



AGREEMENT

13-MED-09-1029
2282-05
K30529
02/07/2014

between

THE CITY OF MACEDONIA, OHIO

and

TEAMSTERS LOCAL UNION NO. 436

**Excavating, Building Material, Construction Drivers,
Race Track Employees, Public Employees,
Manufacturing, Processing, Assembling
and Installer Employees**

of

LAKE, GEAUGA, CUYAHOGA COUNTIES AND VICINITY

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2014 – December 31, 2016

ARTICLE 1: PREAMBLE

This Agreement is entered into by and between the City of Macedonia (Employer) and International Brotherhood of Teamsters Local Union #436 (Union).

ARTICLE 2: PURPOSE AND INTENT

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:

- (a) 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;
- (b) To promote fair and reasonable working conditions;
- (c) To promote individual efficiency and service to the citizens of the City of Macedonia, Ohio;
- (d) To avoid interruption or interference with the efficient operation of the employer's business; and
- (e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3: RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative in all matters pertaining to the wages, hours and terms and conditions of employment during the term of this Agreement, and any continuation or modification thereof, for all full time employees of the Employer in the classifications of: Working Foreman, Mechanic, Equipment Operator, Maintenance Employees, Lead Man, Park Worker, Sign Shop Technician, and Tradesmen (Carpenter, Electrician, Plumber and Masonry), and all regular part-time employees of the City of Macedonia Parks & Service Departments, but excluding office employees, professional employees, supervisory employees, clerical employees, guards and any other person exempted from the definition of A Public Employee@ under Chapter 4117 of the Ohio Revised Code. In the event the Employer creates a classification not listed above the Union shall be notified in writing not less than five (5) days prior to the effective date.

ARTICLE 4: DUES DEDUCTION AND FAIR SHARE FEE

Section 4.01

During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily

signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees for whom the Employer is currently deducting dues.

Section 4.02

The initiation fees, dues of assessments so deducted shall be in amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

Section 4.03

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

Section 4.04

Any unit member of, and adheres to, established and traditional tenets and teaching of a bona fide religion or religious body which has historically held conscientious to joining or financially supporting an employee organization, and is exempt from taxation under the provisions of the Ohio Revised Code, shall not be required to join or financially support any employee organization as a condition of employment. The unit member shall submit proper proof of religious conviction to the State Employees Relations Board, and if the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization, the employee shall be required, in lieu of the Fair Share Fee to a nonreligious charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code mutually agreed upon by the employee and representative of the employee organization to which the employee would otherwise be required to pay a Fair Share Fee. The employee shall furnish to the employee organization written receipt of evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under the applicable collective bargaining agreement.

Section 4.05

A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Union within fifteen (15) days working from the date of making said deductions.

ARTICLE 5: UNION SECURITY

Section 5.01

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

Section 5.02

Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

Section 5.03

In accordance with the policy set forth under Sections (1) and (2) of this Article, all employees shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, a service fee, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. The Employer shall deduct this service fee by payroll deduction and in accordance with the procedure in Article 4 of this Agreement. For present employees, such payments shall commence thirty-one (31) days following the effective date of the execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

ARTICLE 6: MANAGERMENTS RIGHTS

Section 6.01

Unless a Public Employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each Public Employer to:

- (a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Public Employer standards of services, its overall budget, utilization of technology, and organizational structure;
- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations
- (d) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- (e) To suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- (f) Determine the adequacy of the work force;
- (g) Determine the overall mission of the employer as a unit of government;

- (h) Effectively manage the work force;
- (i) Take actions to carry out the mission of the public employer as a governmental unit.

Section 6.02

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, notification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Section 6.03

All policies and procedures contained in the city's policy and procedure manual shall apply unless in direct conflict with the provision of this contract.

ARTICLE 7: SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit shall be subcontracted out where subcontracting would cause a layoff or reduction in hours of the work week.

If a decision to subcontract work will result in job loss or a reduction in regularly scheduled hours for employees, the City will provide reasonable notice to the Union. If the union so requests, the City will meet to discuss the effects of the subcontracting prior to implementation within five days of the City's notice.

Where subcontracting quotes are solicited, the Union may submit a proposal. The City will consider the Union proposal in relation to cost savings, availability of manpower and the ability of Union to meet all project time constraints.

ARTICLE 8: CONFORMITY TO LAW

Section 8.01

Should any provision or provisions of this Agreement be held invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction or found to be in conflict with State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

Section 8.02

Should any provision or provisions of the Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

Section 8.03

This Agreement may not be amended during its term except by mutual agreement. Any negotiated changes to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 9: NON-DISCRIMINATION

Neither the City, its agents, agencies, or officials nor the Union or its agents or discriminate against any member or employee on the basis of age, sex, marital status, race, color, religion, national origin, handicap, political affiliation or for the purpose of evading the spirit of this Agreement. The City and the Union agree not to interfere with the desire of the person to become or remain a member of the Union.

ARTICLE 10: UNION ACTIVITIES

Section 10.01 - Time Off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights without pay, to any two (2) employees designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union specifying length of time off to a total of 5 days off per delegate per year with proof of attendance. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 10.02 - No Discrimination because of Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 11: ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collections of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule and that the Director of Service is notified in advance of such visitation.

ARTICLE 12: SHOP STEWARDS

Section 12.01

The Employer recognizes the rights of the Union to designate up to two Shop Stewards. The authority of Shop Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement;
- b. The collection of dues when authorized by appropriate Union action;
- c. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing.

