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AGREEMENT BETWEEN
THE CITY OF FAIRLAWN
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 436
FAIRLAWN SERVICE DEPARTMENT
JANUARY 1, 2014 to DECEMBER 31, 2016

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE(S)</u>
1	Recognition	1
2	Union Security - Dues Check-Off	2-3
3	Management Rights	4-5
4	Union Rights	5
6	Labor Management Safety Committee	6-7
5	Seniority	8
7	Non-Discrimination	9
8	No Strike	9
9	Grievance Procedure	10-11
10	Arbitration	12
11	Layoff and Recall	13
12	Discipline	14-15
13	Drug and Alcohol Testing	15
14	Hours of Work	16-17
15	Vacancies	18-19
16	Training Time	20
17	Leaves of Absence	20-21
18	Leave for Injury in the Line of Duty	21-22
19	Holidays	22-23
20	Vacations	24

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE(S)</u>
21	Sick Leave	25-26
22	Sick Leave Bonus	26
23	Funeral Leave	27
24	Seniority Incentive	28
25	Uniforms	28
26	Insurance	29-33
27	Wages	34
28	Public Employees Retirement System	35
29	Subcontracting	35
30	Conformity to Law	35
31	Miscellaneous	36
32	Duration of Agreement	37

ARTICLE 1
RECOGNITION

Section 1. The City of Fairlawn, hereinafter referred to as the "City," hereby recognizes the Excavating, Building Material, Construction Drivers, Race Track Employees, Manufacturing, Processing, Assembling and Installer Employees, Local Union No. 436, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," as the exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for all employees in the bargaining unit.

Section 2. This Agreement covers all full-time Laborers and full-time Supervisors employed by the Service Department of the City of Fairlawn.

Section 3. Positions excluded from the bargaining unit shall include the Superintendent, Deputy Service Director, Service Director, part-time, intermittent, seasonal and casual Service Department employees, Compactor Monitors, and all other employees.

Section 4. The Service Department consists of the following three (3) divisions:

- A. Vehicle Maintenance;
- B. Road Maintenance; and
- C. Building and Grounds Maintenance

Section 5. This Agreement may be amended only by written agreement between the City and the Union. No verbal statement shall supersede any provisions of this Agreement.

ARTICLE 2
UNION SECURITY - DUES CHECK-OFF

Section 1. The City and the Union agree that membership in the Union is available to all employees in the bargaining unit who have completed thirty-one (31) calendar days' service in the bargaining unit.

- A. The City agrees to deduct regular Union membership dues the first pay each month from the pay of employees covered by this Agreement upon receipt from the Union of written authorization cards signed individually and voluntarily by the employee for that purpose. The City agrees to deduct initiation fees, re-initiation fees and entry fees as are regularly assessed by the Union in accordance with the Constitution and Bylaws of the Union. The City shall be free from any liability for any amounts so collected and remitted to the Union. The Union agrees to assume all liabilities with respect to such deductions.
- B. The City agrees to deduct a Fair Share Fee monthly from all employees in the bargaining unit who are not members of the Union. The Fair Share Fee shall not exceed the amount of the Union dues paid by members of the Union.
- C. For bargaining unit employees who do not elect to become members of the Union within sixty (60) days after the effective date of this Agreement, or within sixty (60) days following their initial day of work, the City shall deduct a fair share service fee from the employee's wages. No fair share service fee shall be assessed or collected during the first sixty (60) days following a new employee's initial day of work.
- D. The amounts of all deductions under this Section shall be certified to the City by the Union. All such deductions shall be transmitted to the Union promptly by payroll deduction. Upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.
- E. The City shall notify the Union of all newly hired bargaining unit employees.
- F. The City shall not be obligated to make dues deductions from any employee who, during any months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues. If the employee's pay for that period is insufficient to cover the amount to be deducted, the City will make the deduction from the next paycheck providing the employee's check is sufficient to cover the deduction. The City is not required to make any partial dues deductions.

- G. The City shall be relieved from making dues deductions upon an employee's: (a) termination of employment; (b) transfer or promotion to a job classification other than one included in the bargaining unit; (c) layoff from work; (d) unpaid leave of absence; or (e) expiration of this Agreement.
- H. The Union shall indemnify and save the City harmless from any and all claims, suits, orders or judgments brought or issued against the City as a result of any claims arising out of or resulting from the implementation of this Section.

Section 2. Seasonal employees and part-time employees may be used to supplement the workforce but shall not be used to diminish the work opportunities, work assignments, and work schedules which are customary and traditional for the employees covered by this Agreement.

Section 3. Managerial and any other non-bargaining unit personnel, except seasonal employees and part-time employees, shall not perform work of bargaining unit employees except: (a) for purposes of instructing or training employees; (b) of an experimental nature; (c) reviewing new, altered or repaired equipment; or (d) in emergency situations. For purposes of this Section, an emergency shall be considered to be an occurrence which is not normal or reasonably foreseeable by the City.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Management Rights. Except as expressly limited by relevant statutes and codes or provisions of this Agreement, any and all rights concerned with the management of the Fairlawn Service Department are the exclusive and sole responsibility of the City. It is further recognized that the City has the right 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 City, standards or 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. Suspend, discipline, demote, or discharge for just cause or lay off, transfer, assign, schedule, promote, or retain employees, limited only by the other Articles in the Agreement;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the City as a unit of the government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the City as a governmental unit.

Section 2. Reservation of Rights. The City is not required to bargain on subjects reserved to the management and direction of the City, except as effect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement. The City will satisfy its collective bargaining obligations before changing a matter which is a mandatory subject of bargaining.

Section 3. Authority of the Service Director or Designee. The Service Director or his designee shall have the authority to make and implement decisions to maintain efficient operations of the Department, as long as such decisions do not change, alter or amend the terms and conditions set forth in this Agreement.

ARTICLE 4 **UNION RIGHTS**

Section 1. The right of the Union to designate union stewards is recognized. The Union shall at all times keep the Service Director advised in writing of the names of its stewards.

In addition to their regular work duties, the duties of stewards during work time shall be limited to the investigation and presentation of bargaining unit employees' grievances and representing said employees in meetings with the City. Stewards may use a reasonable amount of time to perform said duties on the premises of the City provided the performance of said duties does not interfere with the operational needs of the City.

Section 2. The representatives of the Union shall be permitted to enter the City's premises during work hours, and shall be allowed reasonable contact with bargaining unit employees during normal working hours, provided said contact does not interfere with the operational needs of the City. Upon the arrival, the Union Staff Representative shall identify himself to the City or the City's designated representative.

Section 3. The City shall provide an enclosed locking bulletin board to be located in the breakroom of the employees. All Union notices which appear on the bulletin boards shall be signed, posted and removed by a steward. No materials of any kind may be posted anywhere in the City's facilities or on the City's equipment except on the bulletin board designated for use by the Union. Stewards shall not post any materials that are defamatory or derogatory toward the City or any of its employees or officials. The Service Director has the right to remove any material which he reasonably believes fails to meet the requirements of this Section.

ARTICLE 5
LABOR MANAGEMENT SAFETY COMMITTEE

Section 1. Purpose. In the interest of sound labor/management relations and safety and health, the City and Union agree to create and maintain a Labor Management Safety Committee. The Labor Management Safety Committee shall consist of the Mayor, Service Director and Law Director or their designees, two (2) members the Union and the Union Representative. It is mutually agreed that this committee shall meet when it is determined by either party to be reasonable and necessary for the purpose of:

- A. Discussing the administration of this Agreement;
- B. Notifying the Union of changes made by the City which affect Union members;
- C. Disseminating general information of interest to the parties;
- D. Providing the Union representatives and the City representatives the opportunity to share views and/or suggestions on the subjects of interest to their members and/or the City;
- E. Discussing ways to improve efficiency within the Department;
- F. Promoting harmonious relations between the City and Union; and
- G. Discussing safety, training and health issues.

