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AN AGREEMENT  
BETWEEN  
**THE CITY OF BROADVIEW HEIGHTS**  
AND  
**TEAMSTERS UNION LOCAL NO. 416**  
(City Hall and Administrative Employees)

Effective: January 1, 2014

Expires: December 31, 2016

## TABLE OF CONTENTS

ARTICLE		PAGE
1	Preamble .....	1
2	Purpose and Intent .....	1
3	Recognition.....	1
4	Union Security.....	2
5	Management Rights.....	3
6	Employee Rights .....	4
7	No Strike/No Lockout .....	4
8	Discipline.....	5
9	Stewards and Union Representation.....	5
10	Grievance Procedure.....	6
11	Non-Discrimination .....	8
12	Gender and Plural .....	8
13	Obligation to Negotiate .....	8
14	Conformity to Law .....	8
15	Current Practices.....	9
16	Layoff, Recall and Transfer.....	9
17	Seniority .....	12
18	Hours of Work/Overtime.....	13
19	Call-In Pay .....	14
20	Job Posting.....	14
21	Holidays.....	14
22	Vacations .....	15
23	Sick Leave .....	16
24	Funeral Leave .....	17
25	Military Leave .....	17
26	Disability Leave.....	18
27	Jury Duty .....	18
28	Compensation .....	19
29	Longevity.....	19
30	Uniform Allowance .....	19
31	Insurance.....	19
32	Miscellaneous .....	20
33	Bulletin Board .....	21
34	Attendance at Assigned Training Schools Sessions or Seminars.....	21
35	Labor Management Committee .....	22
36	Family Medical Leave .....	22
37	Drug and Alcohol Testing .....	23
38	Negotiation Procedures.....	23
39	Duration of Agreement.....	25
	Appendix A (Salary Schedule)	
	Appendix I (Drug and Alcohol Testing Policy)	

**ARTICLE 1**  
**PREAMBLE**

- 1.01** This Agreement is hereby entered into by and between the City of Broadview Heights, hereinafter referred to as the “Employer”, and the Teamsters Union Local No. 416, hereinafter referred to as the “Union”.

**ARTICLE 2**  
**PURPOSE AND INTENT**

- 2.01** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the City of Broadview Heights, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer’s business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3**  
**RECOGNITION**

- 3.01** The Union is hereby recognized as the sole and exclusive bargaining representative for negotiating wages, hours, terms and conditions of employment for all regular full-time employees in the following classifications:

Series A – Finance Department  
Level 1 Classification(s)

Accounts Receivables Clerk  
Payroll Clerk  
Finance Clerk

Series B – Office/Clerical

Level 1 Classification(s)

Administrative Assistant in the Police Department  
Administrative Assistant in the Fire Department  
Administrative Assistant in the Engineering Department  
Administrative Assistant in the Service Department  
Administrative Assistant in the Recreation Department

Events Coordinator/Administrative Assistant in Hum. Serv. Dept.

Level 2 Classification(s)

Police Dept. Records Clerk  
Receptionist in the Recreation Department  
Assistant Clerk in Courts

Series C – Recreation Department

Level 1 Classification(s)

Recreation Manager  
Aquatics Manager  
Parks and Athletics Manager

Series D – Non-Office/Clerical

Level 1 Classification(s)

Assistant Working Foreman/Service  
Assistant Building Commissioner

Level 2 Classification(s)

Inspector/Building

**3.02** Excluded: Mayor's Secretary, Clerk of Courts, Council Clerk, Supervisors as defined in the Act and all other employees of the Employer.

**ARTICLE 4**  
**UNION SECURITY**

**4.01** During the term of this Agreement, the Employer agrees to deduct initiation fees and regular monthly Union membership dues from the wages in the second paycheck month of those employees who have voluntarily signed union dues deduction authorization forms permitting said deductions.

- a) The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees who have submitted the authorization cards referred to herein.
- b) The Employer's obligation to make deductions shall terminate automatically upon an employee's permanent transfer to a job classification outside the bargaining unit.

- 4.02** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Union within five (5) days of said deductions.
- 4.03** Employees as defined in Article II of this Agreement, shall either maintain their membership in the Union, become members of the Union, or be required to pay a fair share fee to the Union as a condition of continued employment in accordance with the terms of the Ohio Revised Code Section 4117.09(C). In the event that a fair share fee is to be charged to an employee, the Employer shall deduct such fee in the manner set forth above.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

- 5.01** Except to the extent modified herein, any and all rights concerned with the management of the Employer remain and are the exclusive rights of the Employer. It is further agreed that the Employer 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 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) Suspend, discipline, demote, or discharge for just cause, or layoff, 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 Employer as a governmental unit.
- 5.02** No new written rules will be enforced until the Union has been notified and the rule posted seven (7) days before it is enforced.

**ARTICLE 6**  
**EMPLOYEE RIGHTS**

- 6.01** An employee may request the presence and advice of a union representative at investigatory interviews which the employee reasonably believes will result in disciplinary action. A representative shall not be a person who is subject to interrogation as a result of the incident out of which the investigation arose.
- 6.02** An employee will be informed of the nature of any investigation of himself prior to any questioning, if the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.
- 6.03** An employee may obtain information from or add information to his personnel file in accordance with Chapter 1347 of the Revised Code.
- 6.04** Records of verbal and written reprimands that are more than three (3) years old shall not be used in the arbitration procedure.

**ARTICLE 7**  
**NO STRIKE/NO LOCKOUT**

- 7.01** The Union nor any member of the bargaining unit, for the duration of this Agreement, shall not directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with normal operations of the Employer. A breach of this Section by an employee shall be proper cause for discharge or other disciplinary action by the Employer. Any disciplinary action taken as a result of a breach of this Section is subject to the grievance procedure up to arbitration.
- 7.02** Union Cooperation: The Union and its officers and/or stewards shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage attempt to prevent any violation of the "no-strike" clause.
- 7.03** In the event of a violation of the "no-strike" clause, the Union and its officers and/or stewards shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union and its officer and/or stewards shall advise the employees to return to work immediately. A breach of this Section by an employee shall be proper cause for discharge or other disciplinary action by the Employer. Any disciplinary action taken as a result of a breach of this Section is subject to the grievance procedure up to arbitration.
- 7.04** Lockout: The Employer shall not lock out any employees for the duration of this Agreement.

