day, and Independence Day which shall be two (2) times their regular hourly rate for all hours actually worked on the actual holiday. All assigned overtime shall be subject to the provisions of Article 23, "Equalization of Overtime." For the purposes of this Article, compensatory time shall be construed as hours actually worked but sick leave shall not be construed as hours actually worked. The Employer agrees not to stagger the work period for the sole purpose of avoiding overtime.

22.02 Due to the nature of the services being provided, the performance of emergency overtime by Bargaining Unit employees is considered a condition of employment. Employees who fail to be available for emergency snow and ice control overtime shall be subject to progressive discipline (i.e., verbal reprimand, written reprimand, suspension(s), termination). Employees shall not be subject to progressive discipline when prior notification of unavailability has been given to the Employer, but will be credited with the available overtime hours as if he actually had worked the overtime. However, any abuse, excessive use, or patterned use of said unavailability shall be sufficient cause for disciplinary action. Employees who refuse emergency

overtime shall be considered insubordinate and subject to disciplinary action up to and including termination.

22.03 Employees who fail to be available for emergency overtime due to illness or injury may be required to provide medical evidence justifying the unavailability.

22.04 Employees on pre-approved vacation, compensatory time or personal paid holiday shall not be subject to this provision for the day(s) approved, a day being defined as from 12:01 a.m. to 12:00 midnight, unless the employee elects to be available in writing.

22.05 If an employee takes a vacation in a one week block from Monday through Friday, said employee must elect in advance as to overtime availability the weekend before or after the vacation.

22.06 The Employer will post available casual overtime and select the employee required to work overtime no later than twenty-four (24) hours in advance of the start time for such overtime, provided, the Employer is able to determine that such overtime is necessary.

22.07 No employee will be required to work more than twelve (12) consecutive hours without such employee's approval. Further, employees will not be required, except with the employee's consent, to work overtime unless they have had at least eight (8) hours off between shifts.

22.08 Employees shall have the option of taking overtime payments in cash or compensatory time which shall be earned at the same rate as cash payment. Upon accumulation of a minimum of four (4) hours of overtime within a pay period, an Employee may divide said hours into compensatory time and payment by notifying the Service Garage Administrator on the final day of the pay period. Failure of the Employee to notify the Administrator of said desire shall cause all overtime hours to be paid. Employees may carry a balance up to an aggregate total of forty-eight (48) hours in any calendar year. At the end of any calendar year, an employee has the option to be paid for any unused compensatory time or carryover into the new calendar year up to a maximum of forty-eight (48) hours of unused compensatory time.

22.09 The use of compensatory time is subject to a twenty-four (24) hour advance request by an employee and approval of the Employer and must not result in the utilization of another employee on an overtime basis to work for the employee taking the compensatory time. In the event of an unusual operational condition, the Employer, at its sole discretion, may revoke the employee's compensatory day or portion thereof. Compensatory time may be used in eight (8) hour or less hourly increments up to a maximum of forty-eight (48) hours at one time.

22.10 Employees shall generally not be disciplined for refusing to work casual or emergency overtime other than overtime under section 22.02; however, in the event an insufficient number of employees volunteer for said overtime or such employees are unable to either efficiently or adequately perform the work, the Employer shall have the right to assign and require the least senior employees to perform casual or emergency overtime other than overtime under section

22.02. Failure of the least senior employee(s) to respond and perform casual or emergency overtime other than overtime under section 22.02 may result in disciplinary action for insubordination.

22.11 Any employee who is recalled to work after leaving work, or on a day when he is not scheduled to work, shall be given a minimum of three (3) hours work or three (3) hours pay at his regular hourly rate, providing that the time worked or paid for does not abut the employee's work day. Call backs that require call back pay occur after the employee has left the property after finishing the scheduled shift and continues until one (1) hour before commencement of the next scheduled shift.

22.12 The City agrees that if between December 1 of each year and the following March 15 it will deem necessary appointments with doctors or physicians as work time as long as the Employer is given more than 48 hours notice and a physician statement is returned after the doctor visit.

ARTICLE 23 EQUALIZATION OF OVERTIME

23.01 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not effect the orderly and efficient operation of the effected department. For the purpose of this Article, "department" shall be defined as the various divisions within the Service Department.

23.02 The Employer shall maintain two (2) overtime rosters; one (1) roster for emergency overtime which all employees are subject to, and one (1) roster for those employees wanting to be subject to casual overtime. The Employer shall attempt to fill its casual overtime needs from the casual overtime roster first. In the event that the Employer, at its sole discretion, determines that the casual or emergency overtime work is of such a nature that it requires particular skills, a continuity of service, or other special need in order to properly, efficiently, and/or adequately perform the work, the Employer may assign the work to that individual(s) it deems appropriate. For purposes of general labor casual overtime work, if an insufficient number of employees accept the casual overtime work, the Employer shall assign the employee with the least senior employee to perform the casual labor overtime work.

23.03 A record of the overtime hours worked by such employees shall be kept on a list and displayed within the Service Garage. Overtime hours shall be recorded on this list as soon as practical after the employee(s) works the hours. An employee who is offered overtime work and for any reason refuses or fails to work the overtime, shall, for the purposes of overtime equalization, be credited with the overtime hours as if he had worked the hours, not to exceed twelve (12) hours. Employee(s) who are unavailable to be contacted by phone shall be treated similarly.