Section 2. Commitments. The success of the Labor Management and Safety Committee meetings will depend upon the strength of the commitment made jointly and independently by the City and Union. The City and Union agree that:

- A. They will use the forum for constructive exploration of difficult issues.
- B. They will make every effort to develop the meetings into substantive, open, non-emotional explorations of the issues which form the mutually agreed upon agenda for such meetings.
- C. They will recognize their separate viewpoints on and responsibilities for issues, but attempt to hear the viewpoints of others with the objective of finding constructive resolutions for problems.
- D. Agreements shall be reduced to writing and appended to this contract as a part thereof.

Approved by Fairlawn City Council on May 5, 2014 by Ordinance 2014-031

Section 3. The City agrees:

- A. It will work in good faith with the Union to attempt to reach consensus on the best means of resolving issues.
- B. For each person selected to represent the Union at the Labor Management Safety Committee meetings, the City will consider such service to be a part of his/her job duties when the meeting occurs during the assigned work hours of the representatives.

Section 4. The Union agrees:

- A. It will work in good faith with the City to attempt to reach consensus on the best means for resolving issues.
- B. It will take whatever actions are necessary to keep the Union members informed about developments in the Labor Management Safety Committee meetings and decisions made through this process.

Section 5. Agreement to Meet/Meeting Agenda. It is further agreed that if Labor Management Safety Committee meetings have been requested, they shall be convened as soon as possible. An agenda will be furnished by the party requesting the meeting at least five (5) work days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting.

Section 6. Occupational Safety and Health. Safety and health are mutual concerns of the Union and the City. The Union will cooperate with the City in encouraging bargaining unit employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the industry. The City agrees to operate and maintain a safe working environment for all bargaining unit employees.

Section 7. Compliance. The City and Union shall comply with all applicable federal and state laws, rules, and regulations with regard to safety and health.

ARTICLE 6
SENIORITY

Section 1. Seniority shall be defined as continuous service as a full-time employee with the City of Fairlawn Service Department, and such seniority shall begin with the date of full-time hire.

Section 2. Seniority shall be broken and the bargaining unit employee's right to seniority shall cease when the employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than twenty-four (24) consecutive months;
- D. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the City sends the employee notice by certified mail (to the employee's last known address as shown on the City's records) unless a different date for returning to work is otherwise mutually agreed upon or a later date is specified in the notice; or
- E. Fails to report for work as directed following a leave of absence for more than thirty (30) days.

Section 3. When an employee whose continuous service has been broken by any of the causes listed in Section 2 of this Article and is re-employed subsequent thereto, he/she shall begin as a new employee of the City.

Section 4. Newly hired permanent employees shall be regarded as probationary employees and are required to complete a probationary period of six (6) months from their date of employment. The City reserves the right to extend the probationary period for up to an additional six (6) months (twelve months total), upon written notice to the Union. Employees shall not be entitled to seniority during their probationary period. Upon successful completion of the probationary period, the employee's seniority shall be effective as of the date of their last hire.

Section 5. Absence due to sickness or accident disability or other approved leave of absence shall not constitute an interruption of continuous service unless seniority has been broken by any of the causes listed in Section 2 of this Article.

ARTICLE 7
NON-DISCRIMINATION

Neither the City nor the Union shall unlawfully discriminate against any employee of the bargaining unit on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, union affiliation or non-affiliation, lawful union activity, disability or sexual orientation, or discriminate in the application or interpretation of the provisions of this Agreement.

ARTICLE 8
NO STRIKE

Section 1. No Strike. The City and the Union realize that the grievance procedure provided herein is an adequate means to provide for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that it, its officers, agents, and representatives, will not authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the City by its members during the life of this Agreement.
- B. In all cases of strike, sympathy strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce any such employees to return to their jobs. It is specifically understood and agreed that the City during such unauthorized work stoppage or job action shall have the whole and complete right to discipline.

Section 2. Lockout. The City agrees that it, its officers, agents, and representatives, individually or collectively, will not authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. The term "grievance" is defined as any difference, complaint or dispute between the City and the Union or any employee regarding the application, meaning, or interpretation of this Agreement.

Probationary employees who have worked continuously for the City for more than thirty-one (31) working days may file grievances except over matters concerning disciplinary action. Disciplinary action up to and including termination against probationary employees shall be final and binding and not subject to the Grievance and Arbitration Procedure.

Section 2. Any grievance arising between the City and the Union or an employee(s) represented by the Union shall be settled in the manner listed below. A Union representative may attend any grievance meeting. Class action or serious discipline (suspensions or discharges) grievances shall be filed at Step 3.

Any grievance which is not processed by the grievant within the time limits provided shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure within five (5) working days from the last day that management had to respond to the grievance.

All time limits must be followed unless extended by mutual consent of the City and Union.

Section 3. It is the mutual desire of the City and Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the City and Union to effect the resolution of grievances at the earliest step possible. No settlement of any grievance shall conflict with the terms of this Agreement. In furtherance of this objective, the following procedure shall be followed:

Step 1. The bargaining unit employee shall present the written grievance to the Superintendent within five (5) working days from the date the grievant should have known the incident occurred, but in no case later than twenty (20) calendar days following the date of such incident. The Superintendent shall hold a grievance meeting within five (5) working days after receipt of the grievance. The Superintendent shall have five (5) working days after the meeting to issue a written response to the Union and aggrieved employee(s).

Step 2. If the grievance is not resolved at Step 1, the bargaining unit employee may appeal the grievance within five (5) working to the Service Director. The Service Director shall hold a grievance meeting within five (5) working days after receipt of the appealed grievance. The Service Director shall have five (5) working days after the meeting to issue a written response to the Union and aggrieved employee(s).

Step 3. If the grievance is not resolved at Step 2, the bargaining unit employee may appeal within five (5) working to the Mayor. The Mayor shall hold a grievance meeting within fifteen (15) working days after receipt of the appealed grievance, and shall issue a written decision to the Union and aggrieved employee(s) within ten (10) working days after the meeting has been held.

Section 4. All grievances must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by the parties:

- A. Grievied employee's name and signature.
- B. Grievied employee's classification.
- C. Date grievance was filed in writing.
- D. Date grievance occurred.
- E. The location where the grievance occurred, if applicable.
- F. A description of the incident(s) giving rise to the grievance.
- G. Specific Articles and Sections of the Agreement violated.
- H. Desired remedy to resolve the grievance.

ARTICLE 10
ARBITRATION

Section 1. If the grievance remains unresolved following the decision of the Mayor, the Union may submit said grievance to arbitration under the Labor Arbitration Rules of the American Arbitration Association (AAA). Such action shall be taken within thirty (30) calendar days following the decision of the Mayor. The AAA shall be requested to submit a list of fifteen (15) arbitrators from the northeast Ohio region. Either party may request a second list from AAA. However, the parties may also select an arbitrator by mutual agreement. If the Union fails to submit said grievance to arbitration, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

Section 2. The arbitrator shall convene a hearing at the earliest mutually convenient date for the purpose of hearing the grievance.