**ARTICLE 8**  
**DISCIPLINE**

- 8.01** Disciplinary action taken by the Employer shall be for just cause.
- 8.02** A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action.
- 8.03** Prior to any discipline greater than an oral or written reprimand, the employee shall be given a meaningful opportunity to respond to the Mayor or Acting Mayor.
- 8.04** In the case of suspension, demotion or termination, an employee may immediately file a grievance at Step 3 of the Grievance Procedure contained in this Agreement. Such Step 3 hearing shall be held within seven (7) calendar days of the filing of the grievance and answered within ten (10) calendar days of the hearing.
- 8.05** Notwithstanding any other provision in this Agreement, any grievance involving any Union steward will be proceed immediately to Step 3 of the Grievance Procedure.

**ARTICLE 9**  
**STEWARDS AND UNION REPRESENTATION**

- 9.01** Stewards: The Employer recognizes the right of the Union to appoint two (2) stewards to aid in the enforcement of this Contract and to represent an employee, on request, in grievance meetings concerning the interpretation and application of this Agreement.
- 9.02** The parties recognize that it may be necessary for a steward to leave his normal work assignment while acting in his capacity of a steward. The Union recognizes operational needs of the Employer and will cooperate to keep to a minimum the time lost from work in processing grievances by stewards. Before leaving his assignment pursuant to this Section, the steward will notify an immediate supervisor.
- 9.03** The Employer will compensate a steward at his normal rate for the time spent in the good faith processing of a grievance during normal working hours.
- 9.04** Union Representation: Upon due notice to the Mayor or his representative, a staff representative of the Union shall be permitted to enter the Employer's premises or any work site during working hours, provided that such visitation does not unduly interfere with the work requirements of any employee or disrupt operations in any way.
- 9.05** No reprisal of any kind will be taken against the Union's officers, stewards, agents, or members for any actions taken to negotiate or enforce this Agreement.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

**10.01** It is mutually agreed that all controversies and disagreements between the Employer and any of its employees in the bargaining unit, or the Union and the Employer, including differences as to interpretation of the terms of this Agreement, shall be settled in accordance with procedure herein provided.

**STEP 1**

An aggrieved employee shall present their grievance orally to their immediate supervisor within five (5) working days after the occurrence of the action giving rise to the grievance or within five (5) working days after the employee could reasonably become aware of the action giving rise to the grievance. This time may be extended by mutual agreement of the Employer and the Union. The steward shall be called by the supervisor to attend and participate in all grievance discussions. The time limits provided above shall be extended to ten (10) days with mutual agreement from the Employer and the Union.

**STEP 2**

In the event the grievance is not settled between employee and the supervisor (Department Head) within three (3) working days after it is presented, the grievance may then be submitted in writing by the employee or the steward to the supervisor for investigation and settlement. In the event the supervisor is unable to settle said grievance within five (5) working days, they will so notify the employee, and the Union steward. Any discussion of the grievance at this step with the employee will be held in the presence of the steward.

**STEP 3**

In the event the grievance is not satisfactorily settled in Step 2, then the grievance may be referred to a meeting scheduled between the Employer, Mayor or Acting Mayor, the grievant, the steward and the President or Secretary/Treasurer of the Union. The Employer shall render its answer within five (5) days from the date of the meeting except in the case of discharge, wherein the answer shall be given within two (2) days of such meeting. The decision of the Mayor or Acting Mayor shall be final and binding with respect to grievances for discipline involving an oral or written reprimand except that if a grievance involving more serious discipline is taken to arbitration involving the same or substantially similar conduct, the grievant will be allowed to challenge the prior reprimand(s) at arbitration.

#### STEP 4

Except for those grievances for which the decision at Step 3 is final and binding, if a grievance has not been settled satisfactorily in the above steps of the grievance procedure, the Union may, after approval from its Executive Board, and within thirty (30) calendar days, submit such grievance to binding arbitration; otherwise the grievance will be considered as having been settled. The Employer and the Union agree that if either party requests that a grievance be submitted to arbitration, within the time limit specified above, the parties will meet to attempt to mutually agree on an arbitrator. If such agreement is not reached, the parties will select an arbitrator from a permanent panel of three (3) arbitrators using the strike method. The permanent panel of arbitrators shall be 1) Robert Stein; 2) James Mancini; and 3) Thomas Skulina. The decision of the arbitrator shall be final and binding on both parties.

No arbitrator shall have the power to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto.

The cost of the arbitrator under this grievance procedure shall be borne equally by the Employer and the Union.

- 10.02** Except as provided for appeals to arbitration, if a grievance is not appealed from any step to the next within five (5) working days after the Employer or its representative has rendered its decision, it shall be considered settled on the basis of the Employer's answer.
- 10.03** The time limits provided in the grievance procedure may be extended in any step by mutual agreement of the representatives involved in each step. Requests for extension of time by either party shall be presented, in writing, to the other party. Each request shall be made for a definite number of days and shall be presented before the time allowed in each step has expired.
- 10.04** No employee shall have the right individually to institute or process any action or proceeding with references to any dispute, complaint, controversy, claim or grievance, or to initiate or compel arbitration if the Union fails or refuses to initiate or proceed with arbitration except as provided in Steps 1, 2 and 3 of the above Grievance Procedure.
- 10.05** The procedure set forth in this Article shall be the exclusive method of redressing grievances between the parties and decisions of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer and the employees. It is clearly understood that at any stage in the grievance procedure the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further, if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement, or (2) has been settled or adjusted in a fair and equitable manner.

**ARTICLE 11**  
**NON-DISCRIMINATION**

**11.01** Both the Employer and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws and fair employment practice laws. Neither the Employer nor the Union will discriminate in any manner in the interpretation or application of this Agreement on the basis of race, age, color, religion, national origin, disability, sex or lawful union activities.

**ARTICLE 12**  
**GENDER AND PLURAL**

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

**ARTICLE 13**  
**OBLIGATION TO NEGOTIATE**

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

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

**ARTICLE 14**  
**CONFORMITY TO LAW**

**14.01** The provisions of this Agreement shall prevail over or be subject to any present and future Federal, State and Local Laws, along with any applicable Rules and Regulations as is provided in Revised Code Section 4117.10. The invalidity of any provisions of this

Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

- 14.02** If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) 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 therein.
- 14.03** In such event, the Employer and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provision(s) deemed invalid or unenforceable.