For purposes of this Article only, an employee who is off for any reason, for purposes of overtime equalization only, shall be credited with the offered overtime hours as if he had actually worked the overtime hours not to exceed twelve (12) hours. An employee who does not report to work because he has taken a personal day, compensation day, or a vacation day, shall become eligible for offered overtime by notifying the Service Garage Administrator or Director of Public Service in writing that he is available for overtime during the period of his absence. Employees who do not notify the Employer shall not be called. An employee taking a personal day, compensatory day, or vacation day will be credited with the offered overtime hours as if he

actually had worked the overtime. The City may call in or hold over employees assigned to the second or third shift within for (4) hours of said shift (abutting) without having to resort to the overtime equalization list. The equalization record of overtime hours will be "zeroed-out" on December 1st of each year. The order of the emergency and casual lists will remain in the order as they appeared on November 30th.

23.04 Any employee who works at least six (6) consecutive hours of overtime immediately before the start of his day shift and who works at least four (4) hours of his work day may take the remaining four (4) hours, or less, off without pay and still be paid the overtime rate for the six (6) hours of overtime work providing there is no operational emergency requiring the employee's presence. If the employee has accumulated compensatory time or unused vacation, he may use such paid time instead of taking the time off without pay.

23.05 All Bargaining Unit employees shall work under the equalization of overtime provision herein contained.

23.06 The regular overtime list shall be utilized for emergency snow and ice control call-outs on holidays.

ARTICLE 24 PERSONNEL FILE

24.01 Every Bargaining Unit employee shall have a reasonable opportunity to review his individual personnel file as maintained by the Employer during regular business hours.

24.02 An employee shall be provided, upon request, with a copy of any document concerning the performance in his personnel file and shall have the right to place in his file a statement concerning such document. An employee shall be given seven (7) calendar days to place a response in his personnel file.

ARTICLE 25 INSURANCES

25.01 The City agrees to maintain insurance benefits at a level substantially similar to those currently offered as of the time of ratification. For purposes of the current co-payments and deductibles only, substantially similar shall mean that the co-payments and deductibles cannot be increased above twice their current levels. This limitation regarding current co-payments and deductibles does not inhibit the City's ability to modify other plan components subject to the substantially similar limitation.

25.02 Based on eligibility, employees may be entitled to a family-level plan, two-party (2), or a single-employee plan.

Based on plan level, employees will be responsible for a co-pay of eight percent (8%) in the year 2013; nine percent (9%) in the year 2014; and ten percent (10%) in the year 2015 of the collective total of health, prescription, dental, and eye monthly premiums as adjusted during the term of this agreement. Such premium co-pay shall not exceed one hundred ten dollars ($110.00) per month for a single plan; one hundred eighty-four dollars ($184.00) for an employee-plus-child-or-children plan; two hundred two dollars ($202.00) for an employee-plus-spouse plan;

or two hundred thirty dollars ($230.00) per month for a family plan during the term of this agreement. The employee's contributions toward healthcare premiums shall be on a pre-tax basis.

25.03 A city-wide healthcare cost containment committee shall be established as an informational and advisory committee. The committee shall be comprised of a member of each Bargaining Unit and a member of the Non-Bargaining employees, as well as representation of Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be established to disseminate information, monitor costs and expenses, review plan particulars, and advise elements of the insurance program.

Where the City contemplates any change to the hospitalization and medical plans, the Healthcare Cost Containment Committee shall be convened by the City and the members shall meet and confer in good faith prior to any change being implemented by the City.

25.04 The Employer shall provide an Employee Assistance Program either through the City's health insurance provider or as a stand-alone program.

25.05 The Employer agrees to maintain a thirty-thousand-dollar ($30,000.00) group term life insurance coverage for each employee.

25.06 The City and Union agree to re-open negotiations on healthcare and wages if the current health insurance plan or a substantially similar plan is unavailable.

ARTICLE 26 LONGEVITY

26.01 All employees will be awarded longevity payments at the rate of one hundred dollars ($100.00) for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. Longevity payment will be increased by one hundred dollars ($100.00) on each subsequent anniversary date of full-time service up to twenty-five (25) years. After twenty-five (25) years of full-time service, the employees will receive two thousand five hundred dollars ($2,500.00) per year. All longevity will be paid in twenty-six (26) equal installments in each regular bi-weekly paycheck.

ARTICLE 27 SALARY SCHEDULE

27.01 Retroactive to January 1, 2013, employees employed upon execution of this agreement shall be compensated at the 2013 schedule and then in accordance to the schedules set out for 2014 and 2015. All employees shall be paid in accordance with the following salary schedules:

	2013	**2014**	**2015**
Mechanic II			
Step A	27.37	27.92	28.48
Step B	27.87	28.43	29.00
Mechanic I			
Step A	26.90	27.44	27.99
Step B	27.39	27.94	28.50