- A. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific written provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue in dispute and shall have no authority to make a decision on any other issue. The arbitrator shall provide the parties with a decision in writing within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on all parties as to the matter in dispute.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitrator hears the merits of the grievance. If the question of arbitrability is raised, the arbitrator must rule on this issue before hearing evidence or argument on the merits of the grievance.
- C. Nothing in this Section shall limit the right of the parties to be represented by legal counsel during the arbitration process.
- D. The cost of the hearing room, if any, and the administrative fees charged by the American Arbitration Association shall be split equally by the parties. Each party shall pay the entire cost for any representative engaged by that party. The expenses of any non-employee witnesses shall be borne, if at all by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. All costs directly related to the service of the arbitrator shall be borne by the losing party. If the arbitrator issues a split decision, the parties shall equally share the costs directly related to the service of the arbitrator.

ARTICLE 11
LAYOFF AND RECALL

Section 1. Whenever the City determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth in this Article.

Section 2. Bargaining unit employees shall be laid off according to their seniority within the bargaining unit with the least senior being laid off first, providing that all students, temporary, seasonal, part-time and probationary employees are laid off first in the above respective order. Employees looking to bump must first bump into a vacant position before they may cause displacement of another employee. Any employee bumping into a different position must demonstrate, within the thirty (30) day period following the displacement, the necessary skill and ability required in the position into which the employee bumps. If the employee does not perform satisfactorily during the thirty (30) day evaluation period, the employee shall be laid off and shall thereafter only be eligible for recall to his/her former position.

Section 3. Bargaining unit employees who are displaced may bump another employee with lesser seniority within the bargaining unit.

Section 4. Bargaining unit employees who are bumped by a more senior bargaining unit employee shall be able to bump another employee with lesser seniority within the bargaining unit pursuant to the provisions of Section 3 of this Article.

Section 5. At the end of the bumping process, the bargaining unit employee who is bumped and unable or chooses not to displace another bargaining unit employee pursuant to the above provisions shall be laid off.

Section 6. Recalls shall be in the inverse order of layoff and a laid off bargaining unit employee shall retain his/her right to recall for a period of twenty-four (24) months from the effective date of his/her layoff. Notice of recall shall be sent to the employee's address listed on the City's records and shall be sent by certified mail, return receipt requested. An employee who refuses recall or does not report to work within ten (10) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his/her position and forfeits all right to employment with the City.

Section 7. The Union shall be notified of the layoff ninety (90) days prior to the implementation of the layoff.

ARTICLE 12
DISCIPLINE

Section 1. No form of disciplinary action will be taken against any non-probationary employee except for just cause. This just cause standard does not apply to probationary employees who may be given any form of disciplinary action up to and including termination any time during their probationary period without recourse.

Section 2. The City will apply discipline to non-probationary employees in a corrective, progressive and uniform manner within the bargaining unit, except in cases of serious misconduct. Any discipline imposed will be based upon the nature of the violation and may, consistent with the provisions in Section 8 of this Article, be based upon the employee's record of previous disciplinary actions from his/her personnel file. The City reserves the right to decide what discipline, if any, is appropriate.

Section 3. The forms of disciplinary action are:

- A. Documented verbal warning;
- B. Written reprimand;
- C. Suspension without pay (at the option of the City a working suspension may be imposed);
- D. Discharge from employment.

Section 4. Whenever the City determines that a non-probationary employee may be suspended without pay or terminated for disciplinary reasons, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the pre-disciplinary conference, the employee will be presented with written notice of the nature, grounds and any disclosable evidence supporting the proposed discipline, and a copy will be sent to the Union. The pre-disciplinary conference shall be informal, and shall not be a full-blown evidentiary hearing. The employee will have waived the right to make a statement in his/her defense at the pre-disciplinary conference if the employee fails to attend the conference.

Section 5. A bargaining unit employee shall have the right, at his/her option, to have union representation present at a pre-disciplinary conference or an investigatory interview if there is a reasonable basis to believe that the interview may lead to disciplinary action against that employee.

Section 6. The City may place an employee facing potential suspension or termination on paid administrative leave prior and/or subsequent to the pre-disciplinary conference in cases where the City determines that it is in the best interests of the City to do so.

Section 7. Grievances of disciplinary actions must be filed at the Step in the Grievance Procedure that is one Step higher than the Step of the person who issued the disciplinary action. If discipline is issued by the Mayor, a grievance may be filed at the Mayor's Step in the Grievance Procedure.

Section 8. Records of verbal warnings and written reprimands which are more than two years old shall not be considered when determining the appropriate discipline to be imposed, provided that there is no intervening disciplinary action taken during the two (2) year period.

ARTICLE 13 **DRUG AND ALCOHOL TESTING**

Section 1. This Article supplements the Fairlawn Service Department's Policy on Drug and Alcohol Testing for Employees with CDLs.

Section 2. An employee who tests positive for drugs or alcohol, without committing a workplace infraction apart from testing positive, will on a first offense, be referred to a counseling or rehabilitation program.

Section 3. An employee who tests positive for drugs or alcohol, with a workplace infraction separate from testing positive, will be subject to disciplinary action for the workplace infraction. If the nature of the infraction is serious (for example, sale or distribution to other employees; negligently causing a motor vehicle accident or workplace accident involving personal injuries, death or significant property damage; etc.), the employee may be terminated. Other infractions will be administered in accordance with the provisions in Article 12. If the employee is not terminated, he/she will be referred to a counseling or rehabilitation program.

Section 4. Any employee who tests positive for drugs a second time shall be terminated. Any employee who tests positive for alcohol a second time shall be terminated subject, however, to the grievance procedure.

Section 5. Any employee who is referred to a counseling or rehabilitation program must upon returning to work, show proof of ongoing cooperation and compliance with the recommendations of the counseling, rehabilitation and after-care program and will be subject to periodic reevaluation, return-to-duty testing, and unannounced follow-up testing for a period of one full year after return to work. Failure to so cooperate and comply will result in termination.

Section 6. Contractual benefits such as sick leave and the group medical plan are available to aid in an approved rehabilitation. Once a positive test is reported, the employee must utilize all available sick leave, vacation leave, and all other paid leaves as stipulated by this Agreement if he/she is entered into a program of rehabilitation as part of his/her treatment. After all such paid leave is exhausted, the remainder of the leave during rehabilitation will be unpaid.

ARTICLE 14
HOURS OF WORK

Section 1. The standard work week shall be defined for full-time employees as forty (40) hours, Monday through Friday with two (2) consecutive days off. The standard work day is eight (8) hours, and the regular work year is 2080 hours. The regular work day will be 7:00 a.m. to 3:00 p.m. A day shall be defined as twenty-four (24) hours, beginning at the starting time of the employee's work day. All employees shall be entitled to a paid lunch, to be taken during the midday period. The City may alter the regular schedule of employees for purposes of lane striping or any other departmental activity which is mutually agreeable between the City and the affected employees. The creation of shifts for emergencies shall be permitted, as long as such change is not being made to limit the overtime opportunities of the affected employees.

Section 2. Holidays, approved sick time, vacation days, personal days, and approved compensatory time shall be part of the standard forty-hour work week for purposes of computing overtime pay.

Section 3. Overtime Pay. When an employee is required by the City to work more than forty (40) hours in a calendar week or more than eight (8) hours in a work day, he/she shall be paid overtime pay for such time worked at one and one-half (1-½) times his/her regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 4. Compensatory Time. In lieu of overtime pay, as provided below, an employee may elect to take compensatory time at the rate of one and one-half (1-½) hours' compensatory time off for each hour of overtime worked. Employees must designate to the City whether or not the overtime is to be accumulated as compensatory time. Compensatory time off must be requested at least seven (7) days prior to usage, except in cases of emergency, and may be granted at a time mutually convenient to the employee and City. Compensatory time off must be taken in one-half (½) hour increments. Employees may accumulate no more than 240 hours of compensatory time in any one calendar year. Up to 100 hours of compensatory time may be carried over into the next calendar year. Any accumulated compensatory time greater than 100 hours existing as of December 31, shall be paid to the employee at the appropriate rate.