#### **ARTICLE 15** **CURRENT PRACTICES**

- 15.01** All conditions and provisions beneficial to the Employer and full time employees, which are in effect for each specific Department and which are not specifically provided for or altered by this Agreement, shall remain in effect for the duration of this Agreement, unless after meeting and conferring with the Union, the Employer specifically alters or eliminates any particular practice.
- 15.02** This Agreement supersedes all existing and previous agreements, rules, regulations and customs heretofore established which are in conflict with this Agreement, and such agreements, rules, regulations and customs are hereby abolished, except in those cases where the Employer and the Union have mutually agreed to continue said agreements, rule, regulation or custom. This provision shall not affect laws and ordinances covered by Revised Code Section 4117.10.

#### **ARTICLE 16** **LAYOFF, RECALL AND TRANSFER**

- 16.01** Where, because of the economy, consolidation, abolishment of functions, curtailment of activities, or any other serious circumstance, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions hereinafter set forth.
- 16.02** For purposes of this Section, there shall be five (5) Classification series. Within each series, each classification shall be either Level 1 or Level 2. Employees within affected job classifications shall be laid off according to their seniority (within the bargaining unit) with the least senior being laid off first.

**16.03** Employees covered by this Agreement and laid off may displace (bump) another employee with lesser seniority within the same job classification. Employees unable to bump within the classification, or employees who are bumped by a more senior employee in their classification, shall be able to displace (bump) a less senior employee in a classification with an equal or lesser level within the classification series, and, further, provided the employee is qualified for the position. The employee will serve a 30-day probationary period to receive training and to demonstrate that the employee will be able to acquire all state-mandated training and demonstrates the ability to perform the functions and duties of the position to which the employee is attempting to displace (bump) into. No employee shall be able to bump into another Classification series or into a higher Classification Level position within the Classification Series regardless of seniority. The Classification Series' and Classification Levels are as follows:

Series A – Finance Department

Level 1 Classification(s)

Accounts Receivables Clerk  
Payroll Clerk  
Finance Clerk

Series B – Office/Clerical

Level 1 Classification(s)

Administrative Assistant in the Police Department  
Administrative Assistant in the Fire Department  
Administrative Assistant in the Engineering Department  
Administrative Assistant in the Service Department  
Administrative Assistant in the Recreation Department  
Events Coordinator/Administrative Asst. in Human Services Dept.

Level 2 Classification(s)

Police Dept. Records Clerk  
Receptionist in the Recreation Department  
Assistant Clerk in Courts

Series C – Recreation Department

Level 1 Classification(s)

Recreation Manager  
Aquatics Manager  
Parks and Athletics Manager

Series D –Non-Office/Clerical

Level 1 Classification(s)

Assistant Working Foreman/Service  
Assistant Building Commissioner

Level 2 Classification(s)

Inspector/Building

- 16.04** At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee within the same classification series, pursuant to the above provision, shall be laid off.
- 16.05** The Union and the steward shall be notified that layoffs may occur within thirty (30) days. The first affected employees will also be given thirty (30) days notice to start the displacement (bumping) process. Any employee to be laid off after the bumping process shall be given a minimum of seven (7) calendar days notice in writing of the layoff.
- 16.06** No new full-time or permanent part-time employees shall be hired or part-time employee promoted to full-time within the affected job classification while a bargaining unit employee is on the recall list for such job classification and is willing and available to be recalled to full-time or part-time work. Additionally, no full-time employee shall be laid off if a permanent part-time employee is working within that full-time employee's Department and the full-time employee is able to perform the duties of the permanent part-time employee.
- 16.07** Recall shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for two (2) years from the date of said employee's layoff.
- 16.08** Notice of recall shall be sent to the employee's address list on the Employer's records and shall be sent by certified mail. An employee who does not respond to recall or does not report to work within two (2) weeks from the date the Employer mails the recall notice, shall be considered to have resigned his/her position and forfeit all rights to employment with the Employer.
- 16.09** Whenever an employee is transferred from one classification to another at the direction of management or following the bumping procedures in connection with a layoff, the employee shall be placed in the new classification at the pay step that most closely matches the employee's current pay. If the employee is currently at a pay step lower than the lowest pay step of the new classification the employee shall be placed and paid at the lowest step in the new classification. Conversely, if the employee is currently at a pay step higher than the highest pay step of the new classification, the employee shall be placed and paid at the highest pay step of the new classification.

**ARTICLE 17**  
**SENIORITY**

- 17.01** Definition: Seniority shall be an employee's uninterrupted length of continuous service with the Employer in any job classification governed by this Agreement. Length of service shall be computed from the last date of hire.
- 17.02** Probationary Employees: New employees hired after the effective date of this Agreement shall be on probation for one (1) year. During the probationary period, new employees shall have only those rights specifically provided under this Agreement, but shall not have rights to the grievance or arbitration procedure respecting any disciplinary action. After the probationary period, an employee's seniority date will be his date of hire.
- 17.03** Break in Seniority. Seniority shall be broken only when an employee:
- (a) is discharged for just cause;
  - (b) quits or resigns;
  - (c) is laid off for a period of more than two (2) years, except that employees with less than two (2) years seniority shall have recall rights only for the same number of months as their seniority.
  - (d) fails to report to work or notify of intent to return when recalled from layoff within two (2) weeks after issuance of notice sent to him by registered or certified mail to the last known address as shown on the Employer records; or
  - (e) is absent without leave for three (3) or more consecutive days, unless proper excuse for the absence is shown; is absent without notice to the Employer on three or more occasions in one calendar year; or overstays a leave of absence, gives a false reason for a leave of absence or engages in other employment during a leave of absence.
- 17.04** Part-time Employees. Full-time bargaining unit employees displaced to part-time will continue to accrue seniority for one (1) year.
- 17.05** Seniority List. The Employer will maintain and make available to the Union an accurate seniority list, which shall include the date of hire, classification and rate of pay of each employee covered by this Contract.
- 17.06** Employees accepting management positions, outside the bargaining unit, shall have their seniority frozen during such appointment up to a maximum of six (6) months or the prescribed promotional or new probationary period, whichever is sooner. Promoted employees shall revert to his prior position in the event the Employer deems the employee unsatisfactory during his probationary period in a managerial position.

