



**AN AGREEMENT**

**between**

**THE CITY OF STRONGSVILLE**

**and**

**TEAMSTERS LOCAL UNION NO. 52, I.B.T.  
(Building Inspectors)**

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## ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Strongsville, hereinafter referred to as the “Employer”, and the Teamsters Local Union No.52, affiliated with the International Brotherhood of Teamsters, 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 its orderly and uninterrupted efficient operations, the Employer and the Union now desire 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 individual efficiency and service to the City of Strongsville; (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 interest by means of amicable discussion.

## ARTICLE 3 UNION RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit for the purpose of negotiating wages, hours, benefits and conditions of employment. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include all full-time and part-time employees who work twenty (20) or more hours per week in the Building Inspector (certified) and Building Inspector (non-certified) classifications.

3.02 Excluded are any classifications not specifically included above, and all supervisors, managers, engineers, clericals, and other exclusions provided by law.

3.03 Except for experimental work and for purposes of training or in incidences of a bona fide emergency, non- bargaining unit employees shall not perform bargaining unit work. **The Building Commissioner will have open dialogue with the Steward and/or the Union Officers in the event a bona fide inspection needs to be completed by the Building Commissioner or non-union staff prior to the inspection performed above.**

3.04 If substantial changes occur in the method of operations within the general scope of the work performed by members of this unit which requires the establishment of a new job classification as determined solely by the City, the City shall establish such job. The City will meet with the Union to discuss whether the new classifications should be included in the bargaining unit. If the parties do not agree upon inclusion into the bargaining unit, the Union retains all rights to petition the State Employment Relations Board for amendment of certification to include such position. If the City agrees to inclusion, the parties will jointly file an amendment of certification.

The Union reserves the right to review the pay structure for new positions placed within the bargaining unit by voluntary agreement or by SERB'S amendment of certification after appropriate proceedings. If the Union is not in agreement with the rate of pay for the job, it can file a grievance at Step 3 of the Grievance Procedure within thirty (30) days following the termination of discussions concerning the rate of pay. If the grievance is arbitrated, the arbitrator shall have the authority to recommend the proper rate of pay for the job or he shall recommend placing the job within the rate of pay for that classification. The arbitrator's recommendations shall become final and binding and the rate of pay shall be retroactive to the date an employee worked in the new classification if the City agrees to inclusion in the unit or to the date of the SERB amendment of certification if the City did not agree to inclusion and SERB proceedings were necessary. Any rate and classification agreed to by the City and the Union shall become part of the wage schedule to this Agreement.

#### **ARTICLE 4 NO STRIKES, STOPPAGES OR SLOWDOWNS**

4.01 It is the intent of the parties that the procedures outlined in this Agreement shall serve as a means for peaceful settlement of all disputes that may arise between the parties during the life of this Agreement.

4.02 The Union will not cause, sanction, or permit, nor will any member of the Union cause or take part in any strike, work stoppage, sit-down, stay-in, slowdown, walkout, picket, or any curtailment of work in any of the Employer's facilities or picket any of the Employer's premises, personal residences, or places of business during the life of this Agreement. Violators shall be subject to disciplinary action up to and including discharge and only the question of whether or not the employee did in fact participate in or promote such action shall be subject to appeal.

4.03 There shall be no lockout by the Employer during the life of this Agreement as long as employees do not violate the terms of Section 4.02 of this Article.

#### **ARTICLE 5 NO DISCRIMINATION**

5.01 There shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer against any employee because of membership or non-membership in the Union; and the Union agrees that there shall be no discrimination, interference, intimidation, or coercion against any employee by the Union or any of its agents due to membership or non-membership in the Union.

5.02 Neither the Employer nor the Union shall discriminate against any employee because of age, sex, race, color, religion, national origin, or physical or mental handicap which does not affect one's ability to perform the work, prior military service, or any other protected classes in keeping with applicable State and Federal laws, and any provision of the Agreement.

5.03 Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

5.04 Should an employee allege discrimination based on the factors described in Section 5.02 of this Article, he shall not use the grievance procedure outlined in this Agreement for redress. Neither the Employer nor the Union shall be required to process any such employee complaint.

## **ARTICLE 6 UNION REPRESENTATION**

6.01 Union representatives will be recognized by the Employer in accordance with this Agreement upon the receipt of a letter so identifying them and signed by the Secretary-Treasurer of the Union.

6.02 The Union shall submit to the Employer, in writing, names of employees to act as representatives for the purpose of processing grievances as defined in the grievance procedure. The Employer shall be notified in writing of changes of all representatives of the Union. An employee shall not be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

6.03 The Union shall provide to the Employer an official roster of its local Union steward, which is to be kept current at all times. The Employer will notify the Union within thirty (30) days upon hiring any new employee(s) in this bargaining unit.

6.04 Rules governing the activity of the Union representatives are as follows:

1. The Union agrees to refrain from interfering, interrupting, or disrupting the normal work duties of employees.
2. Union representatives shall obtain, in advance, authorization from the Building Commissioner or his designated representative before beginning Union activities on City property.
3. The Union shall notify the Building Commissioner or his designee, as to the nature of such activity. The Union will not engage in such activity during the periods of recognized emergencies.
4. The Union steward shall cease Union activities upon the reasonable request by the Building Commissioner, or his designee, during working hours.

6.05 The Employer agrees that Union representatives shall be admitted to the Employer's facilities and sites during working hours upon the advance notice to the Employer. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer.

6.06 The Union steward or his designee shall be permitted reasonable time off with pay to represent a member at any step of the grievance procedure, represent a member at a disciplinary conference or attend meetings between the Union and the Employer where his attendance is requested.

## **ARTICLE 7 CHECK OFF OF UNION MEMBERSHIP DUES**

7.01 The Employer agrees to deduct Union membership dues, initiation fees, and assessments (and a fair share fee for any non-member), levied by the Union in accordance with the Constitution and By-Laws of the Union from the pay of each employee who is or who becomes a member of the Union within the scope of this Agreement and who in writing has voluntarily authorized the Employer to do so.

7.02 The Employer agrees to deduct regular Union membership dues (or fair share as appropriate) to be taken out in two (2) equal increments, one half (1/2) in the first pay and the second half in the second pay of the month from the pay of any employee in the bargaining unit.

7.03 A signed payroll deduction authorization must be presented to the Employer by the Union. Upon receipt of the proper authorization: the Employer will deduct Union dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer.

7.04 The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

7.05 The Union shall indemnify and hold harmless the Employer against any and all liability which may arise by reason of the check-off by the Employer of Union initiation fees, assessments, fair share fees, and membership dues from employees' wages in accordance with this Agreement.

7.06 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's:

1. Termination of employment;
2. Transfer to a job other than one covered by the bargaining unit;
3. Layoff from work;
4. Unpaid leave of absence.

7.07 Union dues will not be deducted in any pay period in which the employee's remuneration for that pay period is less than twenty (20) hours.