Section 5. Call-Out Time. Any employee called out to report to work outside of their regularly scheduled work day or called back to work after completing their regularly scheduled work day, shall receive four (4) hours minimum call-out pay at the rate of one and one-half (1-½) times the normal rate of pay. However, if an employee is called into work two (2) hours or less before the start of their shift, the employee shall receive normal overtime for the time worked. Any employee called out to report to work outside of their regularly scheduled work day or called back to work after completing their regularly scheduled work day and works four (4) or more hours of overtime shall be entitled to an additional one-half (½) hour travel time at the rate of time and one-half. In addition, any employees scheduled to work outside of their regularly

scheduled work day shall receive a minimum of two (2) hours pay at the applicable rate for that day.

Section 6. Snow & Ice Removal. The City will maintain a Snow & Ice removal roster. When Snow & Ice removal involves overtime, employees from the roster shall be utilized beginning with the first person on the roster and continuing down the roster until the required number of employees are selected. The next Snow & Ice removal overtime will begin with the next employee from the roster until the required number of employees is selected. The process will repeat itself for all Snow & Ice removal overtime. Section 5 of this Article shall apply to all Snow & Ice removal overtime.

Section 7. Except for Snow & Ice removal, overtime shall be awarded by divisional seniority with the first overtime opportunity awarded to the division Supervisor, then followed by divisional seniority. If overtime, other than for snow and ice removal, is available in the Building and Grounds Maintenance Division, after first offering that overtime to the division Supervisor, it shall be offered in the following manner:

- A. Any work that pertains to outside events such as Concerts, Memorial Day, Fourth of July, Parks Family Movies, etc., on City grounds, shall be offered by seniority, first to the Grounds Keepers, and then to Custodial Employees.
- B. Any work that pertains to the inside of the buildings such as Community Center Rentals, problems such as HVAC, Plumbing, Electrical, etc., shall be offered by seniority, first to Custodial Employees then to the Grounds Keepers.

Section 8. Earned Rest. An employee who works sixteen (16) continuous hours, or sixteen (16) hours or more out of the preceding twenty-four (24) hours, without at least eight (8) continuous hours off work, shall be entitled to a rest period of eight (8) continuous hours upon being released from duty. For all hours worked in excess of those sixteen (16) hours, an employee will be paid double his/her regular straight time rate. An employee who works those sixteen (16) hours and is thereafter excused from part or all of his regularly scheduled duty to get his/her rest period will be paid his/her regular straight time rate for the portion of the rest period falling within his/her regularly scheduled work hours. After getting that rest period, that employee will report for work as scheduled unless excused. If the City requests the employee to work into the next twenty-four (24) hour period without getting that rest period, the employee shall be paid double his/her regular straight time rate for such hours worked until excused.

Section 9. Definition of Emergency. An emergency shall not be considered to be an occurrence which is normal or reasonably foreseeable by the City.

ARTICLE 15
VACANCIES

Section 1. The following provisions in this Section apply to all bargaining unit vacancies:

- A. The City reserves the right to determine when and if a bargaining unit vacancy exists. When the City determines that a vacancy exists for a permanent bargaining unit position, the City will post a notice of such vacancy for a period of seven (7) calendar days at the Fairlawn Service Building.
- B. In order to be considered, bids must be: (a) in writing; (b) signed by the bidding employees; (c) dated; and (d) submitted to the Service Director within the prescribed time limits.
- C. If, after being awarded a vacancy, a bargaining unit employee fails to satisfactorily complete the trial period for the vacancy, that employee will be returned to his/her previous position and rate of pay subject, however, to the provisions of Article 12 for workplace infractions resulting in suspension or discharge.

Section 2. The following provisions in this Section apply to bargaining unit vacancies for Laborer positions:

- A. Postings for vacancies will include a description of: (a) the job title; (b) the general job duties and responsibilities; and (c) the minimum qualifications necessary to be considered for the position.
- B. The City will use reasonable efforts to fill posted vacancies within thirty (30) calendar days following the deadline for submission of bids.
- C. Vacancies will be awarded to the most senior bidder who meets the minimum qualifications posted for the position.
- D. Bargaining unit employees who are awarded a vacancy shall serve a trial period of three (3) months. The City may extend the trial period for up to an additional three (3) months (six months total), upon written notice to the Union.

- E. Bargaining unit employees who are currently serving a probationary period and who bid on a vacancy may be considered for the vacancy if no non-probationary bargaining unit employee bids on that vacancy. If a probationary bargaining unit employee is awarded the vacancy, that employee must complete his/her original probationary period in addition to the trial period established in Section 2(D) of this Article.

Section 3. The following provisions in this Section apply to bargaining unit vacancies for Supervisor positions:

- A. Postings for vacancies will include a description of: (a) the job title; (b) the general job duties and responsibilities; (c) the minimum qualifications necessary to be considered for the position; and (d) the date(s) of testing.
- B. The City will use reasonable efforts to fill posted vacancies within thirty (30) calendar days following the latter of: (a) the deadline for submission of bids; or (b) the City's receipt of test results if a test is given.
- C. Vacancies will be filled from an eligible list certified by the Civil Service Commission according to the City's determination as to the employee with the greatest level of qualifications, knowledge, skill and ability to perform the functions and duties of the position. If the qualifications, knowledge, skill and ability of two (2) or more applicants are substantially equal, the position shall be offered to the bargaining unit employee with the greatest seniority.
- D. Bargaining unit employees who are awarded a vacancy shall serve a trial period of six (6) months. The City may extend the trial period for up to an additional six (6) months (twelve months total), upon written notice to the Union.

ARTICLE 16
TRAINING TIME

Section 1. The City shall provide to bargaining unit employees during their scheduled work time, ongoing on-the-job and classroom training on safety operations and equipment operated by bargaining unit employees. Such topics on training will be jointly agreed to at the Labor Management Safety Committee meetings.

Section 2. Training Time. Employees required to attend job-related training shall have all hours of classroom instruction counted as “hours worked” for the purpose of computing overtime pay. Employees may elect to take compensatory time in lieu of overtime pay in accordance with Article 14 of this Agreement.

Section 3. Training Time Recapture. Each employee, as a condition of his/her employment with the City, shall agree in writing to reimburse the City for any training expense incurred on his/her behalf, if such employee leaves the employment of the City within two (2) years following receipt of such training.

ARTICLE 17
LEAVES OF ABSENCE

Section 1. Personal Leave. Employees may be entitled to take an unpaid personal leave for a period of up to thirty (30) calendar days. Such leave may be renewed one time for an extended period of leave up to thirty (30) additional calendar days. Requests for personal leave shall not be unreasonably denied. Such leave may not be taken for the purpose of pursuing other employment.

Section 2. Extended Medical Leave. Employees unable to work due to a disabling illness shall be placed on leave of absence for the period they are unable to work. Such unpaid leave shall not exceed two (2) years. The employee requesting to return from an extended medical leave shall be eligible for reinstatement upon the submission of appropriate medical documentation which must show that the employee has recovered sufficiently to be able to perform the essential function of the position to which reinstatement is sought.