In the absence of the Shop Steward a designate Alternate may perform these duties.

Section 12.02

Shop Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Shop Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

In the absence of the Shop Steward a designate Alternate may perform these duties.

Section 12.03 - Grievance Preparation

The steward shall process grievances with proper regard for the Employer's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum of time lost from work due to grievance handling.

ARTICLE 13: BULLETIN BOARDS

The Employer agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 14: DISCIPLINARY PROCEDURE

Section 14.01

Disciplinary actions involving oral or written reprimands are made subject to the grievance procedure beginning at Step 1. Disciplinary actions involving suspensions, demotions or any reduction in pay, rank or status and removals are made subject to the grievance procedure beginning at Step 3.

Section 14.02

Disciplinary forms will be incorporated in the grievance form utilizing the same procedure as the grievance procedure.

Section 14.03

The bargaining unit member may not be disciplined without just cause.

Section 14.04

The employee and the employer are subject solely to the grievance procedure and binding arbitration of this Labor Agreement, and the State Personnel Board of Review or Civil Service Commissions have no jurisdiction to receive and determine any appeals relating to disciplinary action that were subject of a final and binding grievance procedure in accordance with O.R.C. 4117.10 (A).

ARTICLE 15: GRIEVANCE PROCEDURE

Section 15.01

A grievance is hereby defined as a difference, dispute or complaint between the Union and the Employer or between the employees covered herein and the Employer over the interpretation or application of the contents of this Agreement. An honest and earnest effort will be made to settle grievances according to the following steps and procedures. All grievances shall be in writing on forms provided by the Union, and shall set forth the article or section of the Agreement alleged to have been violated. The Union's Business Representative may attend at all steps of the grievance.

Section 15.02

Days - A day as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

Section 15.03

Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as feasible, and if possible, at the lowest step of this procedure.

Section 15.04

Should the Administration fail to comply with the time limits herein, the member or the Union may proceed immediately to the next step. Should the member or Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be expanded by mutual agreement.

Section 15.05

Procedure -All grievances shall be promptly taken up. To be considered, a grievance must be filed at

the first step within seven (7) days (exclusive of Saturdays, Sundays, and holidays) of its occurrence.

When an employee first becomes aware (or in the exercise of reasonable diligence should have become aware) of its occurrence at a later date, the grievance may be filed within seven (7) days of such time, but in no case more than thirty (30) days after the occurrence.

Step 1. The grievance shall first be discussed with the Director of Service or his/her designee. Upon request of either, the Steward shall be present.

Step 2. If the grievance has not been adjusted at Step 1, it may be appealed by the Chief Steward to the Mayor within seven (7) days of the answer of the Director of Service at Step 1. Within fourteen (14) days, the Mayor or the Mayor's designee may hold a meeting with the grievant, Chief Steward and/or Union representative. The Mayor, or the Mayor's designee shall respond, in writing, within seven (7) days of the meeting. If no meeting is held by the Mayor or the Mayor's designee, the written response shall be issued within fourteen (14) days after the receipt of appeal.

Step 3. In the event that the decision of the Mayor, or Mayor's designee is not acceptable to the Union, the Union may, within thirty (30) working days, file a request with the employer to take the grievance to arbitration. Within ten (10) working days of the receipt of the request, the Employer and the Union shall confer in an attempt to select an arbitrator. If unable to do so, the arbitrator shall be chosen in accordance with the rules of the American Arbitration Association who shall supply the parties with a list of seven (7) arbitrators. Upon receipt of the list, the parties shall use the alternate strike procedure to select the arbitrator within ten (10) calendar days. The winning party of a coin toss shall determine which party shall strike from the list first.

Section 15.06 – Jurisdiction

The Arbitrator shall be expressly limited to the meaning, intent or application of the provision of this Agreement, and have no power to add, detract from or alter in any way, the provisions of the Agreement.

Section 15.07- Binding Effect

The finding of the arbitrator shall be submitted to the parties in writing, and shall be binding on both parties.

Section 15.08 - Assignment of Cost

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.

ARTICLE 16: LABOR MANAGEMENT COMMITTEE

Section 16.01

The Labor Management Committee shall be comprised of two Union Stewards, one full-time employee, one Business Representative, the Mayor or his/her designee and the Director of Service, or his/her designee.

Section 16.02

The Labor Management Committee may meet upon the request of the Union or the Employer. An agenda shall be submitted by the Union to the Mayor prior to the meeting.

Section 16.03

The issues to be discussed shall be limited to safety recommendations of methods or techniques to create more efficient operations of the department, or promoting ideas for harmonious relations of the employee and Employer.

Section 16.04

All other members may attend such meeting on a voluntary basis. A member who is working on the scheduled meeting date may attend, providing approval is given by his immediate supervisor.

ARTICLE 17: SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money including vacation pay due to the employee. Upon quitting, the Employer shall pay all money due to the employee, including vacation pay on the payday in the week following such quitting.

ARTICLE 18: SENIORITY

Section 18.01

A seniority list shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based on the employee's date of permanent hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, shall be a major factor in all matter affecting work-shift assignments, and shall be the governing factor in all matters affecting lay-off, recall and vacation preference, provided all other qualifications are equal.

Section 18.02

In the event, it becomes necessary for the Employer to lay off employees for any reasons, employees

shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week advance notice of lay off and the Employer shall meet with the affected employees prior to the actual occurrence of lay off. Employees shall be recalled from lay off according to their seniority. No new employees shall be hired until all employees on lay off status have been afforded recall notices.