7.08 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

7.09 The rate at which dues are to be deducted shall be certified to the Finance Director by the Secretary-Treasurer of the Union one (1) month in advance prior to making any changes in an individual's dues deductions.

7.10 For purposes of this Agreement, fair share fee shall be defined as the fee payable to the Union in lieu of dues, fees, and assessments by bargaining unit members who do not voluntarily elect to become members of the Union.

7.11 The amount of fair share fee charged to Union members may not exceed that amount which is allowed by law. The Union hereby certifies that any and all fair share fees collected under this Agreement shall only be used for activities associated with collective bargaining or the administration of this Agreement.

7.12 All bargaining unit employees who are not members of the Union shall pay a fair share fee to the Union upon ratification of this Agreement. In addition, new hires into the bargaining unit shall pay a fair share fee to the Union beginning thirty (30) days of active continuing employment after the employee's date of hire, however consistent with the Constitution and By-Laws of the Union. Such fair share fee deduction shall be made in accordance with the terms and provisions of this Article.

In the event that the Union requests the decision of a fair share fee from a bargaining unit employee during the term of this Agreement, the Union shall certify to the Employer that its escrow and rebate procedure are in compliance with all applicable laws and final court decisions interpreting them.

## **ARTICLE 8 MANAGEMENT RIGHTS**

8.01 Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, layoff and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division within the Building Department; to transfer (including the assignment and allocation of work within or to other operations-divisions) ; to determine work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the workforce, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs; to subcontract any work and/or services; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

## **ARTICLE 9 SAFETY AND HEALTH**

9.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Employer shall continue to provide proper equipment and tools necessary to make-proper qualified inspections.

9.02 The employee(s) accepts the responsibility to maintain his equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the designated supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will attempt to correct any which are found and see that safety rules and safe working methods are followed by his employees.

9.03 The Employer shall bear the cost of any approved inoculation for bargaining unit employees, provided such inoculation is requested by the employees as a result, or in anticipation of services rendered to the Employer. Employees requiring such inoculations shall notify the Employer prior to receiving such inoculations. The Employer shall make available to all employees flu and tetanus shots at any designated facility as deemed appropriate by the Employer. Such flu/tetanus shots and/or other approved inoculations shall be given during non-duty time and such employees receiving such inoculations during off duty time will not request nor be entitled to compensation.

## **ARTICLE 10 SHORT-TERM MILITARY DUTY PAY**

10.01 Any employee who is called and required to serve on Short-Term Military Duty, including annual active duty for training or emergency call-out as a member of the United States Armed Forces Reserve or National Guard, shall be reinstated in line with his seniority to his previous position, or a position of like seniority status and pay at the current rate for such work, with seniority accumulated, provided he reports promptly after his release from duty with the obligation to report as provided by law.

10.02 An employee who is required to serve under the conditions outlined above shall notify the Employer, in writing, of this obligation as soon as practical in advance of such duty. The written notification shall include the dates such service will begin and end. At the time of notification the employee shall also present to the Employer a copy of the order, signed by his commanding officer, calling the employee to duty.

10.03 Any employee who is entitled to military leave provided under this article and who is called or ordered to the uniformed services for longer than a month, shall, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the Governor pursuant to section 5919.29 of the Ohio Revised Code be entitled, during the period designated in such order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following: (1) the difference between the permanent public employee's gross monthly wage or salary as a

permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month; or (2) Five hundred dollars (\$500.00).

## **ARTICLE 11 SENIORITY**

11.01 After an employee in the bargaining unit has completed the probationary period as provided in Article 18, he shall be considered to have seniority.

11.02 Seniority for full-time employees shall be defined as the length of service of the employee with the Employer in the bargaining unit beginning with the starting date of initial full-time employment, or the starting date of reemployment as a full-time employee, whichever is later, except as provided in the Probationary Period.

11.03 Seniority for part-time employees shall be defined as the length of service of the employee with the City in the employment unit beginning with the starting date of initial part-time employment, or the starting date of re-employment as a full-time employee, whichever is later, except as provided in the Probationary Period.

11.04 When employees have the same starting date, seniority order shall be established by the lower number of the last four (4) digits of their individual social security numbers.

11.05 The Employer shall provide the Union, once a year, with a current seniority list of all employees in the bargaining unit, and will also provide any changes in the employment status of any bargaining unit employee as they occur.

11.06 An employee who is permanently promoted or transferred to any non-bargaining unit position will retain accumulated seniority but will not accumulate seniority while out of the unit, and may, at the election of the Employer, be returned "seniority-wise" to the classification held immediately prior to this change from a bargaining unit to a non-bargaining unit status. If such a classification no longer exists, he may exercise his seniority under the terms of this Agreement.

11.07 All seniority of any employee will terminate if the employee:

1. Quits.
2. Is discharged for just cause.
3. Retires.
4. Is absent without notifying the Employer for three (3) consecutive work days except in cases of emergency or impossibility, which must be fully supported by the employee.
5. Is on layoff for more than fifteen (15) consecutive months for full-time employees.
6. Is on lay-off for more than six (6) consecutive months for part-time employees.

11.08 The Employer will be entitled to rely upon the last address of an employee as shown in the Employer's records. Employees shall notify the Employer promptly of any change of address and accept a receipt thereof. In case of a dispute, the employee must produce his receipt of notice of a change of address; failure to produce such receipt will result in no financial obligation on the part of the Employer for any loss of wages to the employee.

11.09 No provision of Chapter 124 of the Ohio Revised Code shall apply to members of the bargaining unit. No provision of the Strongsville Civil Service Rules and Procedures, or city ordinances regarding promotion, layoff, recall from layoff or seniority shall apply to members of the bargaining unit.

11.10 There shall be one (1) seniority list to account for full-time bargaining unit employees.

11.11 There shall be one (1) seniority list to account for part-time bargaining unit employees.

## **ARTICLE 12 HOURS OF WORK AND OVERTIME**

12.01 For the purpose of this Agreement the regular work week will be Monday through Friday. However, at the sole discretion of the Building Commissioner, the regular work week may be changed to meet operating requirements. Normal starting times will be between the hours of 7:00 a.m. and 8:00 a.m.

12.02 The normal work week hours for full-time employees covered by this Agreement shall be forty (40) hours during the regular work week defined in Section 12.01 above, exclusive of an unpaid lunch period.

12.03 The normal work week hours for part-time employees covered by this Agreement shall be twenty (20) hours during the regular work week defined in Section 12.01 above, exclusive of an unpaid lunch period.

12.04 All bargaining unit employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess on eight (8) in one (1) work day or forty (40) hours in one (1) work week. At their option, employees may elect to take overtime compensation in the form of pay or compensatory time off. Employees may not accrue more than eighty (80) hours of compensatory time at any one time. Compensatory time off shall be scheduled in advance at the request of the employee and with the approval of the Department Head. Compensatory time must be used within one hundred eighty (180) calendar days of the date it was earned, or it shall be paid. Hours worked for the purposes of this Article shall include actual hours worked and compensable hours. Premium or overtime compensation shall not be paid more than once for the same hours worked.