Section 3. Application of Family Medical Leave Act. The City will comply with all provisions of the Family and Medical Leave Act. Employees on “FMLA” shall receive health insurance in accordance with the Act. The employee may elect to use any accrued vacation or sick days at the time of leave under the “FMLA.”

Section 4. Military Leave. A permanent full-time employee who is a member of any United States Military Reserve or National Guard unit and is required to engage in annual training exercises, shall be reimbursed by the City in the amount of the difference between military pay and his/her regular wages, for up to two weeks. Such absence shall not be deducted from an employee's sick leave or vacation time. An employee who volunteers or is called into military service is considered to be absent with leave but without pay. If and when the employee is discharged honorably, he/she shall be re-employed, provided application is made for re-employment within three (3) months after release or discharge. An employee returning under this Section shall have restored to his/her credit any sick leave unused at the time of separation. If greater benefits are required by Federal or State Law, the employee shall receive such benefits in lieu of those benefits provided herein.

Section 5. Jury Leave. A regular, full-time employee who is called for jury duty shall be paid their regular daily City wages. Time spent on jury leave shall not be deducted from an employee's sick leave or vacation leave. All jury duty pay received by the employee may be retained as reimbursement for expenses incurred while on jury duty, such as mileage, parking and meals.

Section 6. Miscellaneous. Seniority shall accumulate for all approved leave of absence. Employees returning from approved leaves of absence shall be returned to their former positions. Requests for leaves of absence shall not be unreasonably denied.

ARTICLE 18

LEAVE FOR INJURY IN THE LINE OF DUTY

Section 1. Definitions. As used in this Article:

- A. "Actual discharge of duty" means injuries incurred specifically in the performance of activities unique to duties within the Service Department.
- B. "Physician" means either a Doctor of Medicine (M.D.) or a Doctor of Osteopathic Medicine (D.O.), who is duly licensed to practice medicine in the State of Ohio.

Section 2. Permanent full-time employees who are injured in the actual discharge of duty, and who, as a result thereof, are physically unable to perform their regularly assigned duties shall receive full pay and benefits for such time as may be equitable, but not to exceed 90 working days, provided that all of the following requirements are met:

- A. A physician provides a written statement certifying that the employee is unable to physically perform his/her regularly assigned duties due to the injury sustained while in the line of duty, and the employee provides the physician's statement to the Service Director;
- B. The Service Director recommends the approval of the requested injury leave to the Mayor; and
- C. The Mayor approves the requested injury leave.

Upon request by the employee, leave for injury in the line of duty may be extended beyond 90 working days.

Approved injury leave shall not be charged against use of sick leave. However, a deduction may be made to the extent of any payments received under the Workers' Compensation Act.

Section 3. The Service Director or Mayor may require the employee requesting or receiving such leave to submit to a medical examination by a physician appointed by the City.

Section 4. All recommendations by the Service Director and all decisions by the Mayor under this Article are discretionary and are made on a case-by-case basis, and will not be considered as precedent setting for future such recommendations and decisions.

ARTICLE 19 **HOLIDAYS**

Section 1. The following shall be considered legal holidays:

- New Year's Day, January 1
- Martin Luther King Day, third Monday in January
- President's Day, third Monday in February
- Memorial Day, observed Monday in May
- Independence Day, July 4
- Labor Day, first Monday in September
- Columbus Day, second Monday in October
- Veteran's Day, second Monday in November
- Thanksgiving Day, fourth Thursday in November
- Day after Thanksgiving, fourth Friday in November
- Christmas Day, December 25
- Birthday*

*Birthday does not have to be used on the employee's actual birthday and may be used at any time during the calendar year with the approval of the Service Director or his designee, or it may be taken in pay or converted to compensatory time in accordance with Article 14.

In addition, each employee shall receive two (2) personal days. Personal days may be used at any time during the calendar year: (a) because of an emergency; or (b) for any reason other than an emergency if the non-emergency use is approved by the Service Director or his designee. Personal leave shall not be accumulated.

Section 2. When a holiday as set forth in Section 1 of this Article falls on an employee's regularly scheduled day off, that employee shall receive eight (8) hours' pay at his/her regular rate of pay.

Section 3. When an employee is required to work on a listed holiday other than New Year's Day, Thanksgiving Day or Christmas Day, the employee shall be paid his/her regular rate of pay for such hours worked and eight (8) hours' regular pay or compensatory time for the holiday, unless the time worked qualifies for overtime (over forty (40) hours in a week or over eight (8) hours in a day), in which case the employee will be paid one and one-half (1-½) times his/her regular rate of pay for the qualifying overtime hours worked and eight (8) hours' regular pay or compensatory time for the holiday. When an employee is required to work on New Year's Day, Thanksgiving Day or Christmas Day, the employee shall be paid double his/her regular rate of pay for the hours worked and eight (8) hours' regular pay or compensatory time for the holiday.

Section 4. Holiday pay will be included in the paycheck covering the pay period in which the holiday occurred. Employees may elect to take compensatory time in lieu of holiday pay in accordance with Article 14 of this Agreement.

Section 5. An employee on vacation or scheduled sick leave during a holiday will not be charged vacation or sick leave for the holiday.

ARTICLE 20
VACATIONS

Section 1. The City shall provide annual vacation leave for all full-time employees on the following basis:

<u>Years of Service</u>	<u>Days of Vacation</u>
Less than one	None
One but less than five	10 work days
Five but less than twelve	15 work days
Twelve but less than twenty	20 work days
Twenty but less than twenty-three	25 work days
Twenty-three or more	30 work days

Section 2. Seniority shall be the determining factor in granting vacation requests during the period of January 1 to March 1. Vacation requests after March 1 shall be on a first-come, first served basis. Approvals of all vacation requests shall be subject to the operational needs of the department.

Section 3. Employees may convert to cash each year up to one-half of their accrued and unused vacation entitlement for that year. Upon paying an employee for such vacation leave, the amount of vacation leave converted to cash shall be subtracted from that employee's vacation accrual.

Section 4. Vacation Carryover. Employees may carryover up two (2) weeks of earned and accrued vacation time each year into the following year. The vacation carryover provided for herein is the sole and exclusive vacation carryover benefit for which the bargaining unit employees are eligible.

Section 5. Vacation Bank. All full-time employees may bank up to a maximum of fifteen (15) weeks of accrued and unused vacation leave. Once such leave is deposited in an employee's vacation bank, such leave may not thereafter be used as vacation leave. Vacation banks may be cashed out at 100% only at an employee's: (a) death; (b) retirement; (c) resignation; or (d) termination of employment. The vacation bank provided for herein is the sole and exclusive vacation bank benefit for which the bargaining unit employees are eligible.

Section 6. In determining qualifications for vacation and length thereof, prior service with the State of Ohio or any of its political subdivisions shall be treated as service with the City, provided satisfactory evidence of the length of service is furnished to the City, and vacation was earned during such service.

Approved by Fairlawn City Council on May 5, 2014 by Ordinance 2014-031

ARTICLE 21
SICK LEAVE

Section 1. All full-time employees shall earn ten (10) hours of sick leave with pay for each completed month of service. There shall be no limit on the amount of sick time earned. Upon retirement or death any employee with 15 years of full time service (not counting lateral transfer time) with the City of Fairlawn shall be paid at his/her rate of pay at retirement for up to six hundred (600) hours of unused sick leave. Any employee who was granted seven hundred twenty (720) hours or more prior to this Agreement for payment at retirement shall retain the right for said payment, and be paid at his/her rate of pay at retirement.