**ARTICLE 18**  
**HOURS OF WORK/OVERTIME**

- 18.01** The normal work hours for full-time employees shall be forty (40) hours per week, Sunday through Saturday. Employees, and the current Assistant Foreman, starting July 16, 2007, shall receive a one-half hour paid lunch period within an eight (8) hour workday, to be scheduled and/or taken consistent with the operating requirements of the department. Employees will also receive two (2) 15 minute breaks as scheduled by the supervisor. Employees may, with Supervisor approval, utilize the two (2) break periods to extend their lunch period to one (1) hour. Employees may not use break time to arrive late to work or to leave early. Employees in certain positions whose work schedules require their presence at times other than the standard work hours shall have their normal work week schedules altered to conform to the operation requirements of the department.
- 18.02** All employees shall be entitled to overtime pay at the rate of one and one-half (1½) times the regular hourly rate for any time employed over and above 40 hours in a 7 day period, except the Assistant Foreman whose lunch period shall be excluded from the overtime calculation.
- 18.03** For the purpose of overtime computation, longevity computation shall be included in the base rate for such compensation. All other hours paid, but not worked, excluding holidays, and vacation, shall be excluded from the computation of overtime.
- 18.04** Employees shall have the option of receiving overtime compensation in the form of compensatory time off computed at the same rate as set forth in Section 18.02 of this Article. Compensatory time must be approved in advance or by the supervisor (department head).
- 18.05** Compensatory time may be accumulated by employees to a maximum of one hundred twenty (120) hours. Accumulated compensatory time must be taken or paid prior to December 1<sup>st</sup> of each calendar year except, that employees may carry over eighty (80) hours of compensatory time to the next calendar year. An employee, who, upon resignation, death, retirement, or other termination of employment, has accumulated compensatory time, shall be paid for such accumulated compensatory time based upon the prevailing regular hourly rate.
- 18.06** For temporary work, an employee assigned to a job title that is a higher rated position for one week (40 consecutive work hours) or longer, shall receive the higher of the two rates when the employee concurrently performs the temporary assignment and his or her regular duties.

**ARTICLE 19**  
**CALL IN PAY**

**19.01** A non-exempt employee who is called to work or back to work at a time he is not regularly scheduled shall be paid for hours worked in call-out capacity, at the over time rate with a minimum of two (2) hours at said rate, providing such time does not abut the employee's regularly scheduled workday.

**ARTICLE 20**  
**JOB POSTING**

**20.01** Job openings into vacant bargaining unit positions must be posted for bid a minimum of five (5) working days. The Employer shall select the most qualified applicant based on skills and ability. In the event two or more applicants are rated equally, seniority shall govern.

**20.02** An employee who is selected from the bargaining unit to fill the opening shall serve a probationary period of sixty (60) calendar days. An extension to the probationary period may be granted with mutual agreement from the employee, the Union and the Employer. An employee that fails to meet the position's requirements during the probationary period shall be returned to his/her previous position and pay rate.

**20.03** If the bidding process fails to fill an open position, the Employer may hire from outside the bargaining unit but only if the bidding process is exhausted.

**20.04** Nothing in this article shall preclude the Employer from temporarily filling an open position from the outside or for contracting out for such functions while the bidding process is utilized. Such temporary employees or services shall not exceed thirty (30) days.

**ARTICLE 21**  
**HOLIDAYS**

**21.01** All full-time employees shall receive the following paid holidays:

New Years' Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	The day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
	New Year's Eve

- 21.02 Each non-exempt employee shall be compensated at the rate of time and one half (1½) times his/her straight time hourly rate in the event the employee is required to work a holiday as well as receiving a mutually agreed day off at a later date.
- 21.03 All employees will receive two (2) personal days per year which must be utilized and approved in advance by the Department Head or Mayor.
- 21.04 In accordance with City policy, when a holiday falls on a Saturday, it shall be observed on the previous Friday and when it falls on a Sunday, it will be observed on the following Monday.

**ARTICLE 22**  
**VACATIONS**

- 22.01 Effective January 1, 2006, all full-time employees of the Employer shall be entitled on each anniversary date to the following paid vacations provided that they have worked at least 1,040 hours in the one-year period preceding their anniversary date of hire and have accrued the required years of service.

*All Levels*

<u>LENGTH OF SERVICE</u>	<u>WEEKS OF VACATION</u>
After 1 Year	Two (2) Weeks
After 5 Years	Three (3) Weeks
After 10 Years	Four (4) Weeks
After 15 Years	Five (5) Weeks

- 22.02 Vacation time shall be taken at a time approved of by the Department Head.
- 22.03 An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect and be granted such a transfer, provided no break in service has taken place between such transfer.
- 22.04 Vacation time may be carried over from one year to the next calendar year, and the carry over shall be limited to the employee's annual vacation eligibility only.
- 22.05 An employee may, one time per year with at least two weeks' notice to the Employer, convert forty (40) hours of accumulated vacation to a lump sum cash payment.

**ARTICLE 23**  
**SICK LEAVE**

- 23.01** Members of the bargaining unit and probationary employees shall be credited with sick leave, with pay, at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days/month without limit and shall be allowed the same compensation on sick leave as if actually employed.
- 23.02** The sick leave herein provided for shall be applied to scheduled work days only.
- 23.03** The sick leave herein provided for shall be cumulative without limit. "Cumulative" means the accumulation of all unused sick leave for any number of years.
- 23.04** Employees shall at the time of retirement from active full-time service with the employer, with ten (10) or more years of continuous service with the Employer, be paid in cash for one-third ( $1/3$ ) of the employees accrued but unused sick leave, up to a maximum accrual of one-hundred and thirty (130) days, i.e.,  $43\frac{1}{2}$  days maximum pay. The dollar value of sick pay shall be based on:
- a) Employees annual salary at the time of retirement; and
  - b) A work year of fifty-two (52) weeks and five (5) days per week.
- 23.05** For this calculation, paid vacation days and holidays are considered workdays. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be made by the Employer only once for any employee during his/her lifetime. This section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation or any other like termination except at retirement as set forth herein.
- 23.06** In the event of an employee's death prior to retirement, the employee's heirs and/or beneficiaries shall be entitled to the employee's lump sum payment.
- 23.07** If an employee is sick in excess of three (3) consecutive days, the Mayor may require a certificate from a licensed physician to be filed not later than four (4) days after the commencement of the sickness or disability.
- 23.08** An employee who is absent or sick shall notify his/her supervisor of such absences and the reason therefore within a reasonable time before the start of his/her shift each day he/she is to be absent and may be required to substantiate such absence on return to work.
- 23.09** Sick leave shall be granted for the absence from duty because of illness, injury, disease, exposure to contagious disease, or attendance upon members of the immediate family whose illness requires the care of such employee. "Immediately family" shall mean father, mother, sister, brother, children, step-children, wife or husband related either by blood or marriage to the employee.