12.05 For the purposes of overtime compensation all hours paid but not worked, except holidays, vacations and personal time shall be excluded from the computation of overtime.

12.06 The Employer will make a reasonable effort to provide for an equitable distribution of overtime work among employees by classification on the shift involved.

12.07 The remedy available for inequitable distribution of overtime within the classification and shift is consecutive overtime opportunities as may be necessary to bring the employee to an equitable overtime position.

12.08 A record of overtime hours worked shall be maintained by the Employer, reviewed periodically, and be made available to the Union upon request. Included in such record shall be a log of any and all overtime hours refused by employees.

12.09 Insofar as practical and consistent with work requirements, the Employer will notify employees as far in advance as practical of overtime work. If there are no volunteers, overtime will be forced on a rotating basis to the qualified available full-time employees.

12.10 Full-time employees who are called in to work outside of their normal work hours shall be paid a minimum of two (2) hours of pay at the appropriate rate.

### **ARTICLE 13 SICK LEAVE**

13.01 Each full-time employee shall be entitled to 4.6 hours of paid sick leave for each eighty (80) hours of service, up to a maximum of one hundred twenty (120) hours per year.

13.02 Full-time employees may use sick leave, upon approval of the Employer for:

1. Illness or injury of the employee;
2. Death of a member of his immediate family;
3. Medical, dental or optical examination or treatment of the employee, where the treatment may not be scheduled during non-work hours; and,
4. If a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

13.03 For employees with less than fifteen (15) years of service, unused paid sick leave shall accumulate without limit but for retirement purposes, sick leave shall accumulate only up to two hundred and twenty (220) work days or 1760 hours (See Article 24, "Retirement").

Upon retirement from service after fifteen (15) or more years of service with the City, an employee may convert up to one-half (1/2) of the value of his accumulated sick leave credit, to cash, at the rate of one hour of pay for each hour of sick leave at the employee's current rate of pay on the date of the employee's retirement

13.04 The employee shall furnish a satisfactory, written, signed statement to justify the employee's use of sick leave.

13.05 In the event that the use of sick leave is questioned by the Employer, the employee may be required to substantiate the use of sick leave under Section 13.02.

13.06 Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal of the employee.

13.07 Employees who are sick on their normal work day shall report such absence to the Building Commissioner or his designee at least one (1) hour after the beginning of their shift.

13.08 Additional sick leave time may be granted by the Building Commissioner for funeral leave purposes, should circumstances warrant.

13.09 A physician's note shall be provided by an employee in each instance of sick leave usage the day before or the day after a scheduled holiday and/or vacation day.

13.10 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined on a case by case basis by the Department Head.

#### **ARTICLE 14 WORK RELATED INJURY**

14.01 An employee who is unable to perform his regular duties as a result of an injury arising within the scope of his employment as a full-time employee of the City, if such injury prevents him from performing his duties may use accumulated paid sick leave, accumulated vacation leave or accumulated personal leave, while on injury leave to offset any loss of compensation during this period. In no event will an employee receive more than his regular compensation while on injury leave.

14.02 Any employee who receives a paid as described in 14.01 shall be entitled to apply for temporary total disability and/or permanent total disability benefits under Ohio's Worker's Compensation Laws.

#### **ARTICLE 15 LEAVES OF ABSENCE**

15.01 Between January 1st and December 31st of each year, each regular full time employee shall earn personal leave with pay at the rate of three (3) hours for each calendar month of service completed provided that the employee has been engaged in active employment at all times during each normal day and work week scheduled for such employee, except for absence on funeral leave due to death in the employee's immediate family. Personal leave with pay must be scheduled with the approval of the Service Director/designee. All such leaves can be taken in the current year as earned (1 hour minimum increments). Any personal earned time remaining at the end of the year can be carried over to the following calendar year, provided all such leaves are scheduled by January 31 of the following calendar year. This personal earned time shall be taken by March 31 of that calendar year or shall be forfeited, unless extended by mutual agreement between employee and the Service Director in writing. Accumulated personal leave shall be forfeited upon separation or retirement from employment with the City and shall not accrue to the benefit of the employee's estate or his heirs or assigns upon death of the employee.

15.02 Employees may be granted a personal unpaid leave of absence on the approval of the Building Commissioner and/or the Mayor of up to ninety (90) calendar days or any portion

thereof as approved. During approved leave under this provision, employees will receive health and welfare benefits as set forth in Article 27. In order to receive a leave under this provision, employees must prepay employee contributions to their health and welfare program and their Union dues. During this leave period, employees shall also accrue seniority but shall not be entitled to accrue or earn any other benefit. Leave under this provision shall also count as Family Medical Leave under Article 33. Employees who fail to return to work within three (3) calendar days after approved leave ends shall be construed and considered to have resigned.

## **ARTICLE 16 WAIVER IN CASE OF EMERGENCY**

16.01 In cases of emergency publicly declared (other than snow parking bans) by the President of the United States, the Governor of the State of Ohio, the Mayor, or the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for Management or the Union's replies on grievances; and,
2. All work rules and/or agreements and practices relating to the assignment of all employees.

16.02 Upon the termination of the emergency, existing grievances shall be processed in accordance with the provisions of the grievance procedure. Likewise, all work rules, agreements and practices relating to the assignment of all employees will no longer be suspended.

## **ARTICLE 17 TOTAL AGREEMENT**

17.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provision of this Agreement, all rules, regulations, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer. However, prior to such modification and/or discontinuance, the Employer shall give the Union at least ten (10) days' notice. If within those ten (10) days, the Union requests a meeting to discuss such modifications and/or discontinuances, the Employer shall honor such request.

## **ARTICLE 18 PROBATIONARY PERIOD**

18.01 Employees shall be regarded as probationary for the first six (6) months of employment for newly employed employees. The City may layoff, discharge, or recall probationary employees without limitation by the terms of this Agreement, and there shall be no responsibility for reemployment of probationary employees who are laid off or discharged during this period. However, the City agrees that if a probationary employee is laid off and rehired within a period of time not in excess of the time he had previously spent as a probationary employee, he will be credited with the time previously worked toward the completion of his probationary period. Upon the completion of his probationary period, his seniority date will be established from his

original date of hire or adjusted date of hire prior to the completion of his probationary period whichever is applicable.

18.02 During such probationary period, the Employer shall have the sole discretion to discipline or discharge the employee and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

## **ARTICLE 19 JURY DUTY**

19.01 A full-time employee who is called for jury duty for any of the courts of record in the state shall be privileged to so serve and while serving shall receive compensation by the Employer at the employee's regular rate in addition to any amount paid by the court for individuals serving as jurors.