Section 2. Sick leave shall be charged in minimum units of one-quarter ($\frac{1}{4}$) hours. An employee shall be charged for sick leave only for days upon which she/he would otherwise have been scheduled to work.

Section 3. An employee absent on sick leave shall notify a supervisor of the reason for and expected length of such absence no later than one-half hour after the start of his/her work shift, except in case of an emergency. If such notification is not made, the absence may be charged to leave without pay.

Section 4. Sick leave will be granted for employees who are unable to work because of illness or injury of an employee or a member of the employee's immediate family that requires the presence of the employee or because of medical appointments or other ongoing medical treatment.

Section 5. As used in this Article, "immediate family" means the husband, wife, dependent child(ren), mother or father of an employee.

Section 6. Sick leave taken for a period in excess of three (3) consecutive work days shall be approved as paid leave only after presentation of a written statement by a licensed practicing physician certifying that the employee's condition prevented him or her from performing the duties of his/her position. When an employee is absent for a period of seven (7) work days or more on account of illness or injury, the City may require the employee to submit a physician's statement certifying that: (a) the employee is unable to return to work; and/or (b) the employee is capable of resuming his/her normal work duties prior to the employee's return to work.

Section 7. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Section 8. Bargaining unit employees that have used all of their earned sick leave and any paid leave benefits (vacation, holiday, compensatory), because of an illness or injury may receive contributions of sick leave hours from employees in the bargaining unit. Bargaining unit employees who contribute the unused sick leave must maintain a minimum of 240 hours in their

earned but unused sick leave accumulation. Any contribution made is not required to be paid back to the contributor.

Section 9. Bargaining unit employees who are temporarily unable to return to their regular assignment of work because of an injury or illness, may, upon approval of the attending physician and the Service Director or designee, be assigned light duty in the Service Department. Such work shall be in compliance to the physical restrictions set forth in the physician's statement. Temporary shall mean no more than ninety (90) working days. The employee shall receive his/her full salary while on approved light duty.

ARTICLE 22
SICK LEAVE BONUS

Section 1. The following Sick Leave Incentives shall be implemented in the first pay period following the earning of such incentives:

<u>Number of Sick Hours Used:</u>	<u>Compensatory Hours:</u>	<u>Cash Bonus:</u>
0 sick hours within half-year	16	and \$125.00 Bonus
0.1 - 8.0 sick hours within half-year	12	and \$100.00 Bonus
8.1 - 16.0 sick hours within half-year	8	and \$75.00 Bonus

Section 2. Upon crediting an employee with compensatory hours as provided in Section 1 of this Article, the corresponding number of sick leave hours shall be subtracted from that employee's sick leave bank.

Section 3. The conversion of sick leave into compensatory time as provided in this Article shall be optional with the employee. If an employee wishes to convert sick leave into compensatory time under this Article, he/she must notify the Finance Department of his/her desire to do so by July 15 for sick leave incentives earned during the first half-year, and by January 15 for sick leave incentives earned during the second half-year.

Section 4. The cash bonus will be paid to eligible employees in a separate check (separate from the employee's regular paycheck), regardless of whether an employee elects to convert sick leave into compensatory time. The cash bonus for the first half-year will be paid in the first pay period after July 15. The cash bonus for the second half-year will be paid in the first pay period after January 15.

Section 5. In order to qualify for such incentives, an employee must work an entire half-year (i.e., January 1-June 30 or July 1-December 31) and be employed in active pay status as a bargaining unit employee as of the last day of the half-year. These incentives are not subject to proration.

ARTICLE 23
FUNERAL LEAVE

Section 1. Full time employees shall be permitted up to three (3) working days off with pay, upon proper notification to the Service Director or his designee of the death of their mother, father, child, husband, wife, brother, sister, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, guardian, spouse's grandparent, or stepchildren. The funeral leave must be continuous and shall include the date of the funeral, unless the funeral occurs on the employee's day off, in which case the funeral leave shall include the employee's work day closest to the date of the funeral.

Section 2. Upon written request by an employee, the Service Director or his designee may extend funeral leave to the employee requesting said extension. Time off as a result of any such extension will be charged against the employee's sick leave, provided that the employee has sufficient sick accumulated leave to his/her credit; otherwise, it will be charged to any other banked time, or if there is insufficient banked time, it will be treated as leave without pay.

ARTICLE 24
SENIORITY INCENTIVE

Section 1. Each employee who accumulates the following years of service with the City of Fairlawn Service Department shall be entitled to the following amounts:

8 years, but less than 12 years	\$250.00 per year
12 years, but less than 15 years	\$750.00 per year
15 years, but less than 20 years	\$1,000.00 per year
20 years or more	\$1,250.00 per year

Each of the foregoing payments shall be made one (1) time in a separate check (separate from the employee's regular paycheck) in the last payroll of the calendar year in which the employee becomes eligible for such payment.

Section 2. Effective Service Date. Effective service date for the seniority incentive shall be the employee's date of hire with the City of Fairlawn Service Department. This Section will be applied prospectively from the effective date of this Agreement and shall be applicable to each employee who accumulates the appropriate number of full-time years of service as the employee reaches that service milestone. No retroactive application will be made.

Section 3. Service Determination. This Article applies only to those employees who have accumulated the appropriate number of years of active service with the City of Fairlawn Service Department in good standing as determined by the Service Director or his designee.

ARTICLE 25
UNIFORMS

Section 1. The City will provide full-time bargaining unit employees with uniforms to be worn during working hours. Uniforms shall comply with the specifications established by the Service Director.

Section 2. All full-time bargaining unit employees shall be entitled to replacement of any worn out or ruined uniform item per current practice. No request shall be unreasonably denied.

ARTICLE 26
INSURANCES

Section 1. City/Employee Contributions.

A. Health Insurance.

1. Employees shall pay the following health insurance premium contributions:
 - a) 3.5% of premium capped at premium increases up to 10% of premium; and,
 - b) ½ of premium increases greater than 10% but capped at 15%
2. The employee's contribution toward the health insurance premium shall be deducted from pre-tax dollars from the employee's paycheck pursuant to a Section 125 Plan, subject to IRS regulations.

B. Dental Insurance.

1. Employees shall pay the following dental insurance premium contributions:
 - a) 3.5% of premium capped at premium increases up to 10% of premium; and,
 - b) ½ of premium increases greater than 10% but capped at 15%
2. The employee's contribution toward the dental insurance premium shall be deducted from pre-tax dollars from the employee's paycheck pursuant to a Section 125 Plan, subject to IRS regulations.

Section 2. HSAs. If Health Savings Accounts (HSAs) are offered, the City will fund a participating employee's HSA at the level of up to but not more than 100% of the deductible. The City's contribution will be from the premium savings for the plan selected, generated by the employee's participation in a qualifying High Deductible Health Plan. The City will retain: (a) any premium savings remaining after funding an HSA at 100% of the deductible; and (b) any HRA balances that are not spent down as permitted by federal law by any employee enrolled in an HSA plan. HSA funding will be prorated monthly. For purposes of this Section, deductible means the in-network deductible for the HSA plan enrolled in.

Approved by Fairlawn City Council on May 5, 2014 by Ordinance 2014-031

Section 3. HRAs. Health Reimbursement Accounts (HRAs) will be maintained and funded by the City for the duration of this Agreement at the levels in effect as of the effective date of this Agreement (\$2,000 for family/\$1,000 for single), subject to applicable federal regulations governing HRAs. An employee may carry over up to half of the annual funded amount (\$1,000 for family/\$500 for single) of his HRA annually. This carry over will not count towards the amount the HRA is funded annually, however, the maximum funding in an account including the carry over is limited to \$3,000 for family/\$1,500 for single. In any year in which an employee is enrolled in an HSA plan, such employee will not receive the HRA contribution described in this Section. HRA balances are not subject to rollover into an HSA.