Licensed Electrician			
Step A	27.37	27.92	28.48
Step B	27.87	28.43	29.00
Laborer IV			
Step A	26.90	27.44	27.99
Step B	27.39	27.94	28.50
Laborer III			
Step A	25.87	26.39	26.92
Step B	26.38	26.91	27.45
Laborer II			
Step A	25.45	25.96	26.48
Step B	25.55	26.06	26.58
Laborer I			
Probationary	18.36	18.73	19.10
Step A	23.75	24.23	24.71
Step B	24.24	24.72	25.21
Step C	24.71	25.20	25.70
Step D	25.30	25.81	26.33
TT 2			
Step A	26.90	27.44	27.99
Step B	27.39	27.94	28.50
TT 1			
Step A	25.87	26.39	26.92
Step B	26.38	26.91	27.45
Custodial Worker	17.17	17.51	17.86

27.02 All newly hired Laborers, except as provided in Section 27.02, shall be paid at the probationary rate during their probationary period and moved to the Step A rate upon their satisfactory completion of their probationary period. The Employer reserves the right to set a new employee's rate within the established range commensurate with experience. The employer shall have the right to waive the minimum time requirements for each step for those employees it determines merit such action.

27.03 Laborer I shall be paid the Step A rate for not less than one (1) year nor more than eighteen (18) months, with the Employer having the right to advance said employee to Step B at any time during such time period. In the event the employee has not been advanced to the Step B rate after serving the full eighteen (18) months at the Step A rate, such employee will be automatically advanced to the Step B rate.

27.04 Laborer I shall be paid the Step B rate for not less than one (1) year nor more than eighteen (18) months, with the Employer having the right to advance said employee to Step C at any time during such time period. In the event the employee has not been advanced to the Step C rate after serving the full eighteen (18) months at the Step B rate, such employee will be automatically advanced to the Step Rate.

27.05 Laborer I shall be paid the Step C rate for not less than one (1) year nor more than eighteen (18) months, with the Employer having the right to advance said employee to Step D at any time during such time period. In the event the employee has not been advanced to the Step D rate after serving the full eighteen (18) months at the Step C rate, such employee will be automatically advanced to the Step D rate.

All employees will automatically be advanced after serving sixty (60) months to Laborer II, Step A. Employees shall be paid the Step A rate for not more than twelve (12) months and automatically be advanced to Laborer II, Step B. Any employees currently on the payroll who have completed sixty (60) months or more of service shall be advanced to Laborer II, Step B. Any Laborer who has completed 120 months (10 years) or more of service shall be automatically advanced to Laborer III, Step B. Any Laborer who has completed 240 months (20 years) or more of service shall be automatically advanced to Laborer IV, Step B.

27.06 Certified Mechanic I's and II's shall receive an additional forty cents (.40) per hour for maintaining the following: 1) ASE Certified Automobile Technician with the following Automobile Tests: a) engine repair; b) suspension and steering; c) brakes; and d) choice of one (1) of the following automatic transmission/transaxle; manual drive train and axles; electrical/electronics systems; heating and air conditioning; and engine performance; and 2) ASE Certified Medium/Heavy Truck Technicians with the following Medium/Heavy Truck Tests: a) diesel engines; b) brakes; and c) electrical systems. Licensed Electricians shall receive an additional forty cents (.40) per hour for maintaining the following electrical licenses: 1) State of Ohio; 2) County of Lake; and 3) City of Wickliffe. The City of Wickliffe will reimburse the mechanic and licensed electrician for fees related to successful completion of said prerequisites and any additional Tests approved by the Director of Public Services. Employees must provide evidence of valid certification as may be required by the Director of Public Service.

27.07 The Employer shall have the right to hire new employees within Laborer IV, Step A, if the Employer determines that the employee possesses needed skilled trades, licensures, or certifications.

27.08 In the event an employee is promoted from one job title to a higher paying job title, such employee will be paid the rate of the new job title that is equal to or next greater than the employee's previous rate of pay. Upon his satisfactory completion of the promotional probationary period, the employee will be advanced to the next step, if any. All other step movements will be in accordance with the preceding paragraphs.

27.09 As permitted by the Internal Revenue Service and Public Employees Retirement System (PERS), the Employer agrees to implement the "salary reduction" method for pension "pick-up," as soon as the plan is approved by the appropriate authorities.

27.10 The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to PERS. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee's W-2 form, thus deferring taxes and the pension contribution and increasing the employee's take-home pay.

27.11 All work or service now being performed by Bargaining Unit employees may be subcontracted or jobbed out by the Employer, however, the subcontracting or jobbing out of work shall not result in the layoff or job abolishment of Bargaining employees.

ARTICLE 28 SHIFT DIFFERENTIAL

28.01 Employees assigned to the afternoon and night shifts, during the months of December through March, shall receive a shift differential of one ($1.00) dollar per hour and two ($2.00) dollars per hour, respectively.

28.02 On or about November 15th of each calendar year, the City shall post a sign up list for second and third: shift volunteers. Those employees signing up and deemed qualified by the Service Director will be assigned based upon departmental seniority. Any unfilled assignments will be made on the basis of the least senior qualified employee.

28.03 Payment of shift differential under this Article will be made only for hours actually worked on the employee's assigned shift.

ARTICLE 29 BOOT AND TOOL ALLOWANCES

29.01 Each employee of the Bargaining Unit shall be entitled to an annual allowance of one hundred seventy-five dollars ($175.00), through the voucher system, to purchase work boots and/or outerwear as deemed appropriate by the Employer.