19.02 Any time off by a full-time employee resulting from serving on a jury shall in no way diminish or reduce time, as provided in this Agreement, for vacations, holidays, personal time or sick leave.

19.03 Any City related subpoena's and/or court appearances shall in no way diminish or reduce time, as provided in this Agreement, for vacations, holidays, personal time or sick leave.

## **ARTICLE 20 DISCIPLINE**

20.01 Disciplinary action taken by the Employer shall be for just cause and will be applied in a corrective, progressive and uniform manner.

20.02 All non-probationary employees who are suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action.

20.03 Prior to any discipline being imposed, the non- probationary employee shall be given a meeting to respond to the superintendent or his designee with a Union Steward and/or Officer present, if so requested by the employee.

20.04 With respect to discharge or suspension. members may be discharged or suspended by the Employer without resorting to progressive discipline, for serious work-related offenses, including, but not limited to: 1) Dishonesty; 2) Working while under the influence or possession of intoxicating beverages or illegal drugs; 3) Fighting; 4) Transporting unauthorized passengers; or 5) Possession or use of firearms on City-owned property and/or during work hours, etc.

20.05 Depending on the circumstances giving rise to discipline, the progressive steps shall generally be (except as provided in Section 20.06):

1st Offense: Counseling- there shall be a counseling session with the employee involved by supervision.

2nd Offense: Written Reprimand - all reprimands shall be reduced to writing and the employee involved shall receive a copy, with a copy also forwarded to the Union.

3rd Offense: Suspension

4th Offense: Discharge

20.06 It is understood that the severity of the offense may warrant action, which results in initiating action at any of the steps as contained in Section 20.05, above.

20.07 Where the Employer seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or be registered or certified mail, return receipt requested. The notice served on the employee shall contain a reference to dates, times and places, if possible. Oral and written reprimands are subject to the grievance procedure only through the Mayor's level.

20.08 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within five (5) working days as provided by this procedure, or
3. the penalty is upheld by the arbitrator, or
4. the penalty is implemented concurrent or after the decision of the Mayor or designee after Step 2 of the Grievance Procedure.

20.09 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union Representative at every step of the proceeding;
4. a suspension without pay or discharge may be imposed concurrent with, or subsequent to the decision at Step 2 of the Grievance Procedure.

20.10 The following administrative procedures shall apply to disciplinary actions:

1. The Employer and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Employer shall hold an informal meeting with the employee who is also required to attend for the purpose of discussing the matter prior to the formal

presentation of written charges. The specific nature of the matter will be addressed and the Employer may offer a proposed disciplinary penalty. The employee must be advised before the meeting that she/he is entitled to representation by the Union during the initial discussion.

2. If a mutual agreeable settlement is not reached at this informal meeting the Employer will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right to representation.
3. Upon receipt of the Notice of Discipline, the employee may choose to accept this proposed discipline or to appeal by filing a grievance with the Employer, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within five (5) working days from receipt of the Notice of Discipline.

20.11 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

20.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

20.13 The Union and the employees agree that the procedures contained in this Agreement are sole and exclusive and that neither the Union nor the employees shall have any additional form of disciplinary action (e.g., suspension, demotion or discharge) to any Civil Service Commission.

20.14 Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters twelve (12) months after their effective date for verbal and written warnings, and eighteen (18) months after their effective date for suspension.

20.15 The time limits established in this Article may be modified by mutual agreement.

## **ARTICLE 21 LAYOFF AND RECALL**

21.01 Part-time Building Inspectors not governed by this Agreement and/or probationary employees in the bargaining unit will be laid off first, in that order.

21.02 If further reduction becomes necessary, part-time and full-time employee(s) covered by this Agreement will be laid off on the basis of their qualifications and demonstrated abilities to perform the required work as determined solely by the Building Commissioner. However, seniority will be considered consistent with the above determination.

21.03 Employees on layoff will be returned in the reverse order of the layoff procedure provided that they are qualified and capable of performing all of the required duties as determined solely by the Building Commissioner.

21.04 A laid off employee who refuses recall to any job classification, or who has been on layoff for twenty-four (24) consecutive months shall lose recall rights.

21.05 Full-time employees on layoff status will be offered part-time work provided that at the time of layoff they have declared in writing that they desire such part-time work and that they will be available to report for such part-time work within one (1) days' notice.

## **ARTICLE 22 CONTRACT VALIDITY**

22.01 This Agreement is subject to all applicable Federal and State laws and any rules and regulations issued pursuant thereto. If any provision of this Agreement is declared invalid by a Federal or State Court, the validity of the remainder of this Agreement shall not be affected thereby. Within thirty (30) days after any provision shall be declared invalid, the parties will meet to negotiate new language to place the invalid language which new language must be within both the spirit and intent of the language found to be invalid and must meet the legal tests established for the invalid provision.

## **ARTICLE 23 GRIEVANCE PROCEDURE**

23.01 If a grievance or dispute should arise between the Employer and the Union or between the Employer and an employee or group of employees with respect to rates of pay wages, hours of employment, or other conditions of employment as specified under the terms of this Agreement such grievance or dispute shall be taken up in accordance with the procedure outlined herein. All grievances, except suspension and/or discharge, must be processed at the proper step in the progression in order to be considered at the subsequent step.

23.02 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure shall not be used to affect changes in the articles of this Agreement or matters not covered by this agreement which are controlled by provisions of Federal and/or State laws and/or by the United States or Ohio Constitutions. It is further agreed that the grievance procedure will not be used to affect changes in or withdrawal of oral or written disciplinary warnings.

23.03 Any grievance not answered by the Employer within the stipulated time limits, may be advanced by the Union to the next step in the grievance procedure. A grievance not pursued to the next step by the Union or employee within the time limit established herein shall be considered settled based upon the last answer of management. All time limits on grievances may be delayed upon mutual agreement of the parties. Time limits, as set forth in this procedure, will not include holidays.

23.04 All written grievances should contain, within the details of the complaint, the following information:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;

3. Date grievance was first discussed;
4. Date grievance was filed in writing;
5. Name and supervisor with whom grievance was discussed;
6. Date and time grievance occurred;
7. Where grievance occurred;
8. Description of incident giving rise to the grievance;
9. Articles and Sections of Agreement violated;
10. Resolution requested.

23.05 The following steps shall be followed in the processing of a grievance:

*INFORMAL STEP:*

An employee having a grievance shall first discuss the matter with his supervisor. The supervisor shall investigate the matter and provide a verbal answer to the employee within two (2) calendar days. Any resolution of a grievance at this step must receive approval of the Building Commissioner.

*STEP 1- Written Grievance with Building Commissioner*

If the employee and the supervisor are unable to resolve the problem at the discussion step, or the supervisor fails to provide an answer within the two (2) calendar days, the employee shall file a written grievance with the Building Commissioner. In order for the grievance to be recognized, it must be filed within five (5) calendar days from the date of the incident giving rise to an alleged grievance. The Building Commission shall meet within three (3) calendar days with the grievant, who will be accompanied by representatives of the Union, and respond on the grievance form within five (5) calendar days following the date of the meeting.