- 23.10** An employee who, without service interruption, transfers from this Department to another Department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.
- 23.11** Employees may convert the unused portion of their annual sick leave accrual (15) days above and beyond one hundred twenty (120) accumulated sick days to days off at the rate of 2 unused sick days to 1 day off.
- 23.12** Sick Leave Without Pay. After an employee has exhausted his/her sick leave with pay, he/she may be granted a leave of absence not to exceed six (6) months because of personal illness, injury or pregnancy (including postpartum recovery periods). Such leave must be supported by satisfactory medical evidence that the employee has an illness, injury or pregnancy. If the illness, injury or pregnancy, as defined above, continues beyond the six (6) month period, the Employer may, at its sole discretion, grant additional sick leave upon request. Under no circumstances will an employee be permitted more than one year of sick leave without pay. It is the employee's responsibility to inform the Employer of his/her prognosis as circumstances allow. Any employee who is approved for sick leave without pay, under this provision shall not receive health insurance and shall not earn, accrue or be entitled to fringe benefits including sick leave, vacation holidays, personal days, longevity or seniority.

#### **ARTICLE 24** **FUNERAL LEAVE**

- 24.01** A regular full-time employee shall be granted a leave of absence with pay, for three (3) days not to be charged against sick leave in the event of the death of his spouse, mother, father, child (including step children), brother, sister, mother-in-law, or father-in-law, brother-in-law, sister-in-law, grandparents, grandchild or legal guardian within the family environment. To be eligible, the employee must notify the Employer in the manner it will establish, and attend the funeral. Failure to do so or misrepresentation of facts relating to funeral leave shall be grounds for disciplinary action. If time beyond three (3) days is necessary the employee may request such additional time as the Department Head may grant at his discretion to which the employee must apply sick time or vacation leave as the employee may have accumulated.

#### **ARTICLE 25** **MILITARY LEAVE**

- 25.01** Military Leave. An employee shall be granted an extended leave of absence with pay for military duty in accordance with all applicable State and Federal law.

**ARTICLE 26**  
**DISABILITY LEAVE**

- 26.01** An employee who is disabled as a result of the performance of duties within the scope of his employment as a full-time employee of the Employer, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed 180 work days from the date that such service related disability was incurred. During such disability leave, compensation shall not be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first ten (10) days of said service related disability shall be charged to said employees accumulated sick leave credit, or if less than ten (10) days accumulated sick leave credit is available, the existing sick leave credit then available shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.
- 26.02** Any employee who obtains a paid leave under this Article shall file for Worker's Compensation and sign a waiver assigning to the Employer those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. The City, in its sole discretion, may waive the requirement that the employee file for Workers' Compensation benefits although nothing herein shall be construed to prevent the employee from filing for Workers' Compensation benefits.
- 26.03** Certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month which disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the Employer at any time.
- 26.04** In the event any employee is dissatisfied with the determination of the Finance Director on the Employer's medical examination, the employee may submit the question to the grievance procedure.

**ARTICLE 27**  
**JURY DUTY**

- 27.01** Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court or jury duty, as provided for in the Ohio Revised Code.

**ARTICLE 28**  
**COMPENSATION**

- 28.01** The salary schedules attached as Appendix A shall become effective on the dates specified. Notwithstanding Section 28.02 below, Steps 4, 5 and 6 of all schedules are merit steps awarded up to the stated amounts for each step at the discretion of the employee's Department Head. The employee's Department Head, however, will not have the authority to move the employee's pay to a lower step.
- 28.02** All new employees shall be paid a probationary wage rate determined by the Employer. Upon the satisfactory completion of the probationary period, the employee shall be placed on Step 1 of the salary schedule. Upon the employee's first anniversary date of hire and each anniversary date thereafter, the employee shall move to the next greater step in the salary schedule. The Employer reserves the right to place a newly hired employee at any step of the salary schedule without regard to length of service.

**ARTICLE 29**  
**LONGEVITY**

- 29.01** Each full-time employee shall be entitled to longevity pay at the rate of Nine Dollars (\$9.00) per month of service after five (5) years of service and paid on the anniversary date of such employment up to a maximum annual payment of two-thousand, one-hundred and sixty dollars (\$2,160.00).

**ARTICLE 30**  
**UNIFORM ALLOWANCE**

- 30.01** Employees in the Police and Fire division shall be entitled to an annual uniform and maintenance allowance as provided in the collective bargaining agreements of the full-time uniformed staff in each division.
- 30.02** Building, Service, Recreation and Engineering employees, excluding Secretaries not required to wear a uniform shall receive \$200.00 uniform allowance per year or apparel, provided by the Employer at its discretion. The employees in these departments required to make inspections or be in the field shall receive a \$200.00 boot allowance.

**ARTICLE 31**  
**INSURANCE**

- 31.01** Subject to Section 31.03, below, the Employer will provide employees covered by this Agreement the minimum levels of coverages, subject to any applicable employee

premium contribution, as currently provided or as may be modified per section 31.03. (For the 2014-2015 insurance year, in accordance with the recommendation of the Insurance Committee which recommendation was adopted by Council, the City is providing one Medical Mutual PPO plan as well as dental coverage and vision coverage with employee contributions of 5% and with a maximum contribution of \$14.00 per month for single coverage and \$30.00 per month for family coverage.)

- 31.02** The parties agree that in their efforts to reduce hospitalization/medical costs a City-wide Joint Medical/Hospitalization Insurance Committee with a representative from the Union will be established and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer. It is understood that such recommendations do not obligate either party contractually.
- 31.03** Should the Insurance Committee recommend changes to the coverages, including premium contributions, described above and should the City adopt the changes recommended, then the revised coverages shall be deemed to be incorporated herein and shall supersede those set forth above to the extent they are in conflict. If the Insurance Committee makes a recommendation for changes to the coverages and the City does not adopt the suggested changes, or if the City elects to change the City health insurance coverages, including premium contributions, absent a recommendation from the Insurance Committee, then in either event, the parties agree to reopen negotiations regarding this Article.
- 31.04** The Employer shall provide employees with a Life Insurance Policy as contained in the medical coverage insurance policy or otherwise provided by the Employer.

**ARTICLE 32**  
**MISCELLANEOUS**

- 32.01** In any instance where the employer sends an employee for a medical examination, the employer shall pay the cost of the examination.
- 32.02** The Employer shall provide safe working conditions, equipment, and departmental procedures with the health and safety of the employee in mind. Employees are required to promptly report alleged unsafe working conditions.
- 32.03** The parties mutually recognize the serious nature of problems related to substance abuse and the need to protect the Employer's rights and interest as well as the employee's rights in this area. Therefore the following guidelines will apply:
  - a) An employee will submit to medically reliable testing procedures if there is reasonable suspicion to suspect the employee of substance abuse and the Employer directs an employee to do so. The cost of the testing shall be borne by the Employer.