29.02 The Employer agrees to allocate three hundred fifty dollars ($350.00) each contract year for garage mechanics' tools for each mechanic to be selected by the mechanics with Department Head approval. Such tools must be related to, and be available for, garage duties. Within a reasonable period after execution of this agreement the City will secure insurance for mechanics tools with a minimum of five hundred dollars ($500.00) deductible paid by the employee for theft or loss. The premiums for such coverage shall be paid by the City.

29.03 Employees may not use the Employer's premises, tools, equipment, materials, etc. for work of a personal nature.

ARTICLE 30 TEMPORARY TRANSFERS

30.01 Any employee who is temporarily assigned a position with a rate of pay lesser than the rate he is regularly paid, shall receive his regular rate of pay during such temporary assignments.

30.02 Notwithstanding any other provisions of this Agreement, the Union acknowledges and

agrees that the assignment of a job title/description to the employee only represents the general duties of the position and that the Employer may assign to or delete from the employee(s) whatever duties it deems appropriate, including the temporary utilization of the employee in other positions, subject to paragraph 30.01, above.

30.03 An employee shall be given a five (5) working day posted advance notice of shift assignment change.

ARTICLE 31 MILITARY LEAVE

31.01 Any employee who presents an official order requiring his attendance for a period of training or other active duty as a member of the Ohio Military Reserve or as a member of the Armed Forces of the United States shall be entitled to military leave in accordance with State of Ohio law.

ARTICLE 32 SPECIAL LEAVE

32.01 Upon request and a showing of extraordinary or exceptional circumstances by an employee, the Mayor may authorize a special leave of absence without pay and without benefits, for any period not to exceed three calendar months in a calendar year. The Mayor's decision to authorize or deny such leave shall be final and conclusive and not appealable through the grievance procedure or any administrative procedure.

ARTICLE 33 DISCIPLINARY PROCEDURE

33.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

33.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union Representative at each step of the disciplinary procedure; otherwise, no representation by any other individual or organization shall be allowed.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

33.03 An employee may be separated or disciplined only for just cause and shall generally be progressive in nature (i.e., verbal, written, one (1) or more suspensions, termination). Nothing contained herein, however, shall prevent the Employer from taking more severe disciplinary action based upon the nature and severity of the offense, the employee's past disciplinary record, the employee's past performance, and/or the employee's overall length of service.

33.04 The Notice of Discipline must be issued within five (5) days after the Employer has knowledge of the event giving rise to the discipline or within five (5) days after completion of an investigation, whichever is greater.

33.05 Prior to the imposition of any discipline which may result in suspension without pay, demotion, or removal from service, a notice of pre-disciplinary conference shall be served on the employee personally or by registered or certified mail, return receipt requested. The notice shall contain a brief description of the alleged offenses and, if possible, shall also contain references to alleged dates, times, and places. The notice shall also advise the employee of the date, time, and place of the pre-disciplinary conference and, the right to Union representation.

33.06 An employee may waive his or her right to a pre-disciplinary conference by submitting a written waiver to the Union and the Employer or by failing to appear at the conference. Any employee executing such a waiver or failing to appear may not seek redress through the grievance procedure or any other means, legal or otherwise, for any discipline subsequently imposed.

Absence for bonafide reasons shall not be considered a waiver of appeal rights, but must be supported by a bonafide physician statement which details the nature and extent of the incapacitating illness or injury. In such a case, the pre-disciplinary conference will be rescheduled to a date not to exceed ten (10) calendar days from the original conference date. If the employee is still unable to attend, the pre-disciplinary conference will be held in the employee's absence; however, the employee is entitled to have Union representation.

33.07 At the pre-disciplinary conference, the employee or his Union representative may present testimony, witnesses, or documents which would explain and/or justify and/or rebut the alleged misconduct. The employee or Union representative may also cross-examine any witnesses presented on behalf of the Employer.

33.08 If discipline is to be imposed, the employee and the Union representative involved shall receive a Notice of Discipline which will advise the employee of the nature of the discipline and of his or her right to accept the proposed discipline or to appeal by filing a grievance with the Mayor pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) calendar days from receipt of the Notice of Discipline. A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and the Union. All subsequent appeal rights shall be deemed waived.

33.09 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to it writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements unless the employee objects to such notification.

33.10 An employee may be suspended with pay at any time during the process if the Department Head, at his sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay or a discharge may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

33.11 The Union, on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspension, demotion, or discharge) to any Civil Service Commission.

33.12 In imposing discipline on a current charge, the Employer shall not take into account any previous written reprimands or suspensions of one (1) or two (2) days which occurred more than two (2) years previously. Suspensions of more than two (2) days shall not be taken into account on a current charge which occurred more than five (5) years previously.

33.13 Absent extenuating circumstances, a notice of pre-disciplinary conference shall be issued within thirty (30) calendar days of the event(s) giving rise to the possible disciplinary action, or such reasonable period required for investigation and determination of the facts of the case.

ARTICLE 34 GRIEVANCE PROCEDURE

34.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of this Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

34.02 For the purposes of this procedure, the below listed terms are defined as follows:

A) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

B) Aggrieved Party - The "aggrieved party" shall be defined as only any employee or group of employees within the Bargaining Unit actually or the Union filing a grievance.

C) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not an aggrieved party.

D) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, and the Holidays as provided for in this Agreement.

34.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

A) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provision(s) of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said

grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

B) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

C) If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer wide controversy, it may be submitted at Step 3.

D) The preparation and processing of grievances shall be conducted only during nonworking hours, unless otherwise approved by the Service Director.

E) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

F) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employer to pursue any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

G) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

H) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

34.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure and shall be concluded within thirty (30) calendar days absent extenuating circumstances. Any extension of this time period shall be mutually agreed upon in writing by the parties.

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's steward, if the steward's presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the grievance may be filed with the employee's Department Head within five (5) days after the date of the rendering of the decision in Step 1. Copies of the written decisions shall be submitted with the appeal. The Department Head shall issue a written decision to the employee's representative and a copy to the employee if the employee requests one, within fifteen (15) days after the date of the hearing.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the grievance may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days after the receipt of the appeal. The hearing will be held with the aggrieved party, his representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor, or his designee, shall issue a written decision to the employee's representative, with a copy to the employee, if the employee requests one within fifteen (15) days after the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 35 ARBITRATION PROCEDURE

35.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the following permanent panel: 1) Jeffrey Belkin; 2) David Pincus; 3) James Mancini; 4) Anna DuVal Smith; and, 5) Dennis Minni.

If such agreement is not reached, then the panel members' names will be stricken alternately until one name remains who shall be designated the arbitrator to hear the grievance in question.

35.02 The Arbitrator shall limit his or her decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and he shall be without

power or authority to make any decision:

1) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.

2) Limiting or interfering in any way with the powers, duties, responsibilities of the Employer under applicable law not inconsistent with this Agreement.

3) Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Board so long as such practice, policy, rules, or regulations do not conflict with this Agreement.

4) Concerning changes in any wage rates, the establishment of wage scales, rates on new or changed jobs, except as provided for in this Agreement.

5) Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

The question of arbitrability of a grievance may be raised by either party on or before the day of arbitration hearing of the grievance, on the grounds that the matter is non-arbitratable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will then be heard on the merits.

35.03 The Arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

35.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

35.05 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

35.06 The Arbitrator's decision and award shall be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the Arbitrator shall only be advisory upon the parties.

35.07 The question of the arbitrability of a grievance may be raised at any time during the grievance process on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before and decided by the Arbitrator will be whether or not the alleged grievance is within the purview of arbitrability.

35.08 The Union agrees to indemnify and hold the Employer harmless against any and all

claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the Bargaining Unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

35.09 In the event of a monetary award, the Arbitrator shall limit any retroactivity to the effective date of the contract.

ARTICLE 36 COMMERCIAL DRIVER'S LICENSE

36.01 All newly hired Laborer employees shall be required to possess a CDL license (Class B with air brakes and tanker endorsements) prior to employment with the City. All newly hired Mechanic employees shall be required to possess a CDL license (Class A with air brakes, tanker, and passenger bus endorsements). The Employer may provide potential new hires, upon request, appropriate training materials.

36.02 In the event an employee's CDL is suspended, revoked, or restricted due to a first-time charge and/or conviction for driving under the influence of drugs or alcohol with a non-City vehicle during non-work hours, the City shall either assign the employee to duties not requiring a CDL and/or place the employee on unpaid administrative leave wherein the employee can use accrued vacation and compensatory time. This option shall be at the City's discretion and can be alternated throughout the period of CDL suspension. The City's obligation herein shall not extend beyond one year at which time, if the employee's CDL has not been restored for work purposes, the employee shall be subject to termination.

This provision does not restrict the City's ability to discipline and or terminate an employee for other convictions flowing from the DUI charge.

No more than two employees at any given time can be eligible for this benefit. Seniority will not be broken while an employee is in unpaid status. However, an employee shall not accrue sick leave or vacation, nor be eligible for holiday pay while in unpaid status.

36.03 Employees are required to notify the Director of Public Service within thirty (30) days of a conviction for any traffic violation,. except parking, in any vehicle and must notify the Director if their license is suspended, revoked, canceled, or restricted.

36.04 The Employer shall pay the cost for renewal of a CDL license and for any subsequent CDL endorsement requirement.

36.05 On the condition that an employee maintains a valid CDL for the entire period between November 30th of the previous year and December 1st with no suspension, revocation, cancellation, restriction, etc., said employee shall be entitled to a five hundred dollar ($500.00) payment on or about the last paycheck in December. Probationary employees shall not be entitled to receive payment under this section until December of the calendar year after their probationary period has been successfully completed.

36.06 Custodial Workers will not be required to have a CDL license.

ARTICLE 37 WORK RULES

37.01 The Employer may establish work rules in the exercise of a management function. Work rules shall not be in conflict with this Agreement.

37.02 When routine work rules are changed or new rules established, the Employer shall send the Chief Steward and Business Manager a copy of the changed or new rule at least ten (10) days prior to the effective date, except in emergencies, when such rules will go into effect immediately. Changes or new rules made contingent to an emergency shall be posted on the Employer's bulletin board. Bargaining Unit employees shall receive forthwith at time of posting a copy of the rule.

37.03 If the Union requests a meeting on said rule within ten (10) days of receipt, the Employer shall meet with the Union. Rules implemented as a result of this article may be subject to the grievance procedure if in conflict with any provision of this agreement.