Section 18.03

The seniority list shall be brought up-to-date on January 1, of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days and a copy of same shall be sent to the Union and to the Steward. Any objection to the seniority list, as posted, must be reported to the Employer within ten (10) days from the date posted or it shall stand as accepted.

Section 18.04

All permanent job openings and/or vacancies shall be posted by the Employer for bid for five work days as soon as such openings and/or vacancies become available, and those employees in the bargaining unit shall be first considered for said opening and/or vacancy provided that the employee meets the qualifications set forth for said position and/or vacancy. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days.

ARTICLE 19: WORKWEEK

The regular workweek shall be five (5) consecutive workdays consisting of forty (40) hours per week, Monday through Friday, each day consisting of eight (8) consecutive hours of work exclusive of lunch periods within the twenty-four (24) hour period. The City reserves the right to engage in alternative schedules for temporary time periods so long as the alternative schedule does not exceed forty (40) hours per week. The Union will be informed of alternative schedules prior to implementation and such schedule changes shall not be unreasonably imposed.

ARTICLE 20: WAGES

Section 20.01

		Jan. 1, 2014	Jan. 1, 2015
Maintenance Worker	Start	\$18.86	\$19.24
Park Worker	12 Months	\$19.86	\$20.26
	24 Months	\$20.90	\$21.32
	36 Months	\$22.00	\$22.44
Asst. Sign Shop	Start	\$19.48	\$19.87
Asst. Mech.	12 Months	\$20.50	\$20.91
	24 Months	\$21.58	\$22.01

	36 Months	\$22.73	\$23.18
Sign Shop Tech	Start	\$20.63	\$21.05
	12 Months	\$21.72	\$22.15
	24 Months	\$22.87	\$23.33
	36 Months	\$24.07	\$24.55
Park Lead Man	Start	\$21.63	\$22.07
	12 Months	\$22.72	\$23.17
	24 Months	\$23.87	\$24.35
	36 Months	\$25.07	\$25.57
Equipment Operator Tradesman Mechanic	Start	\$22.23	\$22.67
	12 Months	\$23.40	\$23.87
	24 Months	\$24.62	\$25.12
	36 Months	\$25.92	\$26.44
Working Foreman	Start	\$24.54	\$25.03
	12 Months	\$25.73	\$26.24
	24 Months	\$26.98	\$27.52
	36 Months	\$28.30	\$28.86
Part-Time	Start	\$10.11	\$10.31
	12 Months	\$11.93	\$12.17
	24 Months	\$12.56	\$12.81
	36 Months	\$13.22	\$13.48

Section 20.02

The personnel who occupy the position of Mechanic (Bob Roloff) shall receive five-hundred (\$500.00) annually, payable on the first full pay period of the New Year, and Asst. Mechanic (Mark Gullatta) shall receive two hundred fifty (\$250.00) annually, payable on the first full pay period of the New Year, as a "tool allowance. Tools owned by the City of Macedonia must remain on City property at all times and must be labeled with a City asset/property tag. All personal tools maintained on city property must be inventoried by the respective Mechanic or Assistant Mechanic and submitted to the Director of Service before December 31 each year.

Section 20.03

The City will “pick-up” a total of two percent (2%) of the bargaining unit member’s share of OPERS contributions.

ARTICLE 21: HOLIDAYS

Section 21.01

The following days shall be observed as holidays by all regular full time employees in the bargaining unit. All regular part-time employees are entitled to a portion of the holidays as presently calculated in Section 161.03(b) of the Codified Ordinances.

<u>Date</u>	<u>Holiday</u>
January 1	New Year’s Day
January (as designated)	Martin Luther King Day
February (as designated)	President’s Day
As designated	Good Friday
May (as designated)	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
October (as designated)	Columbus Day
November (as designated)	Thanksgiving Day
The day after	Thanksgiving Day (after)
December 25	Christmas Day
Employee’s Birthday	
Personal Day	

Section 21.02

When any of the holidays named above fall on a Sunday, the following Monday shall be observed; if the holiday falls on a Saturday, the preceding Friday shall be observed.

Section 21.03

Employee’s birthday and personal day shall not be used incrementally. If used on an eight hour shift will count as eight hours. If used on a ten hour shift will count as ten hours.

ARTICLE 22: VACATIONS

Section 22.01

The vacation schedule for regular full-time employees shall be as follows:

<u>Years of Service</u>	<u>Length of Vacation</u>
Less than 1 year continuous	0 hours
1 but less than 6 years	80 hours
6 but less than 11 years	120 hours
11 but less than 16 years	160 hours
16 years or more	200 hours

Section 22.02

Entitlement to vacations under this Section shall be determined as of the employee's anniversary date each year.

Section 22.03

Permanent part-time employees shall be entitled to a portion of the above vacation days with pay as presently provided in Section 161.03(b) of the Codified Ordinances upon completion of continuous part-time service in accordance with the above schedule.

Section 22.04

In the event that an employee covered hereby dies during the term of this Agreement, his accrued vacation credits, if any, shall be paid in the wage equivalent as follows:

- a. If an employee dies testate, then to his estate.
- b. If an employee dies intestate, leaving a spouse with whom said employee was living at the time of death, then to such spouse.
- c. If said employee leaves no such spouse, but is survived by children including adopted children, then to such children jointly. If any such children are then minors, then the guardian of such children must be joined in on such payment.
- d. If said employee has no such spouse nor children surviving him/her, then to the parents or parent of who survives him/her.

Section 22.05 - Scheduling of Vacation

- a. Planning of Vacation should be made as far in advance as possible so as not to interfere with the efficient operation of the department. The assignment of vacation time will be based on the employee's length of service (seniority).