- b) Discipline resulting from substance abuse will be handled on an individual basis and the Union will be informed of the Employer's action as soon as practical.
- c) Grievances involving substance abuse may be initiated at the third step of the grievance procedure.

**32.04** All classifications of included positions in this Agreement as set forth in the Recognition Article shall be non-exempt, FLSA overtime eligible positions except the Assistant Building Commissioner, Recreation Manager, Parks and Athletics Manager and Aquatics Manager positions which shall be FLSA overtime exempt, salary positions.

### **ARTICLE 33** **BULLETIN BOARD**

**33.01** The employer shall furnish the Union with a Bulletin Board for the posting of all notices. The Board shall be mounted on a wall conveniently visible to all members. All posted material must be authorized by the Union. Postings shall not contain any defamatory or derogatory statements/materials.

### **ARTICLE 34** **ATTENDANCE AT ASSIGNED TRAINING SCHOOLS, SESSIONS OR SEMINARS**

**34.01** Members requesting permission to attend any school, training session or seminar shall submit a written request to their Supervisor stating the objective, the probable benefit it to the department and the expected expense. Such request shall be evaluated by the Department Head and he shall make the final determination and communicate it to the member.

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

**34.03** Attendance to any school, training session or seminar, shall be compensated at the regular straight time rate for travel time and attendance. Payment for attendance shall not exceed eight (8) hours in any one day designated as a training day. Department Head may authorize payment of tuition or fees in advance or authorize reimbursement to employee.

**34.04** Any employee required by the Department Head to remain over night to receive training, shall receive an allowance for meals of \$35.00 maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing cost for over night accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Mayor.

**34.05** If an employee is permitted or required to use his personal automobile for Employer business, he shall be reimbursed at the prevailing Internal Revenue Service rate. The Department Heads shall approve all such requests.

**ARTICLE 35**  
**LABOR MANAGEMENT COMMITTEE**

**35.01** A Labor/Management Committee shall be established consisting of two (2) stewards, the Union President and/or designee and the Mayor and/or his designees. This Committee may meet as necessary to discuss items of concern between the Union and the Employer. Employees or Supervisors may be asked to attend a Labor/Management Committee meeting. Any Steward, Union President and employee may be granted release time during normal business hours, with pay, to attend such meetings. No steward, local President or employee shall receive overtime pay for attendance at such meetings.

**ARTICLE 36**  
**FAMILY MEDICAL LEAVE**

**36.01** Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. The Employer may place an employee on FMLA Leave pursuant to this provision and the Act. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

**36.02** The Employer may require an employee to use accrued vacation, personal days or accumulated sick leave which shall be inclusive of the twelve (12) weeks of Family Medical Leave.

**36.03** A husband and wife employed by the City of Broadview Heights in any position or capacity are eligible for FMLA Leave up to a combined total of twelve (12) weeks of leave during the twelve month period referenced in Section .01 if the leave is taken:

- (1) For the birth of the employee's son or daughter or to care for the child after birth;
- (2) For placement of son or daughter with the employee for adoption or foster care, or to care for the child after placement; or
- (3) To care for the employee's parent with a serious health condition.

**ARTICLE 37**  
**DRUG AND ALCOHOL TESTING**

- 37.01** The Employer has established a City-wide Drug and Alcohol Testing Policy applicable to and binding upon Members of the Union as well as all other employees of the City. A copy of the Policy is attached hereto.
- 37.02** Should the Employer elect to change the Drug and Alcohol Policy, the proposed changes shall be submitted to the Insurance Committee for review and recommendation.

**ARTICLE 38**  
**NEGOTIATION PROCEDURES**

- 38.01** Either party may notify the other of a desire to commence bargaining on a successor agreement in accordance with procedures established by SERB. A meeting shall be held within 15 days of such request. The parties agree to notify SERB of the commencement of negotiations and impasse procedures identified in place of the procedures alternatively provided and then in effect under R.C. 4117.14 and related sections.
- 38.02** The parties will exchange written proposals in accordance with schedule as mutually agreed upon. Proposals shall in form and detail specify that for which agreement is sought in terms acceptable to the proponent without clarification or supplementation. Topical listings or so-called "laundry lists" shall be deemed a failure to comply with this paragraph and shall be disregarded.
- 38.03** Each negotiating team shall consist of no more than five (5) persons. The make-up of each team shall be in the sole discretion of the respective parties. Once selected, substitutes will not be permitted without agreement of the other party. Consultants used by either party shall be paid by the party using them.
- 38.04** All negotiations sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties. During the negotiation process, only mutual statements will be issued to the media, jointly signed by the spokespersons for the parties. Unless otherwise agreed by the parties, no negotiation session will last longer than 3.5 hours. No recording devices may be used, although each side is free to maintain its own written notes or minutes.
- 38.05** Before the conclusion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiation session.
- 38.06** Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

- 38.07** At the request of either party, the negotiations meetings shall be recessed to permit the requesting party a reasonable period of time for private caucuses.
- 38.08** The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- 38.09** As tentative agreements are reached on negotiations items, each item will be reduced to writing and initialed by the representatives of each party. Each item receiving tentative agreement will not be altered or changed unless mutually agreed upon by both parties. However, items tentatively agreed upon may be brought back to the table when it is believed that it will result in progress toward developing a final package. Each tentative agreement brought back to the table shall be discussed.
- 38.10** When negotiating teams reach tentative agreement upon the contract, all of the members, including “consultants”, if any, shall recommend acceptance of the Contract to the parties they represent. The contract will be presented as soon as practicable to the bargaining unit members for ratification in accordance with the applicable by-laws and procedures. Upon ratification by the Union, the contract will be presented as soon as practicable to the City Council for adoption at a regular or special meeting.
- 38.11** As an alternative to the dispute resolution procedures provided by statute, the parties mutually agree to use the services of the Federal Mediation and Conciliation Service (FMCS) as follows:
- a. Following the 45<sup>th</sup> day after the notice to negotiate was served, if tentative agreement has not been reached on all items, either party may choose the option of declaring impasse and shall cause unresolved issues to be submitted to mediation.
  - b. Mediation will conform to the Federal Mediation and Conciliation Services rules and guidelines.
  - c. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties, but (s)he shall have no authority to create binding agreements on either party. These provisions are in lieu of mediation and fact finding along with the timelines specified under the provisions of the State Employee Relations Board and the Ohio Revised Code.
- 38.12** If the parties are unable to reach agreement within 30 days after the declaration of impasse, or a date mutually agreed upon, the disagreement provisions in this document will be deemed exhausted.