ARTICLE 38 GENDER AND PLURAL

38.01 Whenever the context so requires, the use of words herein in the singular, shall be construed to include the plural, and works in the plural, the singular, and words whether in the masculine, feminine, or neuter gender shall be construed to include all of said genders. By the uses of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 39 HEADINGS

39.01 It is understood and agreed that the use of headings before Articles or Sections is for convenience only and that no heading shall be used in the interpretation of said Article or Section nor effect any interpretation of any Article or Section.

ARTICLE 40 LEGISLATIVE APPROVAL

40.01 It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 41 OBLIGATION TO NEGOTIATE

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

41.02 Therefore, for the life of this Agreement, the Employer and the Union each clearly,

voluntarily, and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to , or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 42 TOTAL AGREEMENT

42.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon advance written notification to the Union.

42.02 Any such modification(s) or discontinuance(s) shall be implemented in an equitable and nondiscriminatory manner.

ARTICLE 43 CONFORMITY TO LAW

43.01 This Agreement shall be subject to and subordinated to any present and future Federal and State laws and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

43.02 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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 44 DURATION

44.01 This Agreement shall become effective upon execution, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight December 31, 2015.

44.02 Written notice shall be given at least ninety (90) days but not more than one hundred twenty (120) days prior to December 31, 2015, by either party requesting a change or termination of this Agreement. If written notice is given in a timely fashion, negotiations shall commence not later than thirty (30) days from the receipt of such notice. If written notice is not given, this Agreement shall continue in full force and effect from year to year until such notice is given at least one hundred twenty (120) days but not more than one hundred fifty (150) days prior to December 31st of any subsequent year.

ARTICLE 45 DRUG ALCOHOL TESTING

A. General The provisions of this Article are intended to promote and ensure a drug free workplace and to comply with the Omnibus Transportation Act of 1991 (ACT) and relevant U.S. Department of Transportation Regulations. The random drug and alcohol testing provision of this policy shall be effective January 1, 1996. All safety sensitive employees are subject to pre-employment, random, post-accident, reasonable suspicion, return to duty, and follow-up testing.

1. Pre-employment

All newly hired and promoted or transferred employees into a safety sensitive position shall be required to successfully complete a urine drug test prior to performing any safety sensitive functions. A newly hired employee's employment and a promoted or transferred employee's change in position shall be conditioned upon compliance with this provision.

2. Random Testing

Safety sensitive employees shall be subject to random testing for drugs and alcohol on an unannounced and random basis. A scientifically valid method shall be used to randomly select such employees for testing. A safety sensitive employee selected for random testing must proceed or will be escorted immediately upon notification to the collection site. A refusal to submit to a random test or conduct which does not lead to a collection as soon as possible shall subject the employee to disqualification and discipline, up to and including discharge. A percentage equal to at least 50 percent of the average number of covered employees will be tested for drugs, and a percentage equal to at least 25 percent of the average number of covered employees will be tested for alcohol annually. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested. This means that some employees may be selected more than once in a calendar year. The random selections shall be reasonable spread throughout the calendar year.

3. Post Accident Testing

An employee operating a City vehicle during work hours who is involved in an accident where a fatality has occurred shall be required to submit to post-accident drug and alcohol testing. Additionally, an employee who is involved in an accident where major vehicle damage and/or an injury that requires medical treatment away from the accident has occurred to any person involved in the accident, and the employee is cited for violating the traffic laws as a result of an accident, shall result in the employee being required to submit to post-accident testing. Following any accident, the driver must contact a management official of the City as soon as possible. A refusal to submit to a post-accident drug or alcohol

test shall subject the employees to discipline up to and including discharge. The City may substitute tests for use of drugs or alcohol administered by police or other public safety officers under separate authority in lieu of conducting its own testing. The employee must sign a release allowing the City to obtain results from such federal, state, or local officials. A post-accident alcohol or drug test shall be collected as soon as possible following the accident. If no alcohol collection can be made within eight (8) hours, attempts to collect a breath sample shall cease. If no urine sample can be obtained for purposes of a post-accident drug test within thirty-two (32) hours, attempts to make such collections shall cease.

4. Reasonable Suspicion Testing

Employees who are personally observed, on duty, by at least one training supervisor and/or management employee manifesting physical or behavioral symptoms, appearances, reactions, speech, or odors commonly associated with alcohol or controlled substance use or impairment shall be subject to testing. The observing supervisor or management employee should document the grounds for his reasonable suspicion within 24 hours but no later than before the results of the tests are released whichever occurs first. A reasonable suspicion alcohol test should be administered within two (2) hours, but no later than eight (8) hours. The employee shall be accompanied by a supervisor or management employee of the department to the collection site.

5. Return to Duty Testing

Any employee who has tested positive as a result of a random, reasonable suspicion or post-accident test, and is not terminated from employment with the City, will not be permitted to return to work until he has been evaluated by a substance abuse professional, completed any recommended rehabilitation, and has a negative test result on a return to duty test. The cost of the return to duty shall be borne by the employee.