All vacation days should be taken at one time within the regular vacation period and

must be scheduled and approved by the Director of Service or his/her designee in advance (a minimum of thirty (30) days notice when taking a week or more.)

- b. Split Vacations. Vacation may be split, but must be taken in a minimum of one (1) day increments and only with the permission of the Director of Service or his/her designee, said approval to not be unreasonably denied. The employee must submit his request for split vacation a minimum of forty-eight (48) hours prior to the requested vacation day. If more than one employee requests split vacation for the same day, seniority shall govern the approval, if any, by the Director of Service. Employees seeking time off for emergency reasons where a request time of forty-eight (48) hours is not practical may request to use their vacation, or compensatory time subject to the approval of the Director of Service, said approval to not be unreasonably denied. An employee requesting emergency time off must submit or call- in their request in advance of their scheduled shift to the Director of Service. Documentation of the emergency may be required. Approved emergency leave must be taken in no less than one (1) hour increments, unless otherwise approved at the sole discretion of the Director of Service.
- c. Scheduling of Compensatory Time: Compensatory time off shall be scheduled by the City and the employee using the procedures set forth in paragraph (a) and (b) above.
- d. Employees with accumulated compensatory time are entitled to a maximum of eighty (80) hours time off per calendar year. Compensatory time may be accumulated to a maximum of one-hundred twenty (120) hours. Should the employee exceed the maximum accumulation, the City shall pay the employee overtime for the excess hours earned. Compensatory time shall be received at one and one-half hours for every hour worked as overtime. Compensatory time off will be granted only if the operations of the department are not unduly disrupted. Employees may have the option to "cash out" accumulated compensatory time on the second pay period of each month.

ARTICLE 23: SICK LEAVE

Section 23.01 - Sick Leave Accumulation

Sick leave with pay for all regular full time employees shall accrue at the rate of one and one quarter (1-1/4) working days of leave, for each full calendar month of the employee's service. Accrued but unused sick leave credits will be accrued forth each year and such accumulation shall be unlimited. All regular part time employees shall earn sick leave as presently calculated in Section 161.03(b) of the Codified Ordinances.

Section 23.02 - Sick leave credits when off duty

Employees absent from work on regular holidays, vacations, disability arising from injuries sustained during the course of their employment, or special leave of absence with pay, shall continue to accumulate sick leave at the regular prescribed rate during such absence.

Section 23.03 - Qualifications for Sick Leave

Sick Leave shall be granted to an employee upon approval by the Employer for the following reasons:

- a. Personal illness, injury or pregnancy related conditions of the employee
- b. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- c. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner, when such examination cannot be scheduled during non-working hours.
- d. Family Sick Leave- the illness, injury, pregnancy related conditions or examination (medical, psychological, dental or optical) of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee's family member. Immediate family as defined by established city sick leave policy.

Section 23.04 - Notification/Approval of Sick Leave

- a. Notice required. An employee not reporting for work on account of any of the reasons stated above shall inform his superior of the fact and the reason thereof as soon as possible and prior to the time the work period begins.
- b. Application on special form. Before any payment is made pursuant to the provisions of this section, the employee shall make written application thereof on forms to be furnished by the City.
- c. Doctor's certificate may be required. Sick leave pay or disability leave in excess of three (3) working days, shall be granted only after presentation of a written statement from a physician certifying that the employee's condition prevented him/her from performing the duties of his/her position. Additional physician documentation may be required in accordance with FMLA. If the illness or physical incapacity continues more than seven (7) days weekly reports must be made by the physician. If the illness or physical incapacity is of sufficient duration, the City may require, as a condition of re-employment, a physician's statement certifying that the employee is physically able to return to work and perform the essential functions of his/her position.

Section 23.05 - When Earned Sick Leave is Exhausted

Whenever absence chargeable to sick leave exceeds the amount earned and authorized, the pay of an employee shall be discontinued until he/she returns to work. However, an employee with vacation to his/her credit may, upon request, use all or any part of his/her vacation as sick leave with pay.

Section 23.06 - Illness or Injury While Off Duty

If an employee becomes ill or injured while on vacation or holiday, he may, by written request and by complying with the qualifying under the provisions of Section 3, hereof, have his vacation status

changed to sick leave for the duration of such illness or injury providing he does not exceed his sick leave credit.

Section 23.07 - Re-employment Credit

An employee, who is laid off from his position for reasons which do not discredit him and, if reappointed, may have available any unused sick leave existing at the time of his lay-off, as allowable by law.

Section 23.08 - Retirement/Death/Disability Benefit

An employee at the time of retirement or disability retirement from active service with the Municipality, or at his death, shall be paid, in cash, forty percent (.4) of the value of his accrued but unused sick leave credit to a limit of a maximum of 384 hours. Such payment shall be based on the employee's rate of payment at the time of retirement or death, and shall be made only once to an employee or his heirs. Upon cash-out, the sick leave balance shall go to zero.

Section 23.09 - Abuse of Sick Leave - Un-excused Absence

Any abuse of sick leave shall be just and sufficient cause of disciplinary action which may include suspension and/or dismissal.

Section 23.10 - Sick Time Incentive

Any employee, who does not use any sick time within a calendar quarter, shall receive four (4) hours of compensatory time.