*STEP 2 -Mayor*

If the grievant is not satisfied with the Step 1 response, the Union may submit the original grievance to the Mayor or his designee within five (5) calendar days of the receipt of the Step 1 answer. The Mayor or his designee shall meet within five (5) calendar days with the grievant, who will be accompanied by Union representative(s). The Mayor or his designee shall provide a written answer within five (5) calendar days of the date of the meeting.

*STEP 3 -Arbitration*

1. Within ten (10) working days of the Mayor's or his designee's response, the grievant(s), through the Union, may refer the grievance to an arbitrator by giving written notice to the Mayor and the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service (FMCS). The Union shall be the first to strike, followed by the Mayor or his representative, and the parties will alternate in this respect until one (1) name remains on the list. Said person shall be designated as the

arbitrator. All other procedures relative to the hearing shall be according to the rules and regulations of the FMCS. Prior to striking names, either party may request that the list be rejected and submit a request for another list from FMCS. The cost, if any, of obtaining a list shall be shared equally by the parties.

2. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable 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 be heard on its merits before the same arbitrator. The decision of the Arbitrator shall be final and binding on both the Employer and the Union.
3. The costs of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for its own costs of case preparation, presentation, and court reporter.

The arbitrator shall have no authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, subtract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted, or to submit observations or declarations or opinion which are not directly essential in reaching a determination.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

All requests made by either party for the attendance of witnesses shall be made in good faith and consistent with the operating requirements of the department. Grievants shall lose no straight time earnings while in attendance at Step 1 and Step 2 grievance meetings with management representatives.

## **ARTICLE 24 RETIREMENT**

24.01 A full-time employee, upon retirement from service after ten (10) or more years' service with the City, may convert up to one-fourth (1/4) of the value of his accumulated sick leave

credit, up to a maximum of one thousand seven hundred sixty (1760) hours (or four hundred-forty (440) hours pay) to cash at the rate of one (1) hour pay for each hour of sick leave at the rate of pay in effect on the date of retirement.

Upon retirement from service after fifteen (15) or more years of service with the City, an employee may convert up to one-half (1/2) of the value of his accumulated sick leave credit, to cash, at the rate of one hour of pay for each hour of sick leave at the employee's current rate of pay on the date of the employee's retirement.)

24.02 Pension Pick-Up (Salary Reduction Method). The City agrees to implement a pension pickup program for all full-time employees which will reduce the employee's gross pay by the amount of the employee's contribution to the Public Employees Retirement System and the City will be responsible for both the City's and the employee's contribution to the Retirement Fund.

## **ARTICLE 25 VACATIONS**

25.01 Effective January 1, 2013, all full-time employees of the City shall be entitled on the Anniversary date of each year to the following paid vacation provided they have worked at least one thousand forty (1040) hours in the preceding anniversary year and have accrued the required years of service as follows:

**After completion of one (1) year and up to five (5) years of continuous service – two (2) weeks' vacation.**

**After completion of five (5) years and up to ten (10) years of continuous service – three (3) weeks' vacation.**

**After completion of ten (10) years and up to fifteen (15) years of continuous service – four (4) weeks' vacation.**

**After completion of fifteen (15) years and up to twenty (20) years of continuous service – five (5) weeks' vacation.**

**After completion of twenty (20) years or more of continuous service – six (6) weeks' vacation.**

B. Compensation in lieu of vacation periods must receive prior approval of the Mayor.

25.02 Employees shall be permitted to break up a maximum of one (1) week of vacation into five (5) single vacation days (8 hour vacation days) .In order to take single vacation days, the employee must first file a written request with the Building Commissioner by or before Thursday of the previous week to the requested single vacation day. All single vacation days must be approved by the Building Commissioner on a first come first serve basis.

## ARTICLE 26 HOLIDAYS

26.01 Each full-time employee shall be entitled to the following thirteen (13) days off with pay:

|                        |                                      |
|------------------------|--------------------------------------|
| New Year's Day         | Columbus Day                         |
| Martin Luther King Day | Thanksgiving Day                     |
| President's Day        | Thanksgiving Friday                  |
| Memorial Day           | ½ Day Christmas Eve                  |
| Independence Day       | Christmas Day                        |
| Labor Day              | ½ Day New Year's Eve                 |
| Veteran's Day          | Employee's Floating Birthday Holiday |

For any ½ Day Holiday list above (Christmas Eve and/or New Year's Eve) that falls on a workday, the employee will only be required to work four (4) hours that day.

In the event one of the above holidays falls on a Saturday, the Friday prior to the "Saturday Holiday" shall be observed as the holiday. In the event one of the holidays falls on a Sunday, the Monday following the "Sunday Holiday" shall be the observed holiday.

26.02 An employee shall forfeit holiday pay if he does not work the last scheduled work day before such holiday and the first scheduled work day after the holiday. However, an employee may be excused from working the day before the holiday and the first scheduled day after the holiday with approval of the Building Commissioner.

26.03 Holidays shall be taken on the specified date and in the year that they were earned and shall not be accumulated. However, an employee's birthday may be taken at a mutually agreed time between the employee and the Building Commissioner.

26.04 Employees who are on vacation during a week in which a holiday falls shall receive an additional eight (8) hours pay at their regular straight time hourly rate or may request and be approved an extra vacation day.

26.05 In the event the Federal Government declares another Federal Holiday, the Bargaining unit members will automatically receive the New Holiday.

## ARTICLE 27 INSURANCE BENEFITS

27.01 Health and Hospitalization Insurance shall be furnished by the employer for all full time employees, including comprehensive major medical benefits, prescription drug benefits. The City shall also continue to provide major dental and vision care as currently in effect, as well as life insurance at two times the annual salary, accidental and dismemberment insurance.

**27.02 Effective January 1, 2013 through December 31, 2013, all full time employees eligible and receiving any benefits listed and described in this Article shall pay to the Employer one-hundred dollars (\$100.00) per month. The amount shall be paid through payroll deductions equally in each of the two pay periods each month. If the employee has no earnings the employee shall reimburse the Employer on or before the 15th of each month.**

To the extent permissible under the Internal Revenue Code such deductions shall be made from the employee's gross pay on a pre-tax basis. Life Insurance will remain at two (2) times the annual salary.

Effective January 1, 2014, all full-time eligible employees who have met all of the bi-annual Wellness Initiative/Screening conditions of 2013 as established by the City and on file with the City's Director of Human Resources, and who are receiving the benefits listed and described in this Article shall continue to pay a monthly premium-contribution throughout 2014 of one hundred dollars (\$100.00) per month from their gross pay on a pre-tax basis. Effective January 1, 2015, all full-time eligible employees who have met all of the bi-annual Wellness Initiative/Screening conditions of 2014 as established by the City and on file with the City's Director of Human Resources, and who are receiving the benefits listed and described in this Article shall continue to pay a monthly premium-contribution throughout 2015 of one hundred dollars (\$100.00) per month from their gross pay on a pre-tax basis.