6. Follow-up Testing

A safety sensitive employee who tests positive on a random, reasonable suspicion, or post-accident drug and/or alcohol test, and is not terminated from employment by the City, may be required to participate in follow-up testing for up to 60 months from the employee's return to work if recommended by a Substance Abuse Professional. If the Substance Abuse Professional (SAP) recommends follow-up testing, the employee shall be required to submit to a maximum of six (6) unannounced follow-up tests within the first twelve (12) months after returning to duty. Follow-up testing shall be conducted just before, during, or after the employee performs a safety sensitive function and are in addition to random and reasonable suspicion testing. The SAP shall direct the schedule of unannounced follow-up testing. The cost of follow-up testing shall be borne by the employee.

B. Testing Procedures The following test procedures shall be used for controlled substance and alcohol testing:

1. Controlled Substance Testing

a. Urine specimens shall be collected at a collection site which complies with the procedures set forth in the Act and related regulations and which otherwise confirms to DOT protocols.

b. The collection site shall be responsible for transmitting specimen samples to a Substance Abuse Mental Health Services Administration (SAMHSA) certified laboratory for analysis. The laboratory shall perform a screening test on such specimen samples, and if positive, will conduct a confirmatory test using the GCIMS methods. The laboratory shall test for the presence of drugs, and/or metabolites of the following controlled substances: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, and (5) phencyclidine (PCP).

c. All laboratory results will be reported to a Medical Review Officer (MRO) designated by the City. Negative results will be reported to the City. Before reporting a positive result to the City, the MRO will attempt to contact the employee to discuss the test result. If the MRO is unable to contact the employee directly, he shall contact the designated management official, who shall in turn contact the employee and direct him to contact the MRO immediately.

d. An individual testing positive may make a request of the MRO to have the secondary vial tested by a different SAMHSA certified lab. Such costs shall be borne by the employee. The request for testing of a second specimen must be made within seventy-two (72) hours of being notified by the City of a positive test result.

2. Alcohol Testing

Employee alcohol testing must generally be conducted through the use of an evidential breath testing devise (EBT) by a trained breath alcohol technician (BAT). The employee shall follow all instructions given by the BAT. If the result of the screening test has an alcohol concentration of .02 or greater, a confirmation test shall be performed.

3. Positive Test Results and Prohibited Alcohol Concentration

For purposes of this policy, a result of .02 or higher, but less than .04 shall be considered a prohibited concentration of alcohol at the workplace. A positive test result shall mean .04 or greater for alcohol, or a level above those established by the Department of Transportation in the screening and confirmatory test for marijuana, cocaine, opiates, amphetamines, and phencyclidine.

C. Consequences of Prohibited Alcohol Concentration and Positive Test Results The following shall apply when an employee tests positive for alcohol or controlled substance pursuant to any of the above testing.

1. Driver and Employment Eligibility

a. Any safety sensitive employee who, pursuant to any of the required testing above, is found to have an alcohol concentration of .02 or greater but less than .04 shall not be permitted to perform safety sensitive functions for at least 24 hours. Such employee shall be placed on unpaid leave until he/she is fit to return to duty.

b. Any employee who is found through any required testing to have an alcohol concentration level of .02 or greater shall be referred for professional assistance (i.e., SAP). If the employee is not terminated, such employee shall not be permitted to drive and may be placed, if available and at the discretion of the City, in a lower non-safety sensitive position at the lower rate of pay until such time as the employee becomes re-qualified (i.e., has completed recommended rehabilitation and have a negative test result on a return to duty test). If no such non-safety sensitive position is available, the employee shall be placed on unpaid leave and shall not be permitted to return to work until he has completed recommended rehabilitation and has a negative test result or a return to duty alcohol test.

c. Any employee who is found through required testing to have engaged in prohibited use of a controlled substance shall be referred for professional assistance (i.e., SAP). If the employee is not terminated from employment, such employee shall be placed on unpaid leave of absence and not permitted to return to employment until he has completed recommended rehabilitation and has a negative test result on a return to duty drug test.

d. Nothing herein shall require the City to provide alternate employment during the period when the employee is not in compliance nor is there any obligation on the part of the City to retain an employee who violates the Act or this policy.

2. Discipline and Rehabilitation

a. In addition to the above consequences for having a prohibited alcohol concentration or a positive test result, the City may discipline an employee, up to and including discharge, for violations of the Act, this policy and/or misconduct or poor performance resulting from an alcohol or substance abuse problem.

b. Failure to complete or participate in a prescribed rehabilitation program, if that opportunity is provided, shall result in the employee's discharge. In no event shall an employee be offered more than one opportunity at rehabilitation.

c. A refusal to test or a positive test result on a return to duty or follow-up test shall be cause for termination.

d. The cost for rehabilitation services shall be paid by the employee except that the employee may use any of the benefits provided under the City's health insurance plan.

e. Nothing herein shall be construed as a guarantee that the City will offer an employee an opportunity for rehabilitation. The City's decision as to whether or not an employee shall be offered rehabilitation rather than discharge, shall be made on the basis of the circumstances surrounding the employee's positive drug test and considerations such as any other misconduct resulting from the employee's substance abuse (e.g., injury, property damage, etc.), the employee's work record, and other factors traditionally considered when determining whether to retain an employee.

D. Refusal to Test. Employees who refuse to submit to required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include (1) a failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so, (2) any conduct which clearly obstructs the testing process such as unavailability or a delay in providing a sample, and (3) a failure to execute forms required as part of the testing process.