Section 23.11 - Donation of Sick Time

An employee who has accumulated sick leave, may at his/her discretion, donate sick leave time to another employee who has used his/her sick leave for an extended illness or injury. An employee who does not have two hundred forty (240) sick hours accumulated cannot donate time to another employee. The recipient must exhaust all their available paid time, before using any donated sick hours. Hours will be converted by dividing the donor's wage by the recipient's wage and multiplying the result by the number of hours donated. Any fractional hours will be dropped to convert to whole hours only.

Section 23.12 - Sick Before a Holiday

In order for the employee to be eligible for the holiday premium pay, he/she must have worked the day before and the day after such holiday, unless he/she has failed to work because of a scheduled day off, sickness or injury verified by a medical doctor's certificate, or because of a death in the employee's immediate family or scheduled vacations.

Section 23.13 - Unexcused Tardiness

- a. Employees who have an unexcused tardy, shall not be compensated for the period of tardiness.

- b. Employees who have been tardy three times within six months shall receive a verbal reprimand.
- c. After receiving the verbal reprimand, employees who are tardy again within six months of the last tardy occurrence shall be subject to progressive discipline, including:
- d. Fourth tardy occurrence-written reprimand
- e. Fifth tardy occurrence-one day suspension without pay
- f. Sixth tardy occurrence-three day suspension without pay
- g. Seventh tardy occurrence-five day suspension without pay
- h. Eighth tardy occurrence- subject to further progressive discipline up to and including termination.

ARTICLE 24: FUNERAL LEAVE

Section 24.01 - Bereavement Time

An employee shall be paid for up to three (3) days bereavement leave to attend a funeral of an immediate family member. A Funeral Form is required (supplied by the City) to be filled out and a copy of the death notice from the newspaper is required. Turn in the completed form to the HR Director and attach a copy to your time sheet.

Section 24.02 - Immediate Family

For the purpose of this Article the immediate family is defined to include spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, sister-in-law, brother-in-law, (spouse's sibling or sibling's spouse), aunt, uncle, niece or nephew.

Section 24.03 - Extra Bereavement Time

Upon approval of the Service Director or his/her designee, bereavement leave in excess of three (3) days will be charged to the employees accrued sick leave balance, personal day, compensatory day, vacation day or leave without pay.

ARTICLE 25: LEAVE OF ABSENCE

Any employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be at the Employer's discretion, not to exceed three months, but such discretion shall not be unreasonably exercised. During the period of absence, the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability

to work because of proven sickness or injury shall not result in the loss of seniority rights. Full seniority rights shall be maintained during a leave of absence.

Family and Medical Leave. The City and Union agree and acknowledge that the provisions of the Family and Medical Act of 1993 and all subsequent amendments are applicable to all members of the bargaining unit. The City and Union will adhere to regulations of the FMLA Act as interpreted by the Department of Labor, the federal agency enforcing FMLA. The City may adopt reasonable policies with regards to the administration of FMLA. Employees may grieve any unreasonable policy and any determination made by the City that violates the employee's rights under the Act in lieu of the filing of a complaint with the Secretary of Labor or filing suit.

ARTICLE 26: MILITARY LEAVE

Employees enlisting or entering the military or naval service of the State of Ohio or United States pursuant to the provisions of the Ohio Revised Code or Universal Military Training and Service Act and Amendments thereto, shall be granted all rights and privileges provided by the Act.

ARTICLE 27: JURY DUTY PAY

In the event that an employee loses all or part of his time on account of jury service, the Employer shall pay such employee an amount sufficient to guarantee no loss in wages on account of such absence from work.

ARTICLE 28: COURT TIME PAY

Any employee covered by this Agreement who is required by the City to attend Court outside of his/her regular work shift shall receive a minimum of four (4) hours pay at his/her applicable hourly rate for such attendance. No Court time shall be allowed to any such employee that has been notified that his/her presence is not needed, prior to the end of his/her shift on the day preceding a scheduled Court attendance. If he/she is required to stay in attendance at such Court for more than four (4) hours, in any one day, he/she shall be paid for the actual hours spent that day. Provided, however, that any and all fees, compensation or allowances to which an employee is or would be entitled to for such Court time, as provided for the statute or Court order, shall be turned over and paid to the City, and not retained by the employee. No such Court time shall be considered overtime in computing his regular hourly rate.

ARTICLE 29: INSURANCE

Section 29.01

Effective January 1, 2014, the city's contribution for employee health insurance premium shall be 95% of the total monthly premium. Effective January 1, 2015 the city's contribution for employee health insurance premium shall be 95% of the total monthly premium for employees who have obtained gold or platinum status in the vitality wellness program the preceding year. Effective

January 1, 2015, the city's contribution for employee health insurance premium shall be 90% of the total monthly premium for employees who have not obtained at least gold status in the vitality wellness program the preceding year. The remaining share of the monthly premium shall be deducted from enrolled employees via bi-weekly payroll.

Section 29.02

Each bargaining unit shall appoint up to 2 representatives to the Health Care Task Force Committee. The City shall appoint up to 2 representatives for non-union employees (not including support staff required for facilitating the work of the committee). In addition, the Mayor and up to 2 members of council shall sit on the committee. The committee will meet as necessary, but not less than annually, to review cost associated with all medical insurance policies and identify methods for controlling costs.

Section 29.03

The employer shall provide life insurance in the amount of \$25,000 per employee.

Section 29.04

The city shall make monthly premium contributions for employees on active payroll, employees on paid leave, employees on workers compensation leave and employees on designated FMLA. Employees not covered by this provision will need to make arrangements with the Finance Department to pay the entire monthly premium five days prior to the start of the month. Failure to do so will result in termination of city provided health care benefits and a notice of COBRA shall be issued.