Effective January 1, 2014 and through the expiration of this Agreement, an employee failing to meet any of the aforementioned bi-annual Wellness/Initiative/Screening conditions of the prior year shall pay one hundred twenty-five dollars (\$125.00) per month from his/her gross pay on a pre-tax basis, throughout the succeeding year.

27.03 In those cases where both spouses are employed by the City of Strongsville in any position or capacity, only one (1) will be eligible for health insurance coverage, which shall be the family plan as determined by first date of birth. In such circumstance, only the one eligible spouse shall be required to pay the premiums as set forth in Section 27.02.

27.04 The Employer shall have the right to select or change insurance carriers or coverage at its discretion provided such changes shall be effective for other City employees under the health plan. All benefits will remain as good or better regardless of the carrier.

## **ARTICLE 28 LUNCH/WORK BREAKS**

28.01 Lunch and paid work breaks shall be combined together to be taken as a one hour (1) lunch, which will be taken by all employees from 12:00 noon to 1:00 p.m.

## **ARTICLE 29 WAGES**

29.01 The following wage schedule shall be in effect for certified and non-certified Building Inspectors during the term of this Agreement:

All Classifications will receive a **two and one-quarter percent (2.25%) increase** for 2013.

All Classifications will receive a **two and one-half percent (2.5%) increase** for 2014.

All Classifications will receive a **two and one-quarter percent (2.25%) increase** for 2015.

### **CERTIFIED BUILDING INSPECTOR WAGE PROGRESSION SCHEDULE**

|                 | 1/1/2013       |             | 1/1/2014      |             | 1/1/2015       |             |
|-----------------|----------------|-------------|---------------|-------------|----------------|-------------|
|                 | 2.25% increase |             | 2.5% increase |             | 2.25% increase |             |
|                 | Increase       | Hourly Wage | Increase      | Hourly Wage | Increase       | Hourly Wage |
| 0-12 months     | \$0.52         | \$23.80     | \$0.60        | \$24.40     | \$0.55         | \$24.95     |
| 13-24 months    | \$0.55         | \$25.03     | \$0.63        | \$25.66     | \$0.58         | \$26.24     |
| 25-36 months    | \$0.58         | \$26.30     | \$0.66        | \$26.96     | \$0.61         | \$27.57     |
| After 36 months | \$0.61         | \$27.51     | \$0.69        | \$28.20     | \$0.63         | \$28.83     |

NOTE: Employees may be hired by the City at any of the above step progressions as determined by the City.

29.02 Longevity Compensation. In addition to their base pay, all full-time employees shall receive additional compensation as longevity pay at the rate of five hundred dollars (\$500.00) upon completion of the first five (5) years of service and increases of one hundred dollars (\$100.00) for each completed year of service thereafter.

29.03 Employees assigned by management to perform functions that consist of overseeing projects, residential plan or zoning review (i.e., lead person functions) shall be entitled to an additional one dollar and thirty five cents (\$1.35) per hour for hours or fraction of hours so assigned and worked.

29.04 Certified Residential/Commercial Building Inspectors who are state certified in any two (2) categories as listed in the Ohio Administrative Code 4101:1-1 to 4101:1-35 shall be entitled to an additional one dollar and ten cents (\$1.10) per hour. Maximum payout under this provision shall be one dollar and ten cents (\$1.10) per hour.

29.05 Building Inspectors who are certified by BOCA in Building Maintenance shall be entitled to receive an additional fifty cents (\$.50) per hour for such certification. This certification pay is separate from the certification pay listed in Section 29.04, above.

### ARTICLE 30 MISCELLANEOUS

30.01 The Employer will provide a space for a bulletin board for the exclusive use of the Union for the posting of notices, which shall be restricted to the following:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results.
- C. Notices of Union meetings.

D. Notices of official Union business.

E. Notices of Safety and Health.

30.02 All notices which appear on the Union's bulletin board shall be posted and signed by a Union official.

30.03 All other notice of any kind not covered in (A) through (E) in Section 30.01 above, must receive prior approval of the Building Commissioner or his designee.

30.04 The regular payday for all hourly employees shall continue on a bi-weekly basis.

30.05 The City shall provide employees with uniforms/shoe allowance, up to a maximum cost of five hundred twenty-five dollars (\$525.00) per year, with receipts. Uniforms will generally consist of Shirts (embroidered City Building Department logo), pants and a shoe reimbursement. The exact number of each items and appearance of uniforms shall be determined on a case by case basis with the employee involved and the Building Commissioner. Uniforms shall be worn at all times during working hours.

#### **ARTICLE 31 ATTENDANCE AT TRAINING SCHOOLS, SESSIONS, OR SEMINARS**

31.01 Employees requesting permission to attend any school, training session, or seminar shall submit a written request to the Building Commissioner, stating the objective, the probable benefit to the department and the expected expenses. Such request shall be evaluated by the Building Commissioner and he shall make the final determination within a reasonable period of time.

31.02 If the Building Commissioner deems it necessary, he may require a member to attend any school, training session or seminar. Such attendance shall be deemed a requirement for their continued employment.

31.03 Attendance at any school, training session or seminar pertinent to departmental matters, shall be compensated at the applicable hourly rate for travel time and attendance. Payment for attendance shall not exceed eight (8) hours in anyone day designated as a training day, plus travel time to and from the school, session or seminar. Should attendance be mandated by the City, employees shall be compensated at the applicable rate for hours of attendance.

31.04 Any employee of the Strongsville Building Department required by the Building Commissioner to remain overnight to receive training, shall receive an allowance for meals of Fifty dollars (\$50.00) maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing costs for overnight accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Building Commissioner.

31.05 If an employee is permitted or required to use his personal automobile for City business, he shall be reimbursed at the prevailing Internal Revenue Service rate. The Building Commissioner shall approve all such requests.

## **ARTICLE 32 PART-TIME EMPLOYEES**

32.01 The City may employ part-time employees. Such employees will not be eligible for any of the benefits contained in this Agreement, except uniforms will be provided on a prorated basis.

32.02 Any part-time employee who works more than twenty (20) hours each week must comply with Article 3, "Recognition", of this Agreement.

32.03 Part-time employees will receive their full-time seniority at the time they are classified as full-time employees.

32.04 Full-time employees on lay-off status will be offered part-time work provided that at the time of lay-off, they have declared in writing that they desire such part-time work and they will be available to report for such part-time work within one (1) days' notice.

## **ARTICLE 33 FAMILY AND MEDICAL LEAVE ACT**

33.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employee shall continue to receive health care insurance with the same conditions as set forth in Article 27, but shall not receive any other benefit.