Section 4. Vision/Dental. In addition to the HSA described in Section 26.2 and the HRA described in Section 26.3, the City shall reimburse employees up to One Hundred Fifty Dollars (\$150.00) per year for qualified vision care expenses and/or for qualified unreimbursed dental care expenses as permitted by IRS regulations. This vision/dental benefit does not carry over but increases the maximum funding levels in Section 26.3 by \$150 and may be administered with an HSA or HRA as permitted by applicable IRS regulations. The employee shall provide the City with a receipt as proof of the cost of eye care services and unreimbursed dental care expenses.

Section 5. Life Insurance. The City shall provide life insurance for the bargaining unit members. The amount of life insurance shall be \$50,000.00. Employees may purchase at their own cost additional life insurance, if such option is offered.

Section 6. Changes in Eligibility. Any time a circumstance occurs which changes any insurance coverage eligibility (e.g., marriage, divorce, birth of child, dependent no longer eligible, etc.) for a covered employee and/or family member, the employee shall notify the Finance Department, in writing, with appropriate documentation, of such change within ten (10) calendar days of the event so the appropriate changes may be made to ensure proper insurance requirements and time-lines are met.

Section 7. Cash Waiver Incentives.

- A. If there is one health insurance plan offered by the City and an employee voluntarily waives coverage or opts for less coverage than what the employee is eligible to receive, the employee shall receive a cash waiver incentive of twenty-five percent (25%) of the City's premium cost savings generated by the employee's participation in the cash waiver program.
- B. The following scenarios apply if there is more than one health insurance plan offered by the City:

1. If an employee voluntarily waives coverage that he/she is eligible to receive, the employee shall receive a cash waiver incentive of twenty-five percent (25%) of the City's premium cost savings for the most expensive health insurance plan offered by the City.
 2. If an employee voluntarily opts for less coverage than what he/she is eligible to receive, the employee shall receive a cash waiver incentive of twenty-five percent (25%) of the City's premium cost savings within the plan selected by the employee (i.e., any cash waiver incentives provided under any plan other than the plan selected are not applicable and may not be combined with the employee's cash waiver incentive).
- C. Cash waiver incentives shall not be paid more than once to the same employee (i.e., there shall be no pyramiding of this benefit).
- D. The cash waiver election may occur during open enrollment or when a "qualifying event" occurs (e.g., birth or adoption of a child, marriage, loss of coverage due to spouse's separation from employment, divorce, death, etc.), provided that no cash waiver election may be made on a retroactive basis. Cash waiver payments shall be paid monthly and shall be prorated, based upon the 12-month calendar year (January 1 – December 31).
- E. HRA funds shall be available to employees who waive coverage on the same terms as employees who elect health insurance coverage through the City for which an HRA is provided, subject to the rules for funding HRAs established by the applicable federal regulations.
- F. Life insurance and dental insurance coverage shall be available to employees who waive health insurance coverage on the same terms as employees who elect health insurance coverage through the City.
- G. Prior to making a cash waiver election, interested eligible employees shall submit verification to the City's Finance Department that the affected persons (employee and, if applicable, eligible dependents) are covered under other health insurance without a lapse in coverage as a result of the cash waiver election.
- H. In waiving or opting for less coverage, employees shall be solely responsible to know, fully investigate and understand the differences between the City's coverage and the health care coverage which they have selected when opting out of the City's coverage, and for determining that the coverage which they have selected when opting out of the City's coverage is satisfactory to meet their needs.

Section 8. Married/Spouse Employees. City employees who are married to each other and are otherwise eligible for health insurance through the City shall be eligible to receive, if they have no eligible dependents, either two single plans (one each) or one employee/spouse plan; or, if they have one or more eligible dependents, either one shared family plan or one single plan and one employee/child(ren) plan.

Section 9. Health Insurance Committee.

- A. The bargaining unit agrees to participate in a City-wide Health Insurance Committee, which shall meet at least once per quarter per year in order to address the rising cost of the City's health and/or dental insurance coverage and to explore options to contain the cost of such coverage. The Committee shall annually elect a Chairperson who shall be a voting member of the Committee and shall schedule the Committee's meetings and arrange for notice of the meetings to all Committee members. If the Committee is unable to elect a Chairperson, the Chairperson shall be appointed at random from among the Committee's voting members. There shall be no subcommittees of the Health Insurance Committee.

- B. The Committee shall consist of voting members and non-voting members. The Committee's voting members are: one member representing the City's full-time non-bargaining employees; one member from the FOP representing the full-time Patrol Officers and Sergeants; one member from the IAFF representing the full-time Fire/Medics and Lieutenants; one member from the IBT representing the full-time Laborers and Supervisors; and one member from the OPBA representing the full-time Communications Specialists (the Union designations are subject to change if any different employee organizations are subsequently recognized by SERB). All voting members of the Committee shall be participants in the City's health and dental insurance coverage. The Committee's non-voting members are: the Mayor or designee, the Finance Director or designee, the Law Director or designee, and the City's insurance agent/consultant as appointed by the Mayor.

- C. The Committee shall have the authority to direct the City's insurance agent/consultant to obtain proposals. The Committee shall have the authority to decide, by a majority vote of its full voting members, the health and/or dental insurance coverage options available to the City's full-time employees. However, unless the Committee obtains the Mayor's express written approval, the Committee shall not have the authority to select any coverage/option (a) involving self-insurance by the City or (b) the City joining any insurance pool, group or consortium. In selecting health and/or dental insurance coverage options, the Committee shall contain the cost at a maximum increase of a 15% per year. Any health and/or dental insurance cost increase greater than 10.0% will be shared equally by the employees and the City. If in any year the Committee is unable to reach a decision involving the selection of health and/or dental coverage within the City's normal time-frame for renewal, the Mayor shall be authorized to decide and implement the coverage, provided that: (a) the cost for the coverage does not increase more than 15%; and (b) the coverage was a plan that was considered by the Committee.

Section 10. Reopener. This Article is subject to reopener for year 2016.

ARTICLE 27
WAGES

Section 1. Laborers' Wages. Beginning on January 1, 2014 and effective through December 31, 2016, the salary schedule for employees with the following years of full-time service as a Laborer with the City shall be increased 2.0% effective January 1 in 2014 and 2015, with a reopener for wage increases effective January 1, 2016, as follows:

<u>Years of Service</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Less than one year	\$35,907.84	\$36,625.99	[reopener]
1-4 years	\$46,032.43	\$46,953.08	“
5-8 years	\$55,762.30	\$56,877.54	“
9+ years	\$57,593.94	\$58,745.82	“

An employee may be hired at the 1-4 step, if the Service Director determines, and the Mayor concurs, that such employee's qualifications merit such salary placement. An employee hired at the 1-4 step shall serve a one year probationary period, and shall serve four (4) years with the City before advancing to the 5-8 step, and shall serve eight (8) years with the City before advancing to the 9+ years step.

Section 2. Supervisors' Wages. Beginning on January 1, 2014 and effective through December 31, 2016, the salary schedule for full-time Supervisors with a minimum of four (4) years' full-time service as a Laborer with the City shall be increased 2.0% effective January 1 in 2014 and 2015, with a reopener for wage increases effective January 1, 2016, as follows:

<u>2014</u>	<u>2015</u>	<u>2016</u>
\$65,081.16	\$66,382.78	[reopener]

Section 3. Temporary Working Level - Supervisor. When an employee who is not a Supervisor works a minimum of four (4) hours in a work day in the capacity of a Supervisor at the direction of the Service Director or his designee, he/she will be paid the base hourly rate of a Supervisor for all hours worked in that role.