Section 29.05

In exchange for an increased annual dental maximum of \$1,500, employee deductions for single dental coverage will be \$1.00 per pay and employee deductions for family coverage will be \$2.50 per pay.

ARTICLE 30: EXAMINATIONS

Section 30.01

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall pay for any time spent in the case of applicants for jobs and shall be responsible to the employees only for time spent at the place of examination or examinations, where the time spent by the employee(s) exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours. Examinations are not to exceed one (1) in any one (1) year. Employees will not be required to take examinations during their working hours.

Section 30.02

The Employer reserves the right to select its own medical examiner or physician; and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's

expense. In the event of a disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and the Union doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final.

ARTICLE 31: UNIFORMS

Section 31.01

An employee shall be required to wear prescribed uniforms which shall be furnished by the City at the Employer's expense. The Employer shall issue a TOTAL of eleven (11) uniforms to each bargaining unit employee (if coveralls are requested, each pair is considered as one (1) uniform). The City agrees to replace such items as found necessary at the City's expense unless the need for replacement is the result of negligence or wrongdoing by the employee in which case replacement will be at the employee's expense.

Section 31.02

In addition to receipt of the regular supply of uniforms in accordance with Section 01, an employee shall receive the following items of work clothing and materials, if necessary, which shall be paid for by the City: Hard Hats, Rain Suits, Safety Vests and Safety goggles when needed.

Section 31.03

All employees required to wear safety shoes will be reimbursed up to one hundred fifty dollars (\$150.00) per calendar year. Employees must provide the City with proof of purchase to be reimbursed. Provided, however, that if an employee would leave within 6 months of purchasing his shoes he would be required to reimburse the City 2 of the amount of his safety shoes. Further, employees who receive such shoes must wear such safety shoes at all times.

ARTICLE 32: DEFECTIVE EQUIPMENT

The Employers shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped, shall be reported so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After the equipment is repaired, the Employer shall place on such equipment as "OK" in a conspicuous place so the driver can see the same.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on suitable forms furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written report on forms in use by the Employer of

a vehicle being in an unsafe working or operating condition and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

ARTICLE 33: DANGEROUS CONDITIONS OF WORK

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. When safety equipment is required and provided by the Employer, any employee not using said equipment shall be subject to reasonable disciplinary action. It is the goal of the City to have all employees properly trained prior to the use of any tools or equipment.

ARTICLE 34: SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 35: REVIEW OF PERSONNEL FOLDER

Section 35.01

Members of the bargaining unit shall be allowed to review their personnel folders at any reasonable time upon request by providing advance notice to the Service Director who will schedule a time for the employee with the Personnel Administrator. If a member, upon examining his personnel folder, has reason to believe that there are inaccuracies in those documents to which he has access, the

member may write a grievance to the Employer explaining the alleged inaccuracy. If, upon the investigation, the Employer sustains allegation, they shall do one (1) of the following:

- a. The member's grievance may be attached to the material in question, and filed with it and the Employer shall note thereon their occurrence; or
- b. The Employer may remove the inaccurate material from the personnel folder if they feel that its inaccuracies warrant such removal; or
- c. The Employer may remove and destroy the material in the presence of the employee and the Union.

Section 35.02

It is agreed that the supervisory and administrative personnel may only divulge any material in any personnel folder in accordance with applicable State and Federal Law.

Section 35.03

The Union will no way hinder or interfere with any State or Federal regulations regarding an employee's folder. However, the Union may review an employee's personnel folder upon written authorization from said employee to the Employer, (Mayor or Service Director), authorizing the viewing of same.

ARTICLE 36: WORKING OUT OF CLASSIFICATION

An employee assigned to work in a classification with a higher rate of pay shall receive the rate of pay for that classification based upon the following hours:

8-hour Day: If employee is assigned to work from 1-4 hours, they will be paid at the higher classification rate for 4 hours. If employee works over 4 hours, they will be paid at the higher classification rate for 8 hours.

10-hour Day: If employee is assigned to work from 1-5 hours, they will be paid at the higher classification rate for 5 hours. If employee works over 5 hours, they will be paid at the higher classification rate for 10 hours.

When performing Arborist duties, the employee performing the job function will be paid an additional two dollars per hour (\$2.00). Hours will be calculated and paid based upon the "Article 36 Working Out of Classification" rates listed above.

Only the Director of Service or his designee may make temporary assignments "out of classification" which shall be issued in writing prior to the performance of the work.

ARTICLE 37: LONGEVITY PAY

Section 37.01

All full-time regular employees, after three (3) years of continuous service with the Employer shall receive longevity pay per the following schedule:

<u>Years of Service:</u>	<u>Stipend:</u>
3	\$400.00
4	450.00
5	500.00
6	550.00
7	600.00
8	650.00
9	700.00
10	1000.00
11	1000.00
12	1000.00
13	1000.00
14	1000.00
15	1250.00
16	1250.00
17	1250.00
18	1250.00
19	1250.00
20	1500.00
21	1500.00
22	1500.00
23	1500.00
24	1500.00
25	1750.00
26	1750.00
27	1750.00
28	1750.00
29	1750.00
30+	2000.00

Section 37.02

Longevity payments shall be made on the amounts as contained in the above schedule, minus all deductions required by law. Such payment shall be made each year in a separate check on the payroll following the employee's anniversary date of hire.

Section 37.03

Any employee leaving for other than disciplinary reasons shall receive the pro-rated portion of longevity payment based upon the date of leaving.