E. Prohibition Against Use of Alcohol or Controlled Substance. The unlawful manufacture, distribution, being under the influence, sale, possession, or use of a controlled substance or alcohol is strictly prohibited in the workplace. An employee is subject to discipline up to and including immediate termination from employment and/or referral to an appropriate law enforcement authority for violation of this policy. In specific regard to alcohol use, employees are prohibited from any use that could affect the performance of the employee including use during the four (4) hours prior to work, having prohibited concentrations of alcohol in their system while operating a vehicle, and the use of alcohol during the eight (8) hours after an accident.

F. Supervisor and Employee Training. The City will ensure that persons authorized to determine reasonable suspicion are trained, in compliance with the Act, to recognize the symptoms of impairment and intoxication. Further, employees of the City shall be provided a copy of this policy and other information prior to the start of alcohol and controlled substances testing under the Act.

G. Medical Prescriptions. Employees who are taking prescription medication must furnish the City with a statement from a physician specifying the drug being taken and whether the drug will interfere with a safe performance of the employee's job.

H. Employee Status. Employees shall be on paid status while submitting to any random, post-accident, reasonable suspicion, or follow-up testing performed during times when the employee is scheduled to work. An employee who is not permitted to return to work pending the outcome of a test result conducted pursuant to the provisions relating to reasonable suspicion testing, and where the test result is ultimately negative, shall be paid for the time he was not permitted to work.

I. Confidentiality, Record Keeping, and Reporting. The City shall maintain records related to its alcohol misuse and controlled substances use programs in a secure location with controlled access. Such records shall further be kept for the longer of the time periods mandated by federal or state law. Test results shall be confidential to the extent required by applicable law. The cost of any testing required shall be paid by the City except as otherwise provided herein. An employee is entitled, upon written request, to obtain copies of any records pertaining to his use of alcohol or controlled substances.

J. Definitions.

• Accident means

An occurrence involving a commercial motor vehicle operating on a public road which results in:

(i) A fatality;

(ii) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(iii) One or more motor vehicles including disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

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

• Confirmation test. For alcohol testing means a second test, following a screening test with a result of 0.02 or greater, that provides quantitive data of alcohol concentration. For controlled substances testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.

(Gas chromatography/mass spectrometry (GS/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

• Medical Review Officer (MRO). A licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving laboratory results generated by an Employer's drug testing program, who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

• Substance abuse professional means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or additional 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.

ARTICLE 46 EXECUTION

46.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 17th day of December, 2012.

FOR THE UNION:

Municipal Foremen and Laborers Union Local 1099, AFL-CIO

FOR THE EMPLOYER:

City of Wickliffe, Ohio

William A. Margalis, Mayor

NOTICE OF PRE-DISCIPLINARY CONFERENCE

TO:

FROM:

DATE:

SUBJECT: PRE-DISCIPLINARY CONFERENCE

You are hereby notified that a pre-disciplinary conference will be held on _____ concerning the following alleged misconduct:

You have the right to Union representation at this pre-disciplinary conference.

_____

DEPARTMENT HEAD

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract, you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Department Head.

If you disagree with the discipline, you may state your reasons in writing in the space provided below, and return this form to the Mayor within five (5) working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance with the Mayor within five (5) working days of receipt of the proposed discipline.

3. If you file your objections, the Mayor will schedule a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Mayor will report his/her decision within ten (10) days following the close of the hearing.

5. You will have ten (10) working days after receipt of the Mayor's decision in which to appeal the decision pursuant to the Arbitration Procedure.

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) working days to the Mayor if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE.

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS: (Optional)

(If more space is needed, attach extra sheet of paper)

Signature: _____ Date: _____

Approved Date: _____

Mayor's Signature: _____

The City of
Wickliffe

Mayor
William A. Margalis

Council President
David J. Krych

Council at Large
Mark A. Iafelice
Sherry Koski

Ward 1
James A. Bala

Ward 2
Edward C. Matyja

Ward 3
Ronald P. Ely

Ward 4
Edward A. Levon

Director of Law
William C. Gargiulo
943-7104

Director of Public Service
Don Kerniskey
440-943-7125

Director of Finance
Martin J. Germ
440-943-7117

Building Commissioner
Raymond F. Sack
440-943-7115

Chief of Police
Randy E. Ice
440-943-1234

Chief of Fire
James G. Powers
440-943-7140

City Engineer
Peter J. Formica
440-951-9000

Director of Recreation
Timothy E. Stopp
440-943-7120

City Programs Director
Patricia A. Fowler
440-943-7100

Senior Center Director
Maureen Webster
440-373-5015

Economic Development Director
Jason Laver
216-408-6969

November 29, 2012

The City and the Union agree to meet quarterly between January 1, 2013 to December 31, 2015 to discuss non-economic issues pertaining to the contract. These meetings are Labor Management Meetings and not to be construed as Negotiations.

FOR THE UNION:

Municipal Foremen and Laborers Union
~~Local 1099, AFL-CIO~~

FOR THE EMPLOYER:

City of Wickliffe, Ohio

William A. Margalis, Mayor

28730 Ridge Road Wickliffe, Ohio 44092-2598
(440) 943-7100 • (440) 943-7107 Fax • www.cityofwickliffe.com