Section 4. CDL Stipend. Bargaining unit employees who meet the eligibility requirements in this Section shall receive a lump sum payment of One Thousand Dollars (\$1,000.00). The payment will be made once each year of this Agreement in a separate check (separate from the employee's regular paycheck) in the first pay period following the employee's anniversary date. To be eligible, the employee must have: (a) completed at least one year of full-time service as an employee with the Fairlawn Service Department; (b) been employed in active pay status with the City as of his/her anniversary date; and (c) submitted proof to the Service Director or his designee of possessing a valid, current Commercial Driver's License (CDL).

Approved by Fairlawn City Council on May 5, 2014 by Ordinance 2014-031

ARTICLE 28
PUBLIC EMPLOYEES RETIREMENT SYSTEM

The City will continue its existing pension “pick up” plan, which consists of the City’s processing the employees’ required contributions to the Ohio Public Employees’ Retirement System (OPERS) as “pre-tax” dollar contributions, without the City’s incurring any additional costs, and in accordance with applicable Internal Revenue Service rulings and Ohio Attorney General Opinions. The employees’ OPERS contributions will be included in the City’s designation of their “compensation” for OPERS calculations, and for fixing their compensation as set forth in this Agreement. For all other purposes, except for deferring state and federal income taxes, the employees’ wages shall remain as they are currently placed on the wage scale.

ARTICLE 29
SUBCONTRACTING

The City shall not subcontract work that is presently being done and has been traditionally done by bargaining unit employees in any circumstance which results in the layoff of bargaining unit employees.

ARTICLE 30
CONFORMITY TO LAW

Section 1. Conformity to Law. This Agreement supersedes and replaces all applicable laws which it has the authority to supersede and replace.

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

ARTICLE 31
MISCELLANEOUS

Section 1. Separation of Employment. In the event of discharge or termination of employment or death, an employee or employee's estate will receive all wages due, and any earned leave accumulations pursuant to this Agreement within thirty (30) days from said event.

Section 2. Workers Compensation. In the event that an employee is injured on the job, the City shall pay such employee his/her day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day.

Section 3. Personnel Files. Bargaining unit employees shall be allowed to review their personnel files during normal business hours upon reasonable advance request to the City. The Union may review and receive a copy of all disciplinary documentation from an employee's personnel file during normal business hours upon reasonable request to the City.

Section 4. Tuition Reimbursement. All bargaining unit employees shall be entitled to tuition reimbursement per the City's tuition reimbursement policy.

Section 5. Compactor. Employees covered by this Agreement may, at their option, use the Compactor facility on the same basis as residents, provided that they comply with the same rules and requirements which are applicable to residents of the City of Fairlawn (except for the residency requirement), including but not limited to, the payment of Compactor use fees, if any.

Section 6. Legal Defense of Employees. The City agrees to provide to any full-time employee the legal defense of any lawsuit alleged to have arisen out of any act or failure to act within the scope of the regular official duties of such employee, provided that such act or failure to act was not malicious, motivated for private gain and did not constitute willful misfeasance, malfeasance or nonfeasance.

Section 7. Secondary Employment. Employees on approved light duty or absent from work on funeral leave, sick leave, leave for injury in the line of duty and/or Workers Compensation shall not engage in outside employment until returning to full duty for the Fairlawn Service Department unless the following criteria are met: (a) the outside employment does not involve physical labor; (b) the employee discloses the full nature of the duties and activities involved in the outside employment; (c) the employee requests approval to work the outside employment; and (d) the Service Director approves that request. Violation of the provisions of this Section shall be grounds for disciplinary action up to and including discharge.

Approved by Fairlawn City Council on May 5, 2014 by Ordinance 2014-031

ARTICLE 32
DURATION OF AGREEMENT

Section 1. This Agreement represents an understanding between the City and Union on all bargainable issues. This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect through midnight, December 31, 2016. Irrespective of any other provision of this Article, the parties shall reopen negotiations solely on the subjects of Insurances, Article 26, and Wages, Article 27, to be effective for year 2016. This Agreement shall not be reopened for any other matter. A notice to negotiate for such reopener shall be filed by either party with the State Employment Relations Board no earlier than August 1st and no later than October 31st of 2015. Negotiations shall be conducted pursuant to Chapter 4117 of the Ohio Revised Code. This Agreement shall remain in effect thereafter from year to year, unless at least ninety (90) days prior to its expiration date, or any anniversary thereof, either party gives timely written notice to the other party of its intent to negotiate on any or all of the provisions of this Agreement.

Section 2. Signed and dated at Fairlawn, Ohio, on this 5th day of May, 2014.

CITY OF FAIRLAWN

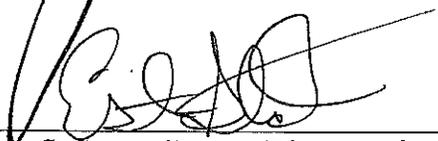
TEAMSTERS LOCAL UNION NO. 436



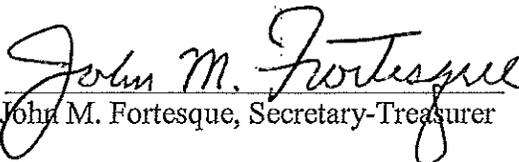
William J. Roth, Jr., Mayor



Gary Tiboni, President



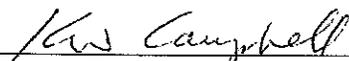
Ernest S. Staten, Deputy Director of
Public Service



John M. Fortesque, Secretary-Treasurer



Edward J. Riegler, Director of Law



Kevin Campbell, Counsel for the
City of Fairlawn

Approved by Fairlawn City Council on May 5, 2014 by Ordinance 2014-031

EXCAVATING, BUILDING MATERIAL, CONSTRUCTION DRIVERS, RACE TRACK EMPLOYEES,
PUBLIC EMPLOYEES, MANUFACTURING, PROCESSING, ASSEMBLING AND INSTALLER EMPLOYEES,
LAKE, GEauga, CUYAHOGA COUNTIES AND VICINITY, OHIO

TEAMSTERS LOCAL UNION No. 436

Affiliated with the International Brotherhood of Teamsters

6051 CAREY DRIVE • VALLEY VIEW, OHIO 44125 • (216) 328-1833 • FAX (216) 328-1513

PRESIDENT
BUSINESS MANAGER
GARY M. TIBONI

March 14, 2014

VICE PRESIDENT
BUSINESS REPRESENTATIVE
CHRIS PAVONE

SECRETARY TREASURER
BUSINESS REPRESENTATIVE
JACK FORTESQUE

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-0213

RECORDING SECRETARY
OFFICE MANAGER
MARY L. ZART

TRUSTEE
BUSINESS REPRESENTATIVE
JOHN G. GOLISH

Dear Sir/Madam:

TRUSTEE
BUSINESS REPRESENTATIVE
DENNIS KASHI

For your files, enclosed please find a signed copy of the current collective bargaining agreement between the Teamsters Local Union No. 436 and the following company(s):

TRUSTEE
FRED CROW, JR.

1. The City of Fairlawn

Please do not hesitate to contact my office if there are any questions regarding the enclosed.

Sincerely,

Mary M. Tiboni
Gary M. Tiboni
President

GMT:pb

(Enclosure)