ARTICLE 38: PAY CHECK/PAY STUB

Section 38.01

The Employer shall continue to pay employees their pay checks on Friday of every other week.

Section 38.02

Those employees scheduled off duty on Fridays may pick up their pay checks on the Thursday preceding Friday pay days, so as not to create unnecessary trips or hardships on said employees. Employees wishing to pick their pay checks up early shall notify the Service and/or Finance Director. The Service and/or Finance Director must approve in advance the employee's right to pick up their pay check.

ARTICLE 39: OVERTIME OPPORTUNITIES/HOURS OF WORK

Section 39.01 - Rotating Overtime

When it becomes necessary to work overtime, employees in the particular department shall be called first, utilizing the procedures outlined in Section 2 of this Article. When additional work force is necessary after the department has been called out, the remainder of the bargaining unit work force shall be called next, the criteria being seniority and qualifications. The provision of this Article are not applicable to employees required to holdover two (2) or less hours after their shift as a result of operations and by order of the Service Director or his/her designee.

Section 39.02 - Rotation of Overtime Opportunity

- a. When the Employer determines overtime is necessary, the Employer will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The Employer agrees to post and maintain overtime rosters which shall be made available to the Union Steward upon request. Said rosters shall be posted on appropriate bulletin boards in the facilities and will include a list of overtime hours worked, refused, negative contact, and total hours overtime offered. The employees within the department or unit who on the roster have the fewest aggregate hours worked and/or hours refused, among those qualified to perform the work being assigned, shall be called first. Employees on sick leave shall be removed from the overtime rotation list for sixteen (16) continuous hours, or until they have returned to their regularly scheduled shift. Upon return from sick leave, an employee shall have his name replaced on the overtime rotation list in the same order previously held. Employees on vacation shall be removed from the overtime rotation list on each day of his vacation.
- b. An employee who is offered, but refused, an overtime assignment, shall be credited on the roster with the amount of overtime refused. Where the amount of overtime refused was two (2) hours or less, the employee will be charged with refusing two (2)

hours.

Section 39.03 - Work Week

- a. Forty (40) hours per week shall constitute the standard work week for all full-time employees.
- b. Overtime shall be paid for all work performed in excess of the appropriate standard work day and applicable work week of forty (40) hours in active pay status.

Section 39.04 – Meetings

In the event an employee is requested by the Employer to attend any meetings, whether training or otherwise, he shall be compensated at the current hourly rate of pay for each hour in attendance.

Section 39.05 - Call Back

A minimum of two and one-half (2-1/2) hours of pay at one and one half (1 1/2) times the hourly rate shall be guaranteed when an employee is requested to report back to work or when an employee is called in on a day he is not scheduled to work. The guaranteed overtime period begins when the employee arrives for duty. In addition to the guaranteed overtime, the employee will be guaranteed forty-five (45) minutes of pay at straight time for the period between call-in and arrival for duty provided the employee arrives within a 1-hour (60 minute) period. All other hours actually worked beyond the two and one-half (2-1/2) hour minimum shall be paid at the current overtime rate. When an employee assigned by the Director of Service to perform the call-back of employees during non-scheduled hours, that employee shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times the hourly rate for every six (6) hour period of the assignment.

Section 39.06 - Call-Out Refusal

The City shall be the sole judge of the necessity for overtime. Overtime work shall not be refused unless an employee has reasonable justification. In the event that management informs the workforce in advance that a potential callback situation exists, one call to the employee's designated phone number shall constitute a refusal of overtime. If an employee fails to accept at least seventy-five (75%) of total monthly call-outs from November through April, the employee will receive a written reprimand and will be subject to the progressive disciplinary procedures in this contract.

Section 39.07 – Emergencies

Emergency overtime is defined as a natural disaster or any other emergency as determined by the Mayor or Service Director during which time the following procedure will be used for emergency call-outs:

- a. Go through the overtime list.
- b. Offer the available overtime to all other members of the bargaining unit.
- c. Call employees who are off on vacation, sick leave, personal day or any other leave.

ARTICLE 40: PREVAILING RIGHTS

Section 40.01

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, and practices previously and presently in effect may be modified or discontinued, as long as the modifications(s) and discontinuance(s) do not conflict with this Labor Agreement.

ARTICLE 41: PROBATIONARY PERIOD

A new employee will have a twelve (12) month probationary period in which he does not belong to the Union. Prior to the end of the probationary period, the Service Director will communicate his intention to hire the employee to the Mayor who will take the proper steps to see that the employee has full-time permanent status with the City. The removal of a probationary employee shall not be subject to review by the Grievance Procedure set forth in this agreement.

An existing employee who is promoted in his employment with the City shall have a six (6) month probationary period. Prior to the end of the probationary period, the Service Director must communicate his intention to retain the employee at the new position to the Mayor who will take the proper steps to see that the employee has permanent status with the City in his new position. The demotion of a probationary promote shall not be subject to review by the Grievance Procedure set forth in this agreement.

ARTICLE 42: DRUG TESTING

Section 42.01

Drug and alcohol screening/testing shall be conducted upon reasonable cause which means that the Employer possesses facts that give rise to reasonable cause than an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used by the City in any criminal proceedings. The results of drug and alcohol testing shall be kept confidential except as may be provided by law. Results may be released to a person or entity when the City is authorized in writing by the employee. The following procedure shall not preclude the Employer from other administrative actions but such actions shall not be based solely upon the test results.