33.02 The Employer may require an employee to use accrued vacation, holidays or sick leave which shall be inclusive of the twelve (12) weeks of FMLA leave. Employees may designate forty (40) hours of accrued sick leave and forty (40) hours of accrued vacation leave not to be deducted as FMLA leave at their option. Such sick leave and vacation "banks" under this Article shall be separate.

## **ARTICLE 34 FUNERAL LEAVE**

34.01 Employees shall be granted up to a maximum of three (3) paid consecutive work days in the event of a death of an immediate family member. For the purpose of this Article "immediate family" is defined as only: Mother, Father, Brother, Sister, Child and Spouse. An employee shall be granted up to a maximum of two (2) paid consecutive Work days in the event of a death of the following family members: Grandparents, Grandchild, Mother-in-Law, Father-in-Law, Daughter-in-Law, Son-in-Law, Sister-in-Law, Brother-in-Law, Step-Father, Step-Mother, Step-Brother, Step-Sister, Step-Child or Legal Guardian.

34.02 Additional funeral leave may be granted by the Building Commissioner or his designee with the approval of the Mayor for funeral leave purposes, should the circumstances warrant.

**ARTICLE 35 DURATION OF AGREEMENT**

35.01. This Agreement shall be effective as of January 1, 2013 and shall remain in full force and effect until 12:00 midnight, December 31, 2015, unless otherwise terminated as provided herein.

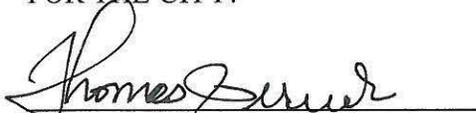
35.02. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving the notice of intent.

35.03. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually 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 of either or both parties at the time they negotiated or signed this Agreement. This Agreement may only be amended or modified during the life of the Agreement by the express, mutual written consent of both parties.

Signed this 8<sup>th</sup> day of January 2013 at Strongsville, Ohio.

**SIGNATURES**

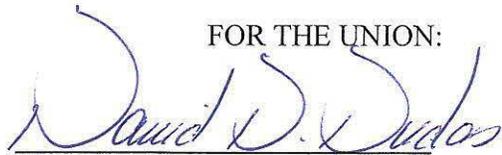
FOR THE CITY:



Thomas Perciak  
Mayor, City of Strongsville

  
Anthony Biondillo  
Building Commissioner

FOR THE UNION:

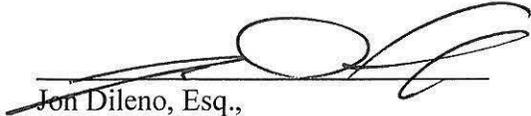


David D. Dudas  
Secretary Treasurer  
Teamsters Local Union No. 52



Kenneth A. Vadini  
President  
Teamsters Local Union No. 52

Kenneth A. Kraus, Law Director (For Form)

A handwritten signature in black ink, appearing to read "Jon Dileno", is written over a horizontal line. The signature is stylized with a large loop and a long horizontal stroke.

Jon Dileno, Esq.,  
Special Labor Counsel for the City (For Form)  
2182-12-08

**Article 31 - Attendance at Training School, Sessions or Seminars**  
**Letter of Understanding - Procedural Issues pertaining to Attendance at Educational Seminars**

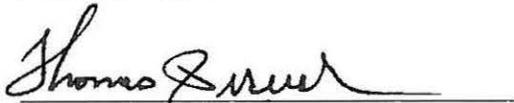
- 1) All attendance at educational seminars will be approved by and are at the discretion of the Building Commissioner or designee based on operational need.
- 2) More than one (1) Inspector will be considered to attend based on:
  - a) Educational Benefit to the Building Inspectors/Department versus hours required for recertification by the State of Ohio.
  - b) Projected workload on the day(s) of the Seminar based on operational need.
- 3) The possibility of one (1) or all building inspectors attending the educational seminars when all inspectors, the Department and the City would benefit from the knowledge acquired.

Educational opportunities to include, but not limited to:

- a) Ohio Building Officials Association Chapter Meetings
- b) International Association of Electrical Inspectors Chapter Meetings
- c) Ohio Association of Plumbing Inspectors Chapter Meetings
- d) International Code Conference Sponsored Meetings
- e) Ohio Board of Building Standards Sponsored Meetings
- f) National Fire protection Association Sponsored Meetings

SIGNATURES

FOR THE CITY:



Thomas Perciak  
Mayor, City of Strongsville



Anthony Biondillo  
Building Commissioner

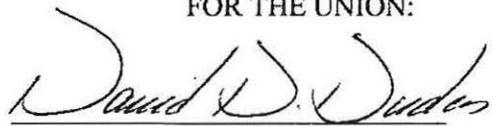


Kenneth A. Kraus, Law Director (For Form)



Jon Difeno, Esq.  
Special Labor Counsel for the City (For Form)

FOR THE UNION:



David D. Dudas  
Secretary Treasurer  
Teamsters Local Union No. 52



Kenneth A. Vadini  
President  
Teamsters Local Union No. 52

ATTACHMENT A



**City of Strongsville  
SuperMed Plus  
Effective January 1, 2007**



| Benefits                                                                                                                      | Network                                                   | Non-Network          |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------|
| Benefit Period                                                                                                                | January 1 <sup>st</sup> through December 31 <sup>st</sup> |                      |
| Dependent Age Limit                                                                                                           | 19 Dependent / 25 Student<br>Removal upon Birth Date      |                      |
| Lifetime Maximum                                                                                                              | \$5,000,000                                               |                      |
| Benefit Period Deductible – Single/Family <sup>1</sup>                                                                        | None 200/400                                              | \$200/\$400 400/800  |
| Coinsurance                                                                                                                   | 90%                                                       | 80%                  |
| Coinsurance Out-of-Pocket Maximum<br>(Excluding Deductible) – Single/Family                                                   | \$500 / \$800                                             | \$1,000 / \$2,000    |
| <b>Physician/Office Services</b>                                                                                              |                                                           |                      |
| Office Visit (Illness/Injury)                                                                                                 | 90%                                                       | 80% after deductible |
| Urgent Care Facility Services                                                                                                 | 90%                                                       | 80% after deductible |
| Voluntary Second Surgical Opinion                                                                                             | 90%                                                       | 80% after deductible |
| Immunizations (tetanus toxoid, rabies vaccine,<br>and meningococcal polysaccharide vaccine<br>are covered services)           | 90%                                                       | 80% after deductible |
| <b>Preventative Services</b>                                                                                                  |                                                           |                      |
| Office Visit/Routine Physical Exam<br>(One exam per benefit period)                                                           | 90%                                                       | 80% after deductible |
| Well Child Care Services including Exam and<br>Immunizations (To age nine, limited to a<br>\$500 maximum per benefit period)  | 90%                                                       | 80% after deductible |
| Well Child Care Laboratory Tests<br>(To age nine)                                                                             | 90%                                                       | 80% after deductible |
| Routine Mammograms (Limited to one per<br>benefit period)                                                                     | 100%                                                      | 100%                 |
| Routine Pap Test (Limited to one per benefit<br>period)                                                                       | 100%                                                      | 100%                 |
| Routine EKG, Chest X-ray, Complete Blood<br>Count, Comprehensive Metabolic Panel,<br>Urinalysis (One each per benefit period) | 90%                                                       | 80% after deductible |
| <b>Outpatient Services</b>                                                                                                    |                                                           |                      |
| Surgical Services                                                                                                             | 90%                                                       | 80% after deductible |
| Diagnostic Services                                                                                                           | 90%                                                       | 80% after deductible |
| Diagnostic Mammograms                                                                                                         | 100%                                                      | 100%                 |
| Diagnostic Pap Tests                                                                                                          | 100%                                                      | 100%                 |
| Physical, Occupational and Chiropractic<br>Therapies (10 visits then Medical Review)                                          | 90%                                                       | 80% after deductible |
| Speech Therapy<br>(10 visits then Medical Review)                                                                             | 90%                                                       | 80% after deductible |
| Cardiac Rehabilitation                                                                                                        | 90%                                                       | 80% after deductible |
| Professional Services                                                                                                         | 90%                                                       | 80% after deductible |
| Supplemental Accident Care (Limited to the<br>first \$500 of services received within 90 days<br>after an accident)           | 100%                                                      |                      |
| Emergency use of an Emergency Room                                                                                            | 90%                                                       |                      |
| Non-Emergency use of an Emergency Room                                                                                        | 90%                                                       | 80% after deductible |