**ARTICLE 39**  
**DURATION OF AGREEMENT**

**39.01** This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Teamsters and except as otherwise noted herein shall become effective January 1, 2014 and shall remain in full force and effect until December 31, 2016. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2016, notice of such a desire shall be given prior to November 1, 2016. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract or upon exhaustion of the applicable impasse procedure.

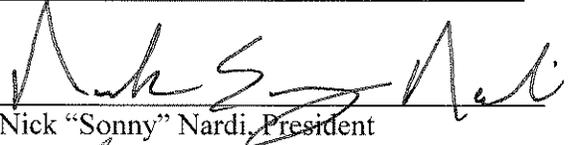
**IN WITNESS WHEREOF**, the parties have caused their names to be subscribed by their duly authorized officers and representatives effective this \_\_\_\_ day of \_\_\_\_\_, 2014.

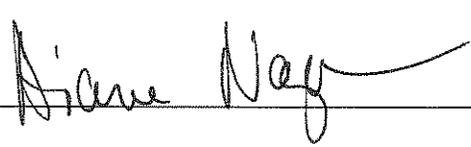
**CITY OF BROADVIEW HEIGHTS**

  
\_\_\_\_\_  
Sam Alai, Mayor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TEAMSTERS UNION LOCAL NO. 416**

  
\_\_\_\_\_  
Nick "Sonny" Nardi, President

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Appendix A**

		1/1/2014	7/1/2014	1/1/2015	1/1/2016
	Step	1%	1%	2%	2%
<u>Class A Level 1</u>					
Finance Clerk	1	18.46	18.65	19.02	19.40
Payroll Clerk	2	19.60	19.80	20.20	20.60
Accts Rec Clerk	3	20.74	20.94	21.36	21.79
	4	21.88	22.10	22.54	22.99
	5	23.02	23.25	23.71	24.19
	6	23.25	23.48	23.95	24.43

<u>Class B Level 1</u>					
Police Admin Asst	1	17.10	17.27	17.62	17.97
Fire Admin Asst	2	18.15	18.33	18.70	19.07
Recreation Admin					
Asst	3	19.21	19.40	19.79	20.19
Engineering Admin					
Asst	4	20.26	20.46	20.87	21.29
Human Serv Admin					
Asst	5	21.31	21.52	21.95	22.39
	6	23.25	23.48	23.95	24.43

Service Admin Asst	1	17.61	17.79	18.15	18.51
	2	18.70	18.88	19.26	19.64
	3	19.79	19.98	20.38	20.79
	4	20.87	21.08	21.50	21.93
	5	21.96	22.18	22.62	23.07
	6	23.25	23.48	23.95	24.43

<u>Class B Level 2</u>					
Police Clerk	1	15.19	15.34	15.65	15.96
	2	16.12	16.28	16.61	16.94
	3	17.05	17.22	17.56	17.91
	4	17.98	18.16	18.52	18.89
	5	18.92	19.11	19.49	19.88
	6	19.87	20.07	20.47	20.88

Asst in Court	1	13.56	13.70	13.97	14.25
	2	14.40	14.55	14.84	15.13
	3	15.24	15.39	15.70	16.02

	4	16.07	16.23	16.55	16.89
	5	16.90	17.07	17.41	17.76
	6	17.07	17.24	17.59	17.94

Recreation Recept	1	12.34	12.47	12.71	12.97
	2	13.08	13.21	13.47	13.74
	3	13.84	13.98	14.25	14.54
	4	14.59	14.74	15.04	15.34
	5	15.35	15.51	15.82	16.13
	6	15.51	15.67	15.98	16.30

Class C Level 1

Recreation Manager	1	19.82	20.01	20.41	20.82
Aquatics Manager	2	21.05	21.26	21.68	22.12
Parks and Athletics Manager	3	22.27	22.49	22.94	23.40
	4	23.50	23.74	24.21	24.70
	5	24.71	24.96	25.46	25.97
	6	24.96	25.21	25.71	26.23

Class D Level 1

Working Foreman	1	21.84	22.05	22.50	22.95
	2	23.19	23.42	23.89	24.37
	3	24.54	24.79	25.28	25.79
	4	25.90	26.16	26.68	27.21
	5	27.24	27.51	28.06	28.62
	6	27.51	27.79	28.34	28.91

Asst. Bldg. Comm	1	26.01	26.27	26.79	27.33
	2	27.63	27.91	28.47	29.04
	3	29.24	29.53	30.12	30.72
	4	30.85	31.15	31.78	32.41
	5	32.45	32.78	33.43	34.10
	6	32.78	33.10	33.77	34.44

Class D Level 2

Building Inspector	1	24.67	24.92	25.42	25.93
	2	26.20	26.46	26.99	27.53
	3	27.73	28.01	28.57	29.14
	4	29.26	29.55	30.14	30.75
	5	30.78	31.09	31.71	32.35
	6	31.09	31.40	32.03	32.67

## APPENDIX I

### City Drug and Alcohol Testing

Section 1. Policy: The parties are concerned about the effects of alcohol abuse and illegal drug use. Such use and abuse adversely affects work quantity and quality, jeopardizes employee health, and can create an unacceptable and dangerous work environment. Further, substance abuse is contrary to our commitment to excellence. Therefore, in order to promote a safe, healthy, and productive work environment the parties agree to implement the following substance abuse procedures.

Section 2. Procedure: Employees are prohibited from:

1. Possessing, using, buying, selling, transporting, or transferring illegal drugs while working, while on City property, or while operating City vehicles.
2. Possessing, consuming, buying, selling, transferring or transporting alcoholic beverages while working, while in City vehicles, unless specifically authorized in advance in writing by management.
3. Any use of controlled substances, which are defined under the regulations as marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).
4. Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater.
5. Any use of alcohol that could affect the performance of the employee including use during the eight (8) hours prior to work, or until an employee undergoes a post-accident alcohol test.

Section 3. Definitions:

1. "Under the influence" means, with respect to drugs and alcohol, the presence in an employee's system of any detectable amount of alcohol or drug, or its metabolites, and speech, actions, or an appearance which lead a supervisor to reasonably suspect that the employee's ability to perform his or her job safely and effectively has been impaired by drugs or alcohol.
2. The term "drugs" includes marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP), pursuant to Federal and Ohio law.