Section 42.02

All drug and alcohol screening tests shall be conducted by medical laboratories licenses by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

Section 42.03

Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometer method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. The test shall be given the same evidentiary value as the two previous tests. If at any point the results of the drug testing procedures conducted by the Employer specified in this article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

Section 42.04

Upon the findings of positive for a controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exists so as to bypass the EAP, in which case the Employer shall have the right to initiate disciplinary action, pursuant to Article 14 of the Agreement. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. For the purpose of this section, Aperiodic@ shall mean not more than twelve (12) times per year, except that drug tests may be performed at any time upon reasonable suspicion of drug use. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

Section 42.05

If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer.

Section 42.06

No drug testing shall be conducted without the authorization of the Mayor or his designee. If the Mayor orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept confidential except as provided by law, however, test results and records may be used in future disciplinary actions as set forth in the article.

Section 42.07

The employee and the Union shall be given a copy of the laboratory test report of both specimens before any discipline is imposed.

Section 42.08

Employees that purposely make false accusations pursuant to this section shall be subject to disciplinary action pursuant to Article 14 of this Agreement. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of three (3) years.

Section 42.09

The City shall form a Drug Free Workplace Committee. The committee shall meet to develop a random drug testing program, prior to July 1, 2005, that requires a minimum twenty-five percent (25%) random drug testing pool, employee education and supervisor training.

The Drug Free Committee shall meet at least annually to review the Drug Free Workplace program.

ARTICLE 43: EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 43.01

The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined pursuant to Article 14 of this Agreement.

Section 43.02

Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 43.03

This Article shall not operate to limit the Employer's right to discipline an employee pursuant to Article of this Agreement for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary actions pursuant to Article 14 of this Agreement. An employee's participation in the EAP does not operate to waive any other rights granted by the Agreement.

ARTICLE 44: NO STRIKE AND NO LOCK-OUT

Section 44.01

In recognition that the services provided by the employees are essential to the public health, safety and welfare there shall be no interruption of employees work for any cause whatsoever, nor shall there be any work slowdown or other interference with said public services, during the term of this agreement.

Section 44.02

In the event that any employee is engaged in any violation of Section 01 of this Article, the Union shall upon notification by the City, immediately order such employee to resume normal work activities. If the Union carries out its obligations under this section in good faith and has neither authorized or ratified such action, it shall have no liability for such action.

Section 44.03

The City shall not engage in a lockout of the bargaining unit members of the City Service Department.

ARTICLE 45: CONDITIONS OF EMPLOYMENT

The provisions of Sections 1, 2, 3 of this Article are applicable to all employees hired after January 1, 2001. Employees hired prior to January 1, 2001, and who maintain a CDL at the present time, agree to maintain that status for the balance of their employment. The City shall pay for the regular renewal of the CDL for all employees.

Section 45.01

All employees hired after January 1, 2001 shall have and maintain a valid Ohio Commercial Driver's License. In the event that the City employs a person without such license, that person shall obtain such license within sixty (60) days.

Section 45.02

In the event that an employee's CDL is suspended by the State of Ohio or a Court of Law, fails to renew the license before expiration, or the employee is not able to be insured by the City's insurance

company to drive a motor vehicle, the employee shall notify the Service Director at once and shall not operate any vehicle for which the member is not licensed. The Director may assign the employee to non-driving work if such work is available and at the assigned position's regular rate of pay. If no work is available, the employee shall be laid-off (with no bumping rights) until such time as work becomes available.

Section 45.03

The City shall hold the employee's job for sixty (60) days after the employee's loss of CDL or failure to pass the CDL exam. If the employee obtains a CDL in that period, the employee will be returned to the regular duties and pay rate held before the loss of the CDL. If the employee fails to obtain a CDL before the employee's former position has been filled, the employee shall remain in the available work or on layoff until work becomes available. (NOTE: Refer to current Contract regarding layoff).

ARTICLE 46: DURATION OF AGREEMENT

Section 46.01

This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2016, unless otherwise terminated as provided herein.

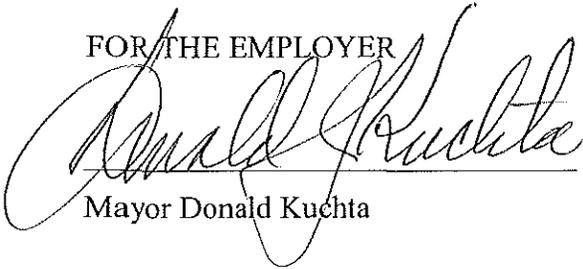
Section 46.02

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 prior, 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 received notice of intent.

Both parties agree to re-open negotiations for wages only, Article 20, for years 2016 at least sixty (60) days, but not more than ninety (90) days, prior to December 31, 2015.

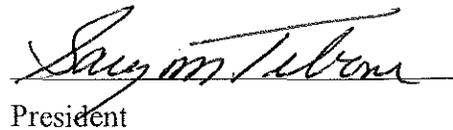
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 19TH day of December, 2013.

FOR THE EMPLOYER

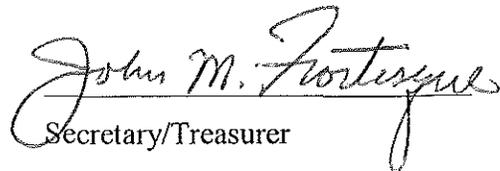


Mayor Donald Kuchta

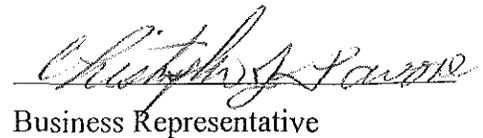
FOR THE UNION



President



Secretary/Treasurer



Business Representative