**Prescription Drug Program<sup>1</sup>**  
**Effective January 1, 2007**

| Benefits                                                                        | Copay                                                     | Day Supply |
|---------------------------------------------------------------------------------|-----------------------------------------------------------|------------|
| Benefit Period                                                                  | January 1 <sup>st</sup> through December 31 <sup>st</sup> |            |
| Dependent Age Limit                                                             | Same as Medical                                           |            |
| <b>Formulary Retail Program with/without Oral Contraceptive Coverage</b>        |                                                           |            |
| Generic Copayment                                                               | <del>\$10</del> 20                                        | 34         |
| Formulary Copayment                                                             | <del>\$15</del> 30                                        | 34         |
| Non-Formulary Copayment                                                         | <del>\$30</del> 60                                        | 34         |
| <b>Formulary Home Delivery Program with/without Oral Contraceptive Coverage</b> |                                                           |            |
| Generic Copayment                                                               | <del>\$20</del> 40                                        | 90         |
| Formulary Copayment                                                             | <del>\$30</del> 60                                        | 90         |
| Non-Formulary Copayment                                                         | <del>\$60</del> 120                                       | 90         |

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

<sup>1</sup>Includes Preferred Prescriptions® Drug List; A list of drugs on the Preferred Prescriptions® formulary will be used.

<sup>2</sup>If the member or physician request a brand name drug and a generic equivalent drug is manufactured, the member pays the Generic Copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured, the member pays the Copayment only.



**City of Strongsville  
Traditional Dental  
With Orthodontia**

| <b>Benefits</b>                                                                           |                                                           |
|-------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Benefit Period                                                                            | January 1 <sup>st</sup> through December 31 <sup>st</sup> |
| Dependent Age Limit                                                                       | 19 Dependent / 25 Student<br>Removal upon Birth Date      |
| Benefit Period Maximum (per member)                                                       | \$1,600                                                   |
| Benefit Period Deductible (per member)                                                    | \$50                                                      |
| Orthodontic Lifetime Maximum (per eligible dependent up to age 19)                        | \$1,000                                                   |
| <b>Preventive Services</b>                                                                |                                                           |
| Oral Exams – two per benefit period                                                       | 80% UCR                                                   |
| Bite Wing X-Rays – two sets per benefit period                                            | 80% UCR                                                   |
| Prophylaxis (cleaning) – two per benefit period                                           | 80% UCR                                                   |
| Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19 | 80% UCR                                                   |
| Space Maintainers- limited to eligible dependents up to age 19                            | 80% UCR                                                   |
| Emergency Palliative Treatment – includes emergency oral exam                             | 80% UCR                                                   |
| <b>Restorative Services</b>                                                               |                                                           |
| Consultations and Other Exams by Specialist                                               | 80% UCR                                                   |
| Diagnostic X-Rays                                                                         | 80% UCR                                                   |
| Minor Restorative Services                                                                | 80% UCR                                                   |
| Endodontics/Pulp Services                                                                 | 80% UCR                                                   |
| Periodontal Services                                                                      | 80% UCR                                                   |
| Repairs, Relines & Adjustments of Prosthetics                                             | 80% UCR                                                   |
| Simple Extractions                                                                        | 80% UCR                                                   |
| Impactions                                                                                | 80% UCR                                                   |
| Minor Oral Surgery Services                                                               | 80% UCR                                                   |
| Biopsy of Oral Tissues                                                                    | 80% UCR                                                   |
| Histopathological Exams                                                                   | 80% UCR                                                   |
| General Anesthesia                                                                        | 80% UCR                                                   |
| <b>Complex Services</b>                                                                   |                                                           |
| Gold Foil Restoration                                                                     | 50% UCR after deductible                                  |
| Inlays, Onlays – one every five years                                                     | 50% UCR after deductible                                  |
| Crowns – one every five years                                                             | 50% UCR after deductible                                  |
| Bridgework (Pontics & Abutments) – one every five years                                   | 50% UCR after deductible                                  |
| Partial and Complete Dentures – one every five years                                      | 50% UCR after deductible                                  |



**City of Strongsville  
Vision**

| <b>Benefits</b>                   |                                                           |
|-----------------------------------|-----------------------------------------------------------|
| Benefit Period                    | January 1 <sup>st</sup> through December 31 <sup>st</sup> |
| Dependent Age Limit               | 19 Dependent / 25 Student<br>Removal upon Birth Date      |
| <b>Examinations</b>               | <b>One per benefit period</b>                             |
| Vision Examinations               | \$20 per exam                                             |
| <b>Frames</b>                     | <b>One per two benefit periods</b>                        |
| Basic Frames                      | \$20 per frame                                            |
| <b>Prescription Lenses</b>        | <b>One per benefit period</b>                             |
| Single Vision Lenses              | \$15 per pair                                             |
| Bifocal Lenses                    | \$25 per pair                                             |
| Trifocal Lenses                   | \$35 per pair                                             |
| Lenticular Lenses                 | \$75 per pair                                             |
| <b>Contacts In Lieu of Lenses</b> | <b>One per benefit period</b>                             |
| Medically Necessary               | \$150 per pair                                            |
| Cosmetic                          | \$150 per pair                                            |

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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