Section 4. Testing Procedure:

1. The following situations will result in the selection of employees for drug and/or alcohol testing:
  - a. Pre-employment. All newly-hired employees and employees promoted or transferred into a safety-sensitive position must complete a drug test with a verified negative result prior to beginning employment or performing any safety-sensitive functions.
  - b. Periodic. All affected employees may be drug tested in conjunction with their periodic physical at the City's expense.
  - c. Random. All affected employees will be subject to random drug and alcohol testing and must report immediately upon being informed of their random selection.
  - d. Reasonable Cause. Any affected employee shall be escorted to a collection site and provide a specimen if, in the opinion of their supervisor(s), there is reasonable cause to suspect the use of drugs or alcohol based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or odors.
  - e. Post Accident. Immediately upon a supervisor/management decision that an employee has been involved in an accident while on duty or while acting in his or her capacity as an employee or representative of the City, the employee must submit to a urine collection at a designated collection site to test for the presence of drugs. Such urine test shall be conducted no later than thirty-two (32) hours after the accident. A post-accident alcohol test shall also be administered, generally within two (2) hours, but no later than eight (8) hours after the accident. Tests conducted by authorized federal, state or local law enforcement officials for drugs and/or alcohol may be used in lieu of the City conducting its own testing. An employee shall be subject to testing following an accident involving loss of human life if he/she was performing a safety-sensitive function. An employee involved in a nonfatal accident shall be subject to post-accident testing if he/she received a citation for a moving violation arising out of an accident.
  - f. Follow-up Testing. After a previous positive test, the employee will be subject to unscheduled testing as required by the DOT and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty. Follow-up testing may also be conducted pursuant to the terms of a last chance agreement voluntarily entered into between the City and the employee.



- a. The applicant/employee will provide a urine sample at the assigned collection site at the appointed time.
  - b. The applicant/employee will participate in the chain of custody procedures in order to insure accurate collection by:
    - (1) providing photo identification;
    - (2) completing and signing consent, release of information, and Chain of Custody forms; and
    - (3) following urine collection procedures in cooperation with the collection site.
  - c. If the applicant/employee refuses to provide the specimen for drug or alcohol testing, the applicant may not be hired and the employee will be subject to discipline including discharge.
7. All positive urine screens will be confirmed through GC/MS testing (Gas Chromatography/Mass Spectrometry) before any discipline is imposed or hiring decisions are made.
  8. An independent Medical Review Officer (MRO) will review all drug tests performed by the laboratory. The MRO is to determine whether positive test results indicate illegal drug use or whether other medical explanations could account for the result. The MRO will attempt to contact the employee prior to notifying the City of the results.
  9. On all "positive" drug screen test results, the MRO will make reasonable efforts to first contact the applicant/employee and review the findings. If the applicant/employee cannot be reached during the above-mentioned time frame, City management will be contacted and informed to contact the applicant/employee and have such person contact or make themselves available to be contacted by the MRO to review the findings. If the applicant/employee does not make himself/herself available to be contacted by the MRO, the applicant may not be hired and an employee will be subject to discipline including discharge unless valid circumstances unavoidably prevented the employee from contacting the MRO in a timely manner.
  10. Confidentiality & Privacy. The City will attempt to ensure that all aspects of the testing process are as private and confidential as reasonably practical. As such, the City shall maintain records related to its substance abuse programs including employee test results in a secure location with controlled access. Actual test results will be provided to supervisors and managers who have a need to know such information; to the person tested; and any person permitted or required by law or regulation to receive such information including a subsequent employer.

Except as required by law, test results will not be disclosed to co-workers, an employee's family, uninvolved supervisors, or law enforcement authorities without the specific permission of the person tested.

11. The City will, however, inform the police of trafficking in illegal drugs by employees or other criminal activity and will turn over any illegal drugs confiscated on City property to the police.
12. Consequences of Testing Positive. Employees who provide valid pre-dated prescriptions for the substance(s) for which they test positive will not be disciplined.
13. The consequences of testing positive may result in discipline including termination and refusal to submit to a test will result in termination of employment. Each case shall be reviewed on its own merits. A "positive test" for purposes of alcohol testing shall mean an alcohol concentration of 0.04 or greater. However, an employee who is found to have an alcohol concentration of 0.02 or greater, but less than 0.04 shall not be permitted to perform safety-sensitive functions. A "positive test" for purposes of drug testing shall mean the presence of a drug above the levels prescribed by DOT. In the event that the Employer elects not to terminate an employee for testing positive, the Employer may condition reinstatement upon successful completion of any treatment recommended and/or approved by the MRO. An employee who undergoes such treatment shall do so at his or her expense if not fully covered by applicable insurance. Additionally, an employee undergoing recommended treatment as a condition to reinstatement may utilize sick or other available leave, but if none is available shall be placed on unpaid leave.
14. Voluntary Treatment And Counseling. (Prior to detection or selection for testing.) The City shall reasonably accommodate an employee's substance abuse problem by granting an employee's request for treatment/rehabilitation, including treatment or rehabilitation through the employee assistance program. Employees who request leaves of absence for treatment will not be subject to discipline. These unpaid leaves will be approved by management and the employee must agree to abide by the "Last Chance Agreement". Employees may not, however, escape discipline by first requesting such treatment or leaves after being selected for testing or violating City policies and rules. Such requests for treatment will be kept confidential in accordance with federal and state law.
15. The City will establish an employee assistance program which will include a committee of an equal number of City and Union representatives to review requests and assist in the preparation of a plan for an employee who feels he or she may have a substance abuse problem. Such employees coming to the employee assistance program for help will not be disciplined or retaliated against.

16. Employees caught possessing, using, selling, buying or transferring drugs or alcohol while at work, on City premises, or while using City vehicles will be terminated.
17. Employees arrested for selling drugs to, or buying them from another employee will be suspended without pay and if convicted, terminated. Depending on the circumstances, employees arrested for and convicted of other drug offenses may also be terminated.
18. Employees are responsible for their conduct and actions while under the influence and will be subject to disciplinary actions for any policy or rule violations in an impaired state. Impairment due to drugs or alcohol shall not be construed so as to condone or exonerate an employee or be considered a justifiable defense or mitigating circumstances for any improper actions, violations of City policy and procedures, or poor performance.
19. Supervisor and Employee Training. The City will ensure that persons authorized to determine reasonable suspicion, including Union representatives, are trained to recognize the symptoms of impairment and intoxication. Further, employees of the City shall be provided a copy of this policy and information pertaining to testing procedures, conduct that is prohibited, the effects of drugs and alcohol, and the consequences for violations of the policy.