



01-13-16
14-MED-04-0665
0516-04
K32969

An Agreement

Between

THE CITY OF BROADVIEW HEIGHTS

and

**THE ASSOCIATION OF BROADVIEW HEIGHTS SERVICE AND
RECREATION WORKERS
(Service and Recreation Workers)**

Effective: July 1, 2014

Expires: December 31, 2016

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
<u>Article 1: PREAMBLE</u>	1
<u>Article 2: UNION RECOGNITION</u>	1
<u>Article 3: NON-DISCRIMINATION</u>	1
<u>Article 4: MANAGEMENT RIGHTS</u>	2
<u>Article 5: DUES DEDUCTIONS</u>	2
<u>Article 6: UNION REPRESENTATIVES</u>	3
<u>Article 7: HOURS OF WORK</u>	4
<u>Article 8: SENIORITY</u>	4
<u>Article 9: DISCIPLINE</u>	5
<u>Article 10: BULLETIN BOARD</u>	6
<u>Article 11: SAFETY AND HEALTH</u>	6
<u>Article 12: WORK BY SUPERVISORS</u>	6
<u>Article 13: TEMPORARY ASSIGNMENTS</u>	7
<u>Article 14: PROMOTIONS – JOB BIDDING</u>	7
<u>Article 15: LEAVE OF ABSENCE</u>	7
<u>Article 16: JURY DUTY WITNESS LEAVE</u>	8
<u>Article 17: DISABILITY LEAVE</u>	8
<u>Article 18: SICK LEAVE</u>	8
<u>Article 19: FUNERAL LEAVE</u>	10
<u>Article 20: MILITARY LEAVE</u>	10
<u>Article 21: CALL-IN PAY</u>	10

<u>Article 22</u> : OVERTIME.....	10
<u>Article 23</u> : GRIEVANCE PROCEDURE	11
<u>Article 24</u> : NEW AND CHANGED JOBS.....	13
<u>Article 25</u> : HOSPITALIZATION INSURANCE	13
<u>Article 26</u> : CONFORMITY TO LAW	14
<u>Article 27</u> : HOLIDAYS	14
<u>Article 28</u> : LONGEVITY	15
<u>Article 29</u> : WAGES	15
<u>Article 30</u> : VACATIONS	18
<u>Article 31</u> : LABOR MANAGEMENT COMMITTEE	18
<u>Article 32</u> : FAMILY MEDICAL LEAVE.....	18
<u>Article 33</u> : DRUG AND ALCOHOL TESTING.....	19
<u>Article 34</u> : NEGOTIATIONS PROCEDURE.....	19
<u>Article 35</u> : DURATION OF AGREEMENT.....	21
Letters Of Intent In Connection With Negotiations For The Collective Bargaining Agreement For The Period 1/1/06 -12/31/08.....	23
Memoranda Of Understanding In Connection With Negotiations For The Collective Bargaining Agreement For The Period 1/1/06 -12/31/08	26
Memorandum Of Understanding In Connection With Negotiations For The Collective Bargaining Agreement For The Period 1/1/10 -12/31/12	28
<u>APPENDIX I</u> : City Drug and Alcohol Testing.....	29

PREAMBLE

ARTICLE 1

Section 1.1. This Agreement is hereby entered into by and between the City of Broadview Heights, hereinafter referred to as the "Employer", and the Association of Broadview Heights Service and Recreation Workers, hereinafter referred to as the "Union".

UNION RECOGNITION

ARTICLE 2

Section 2.1. For the purpose of this Agreement, the Employer recognizes the Union as the sole and exclusive Representative as to wages, terms and conditions of employment for all full-time bargaining unit employees. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees including Automotive Mechanic, General Mechanic, Maintenance Machine Operator, Construction Maintenance, Environmental Maintenance Specialist, Maintenance 1st Class, Maintenance 2nd Class, Maintenance 3rd Class, and Service and Recreation Department Laborer.

Section 2.2. Excluded are all clerical, casual and seasonal, professional, management-level employees, guards and supervisors as defined in the Act, and all other employees of the Employer.

NON-DISCRIMINATION

ARTICLE 3

Section 3.1. The Employer and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, disability, disabled veteran, or veteran of Viet Nam era.

Section 3.2. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3.3. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any representatives of the Employer against any bargaining unit employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union,

Section 3.4. The Union recognizes its responsibility as bargaining unit agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 3.5. The Union agrees not to interfere with the rights of employees who do not become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

MANAGEMENT RIGHTS

ARTICLE 4

Section 4.1. Any and all rights concerned with the management of Broadview Heights Service and Recreation Departments 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 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, 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 City as a unit of government;
- h) Effectively manage the work force;
- i) Take actions to carry out the mission of the City as a governmental unit.

Section 4.2. It is understood and agreed that all customary and usual rights, powers, functions and authority of management are retained by the Employer, except as specifically abridged or modified by this Agreement.

DUES DEDUCTIONS

ARTICLE 5

Section 5.1. The Employer agrees to deduct Union dues for the bargaining unit employees upon the successful completion of their individual probationary periods.

Section 5.2. The Employer agrees to deduct regular Union membership dues once each month from the pay of an employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form provided by the Union must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer and provide the Union with a list of employees, dues paid and present mailing address.

Section 5.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, regarding the deductions of Union dues. The Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings by any claims, actions or proceedings by any employee problem arising from deductions made by the Employer pursuant to this Article. Once these funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: 1) termination of employment; 2) transfer to another job other than one covered by the bargaining unit; 3) layoff from work; 4) unpaid leave of absence; 5) revocation of the check-off authorization in accordance with the terms of this Agreement as contained herein and applicable State and Federal Laws; 6) resignation by the employee from the Union.

Section 5.5. The Employer shall be obligated to make dues deductions from any employee, during the month involved, provided wages are paid during the deduction period.

Section 5.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions.

Section 5.7. The rate at which dues are to be deducted shall be certified to the City Finance Director by the Union during January of each year. One (1) month advance notice must be given the Finance Director prior to making any changes in an individual's dues deduction.

Section 5.8. 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.

UNION REPRESENTATIVES

ARTICLE 6

Section 6.1. The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of a

Union representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from the supervisor in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in good faith processing of grievances, and at any meetings at which the Employer requests a representative be present.

Section 6.2. The Union shall notify the Employer in writing of the names of all Union Representatives: Steward, Director and Officers. The Union shall provide the Employer in writing the addresses and telephone numbers of the above designated representatives. Union representatives will not be recognized by the Employer until the Employer is notified in writing.

HOURS OF WORK

ARTICLE 7

Section 7.1. The normal work hours for regular full-time employees shall be forty (40) hours in a seven (7) day period, starting at 12:01 a.m. Sunday to midnight Saturday. It is expressly understood that the scheduling of employees within such seven (7) day period is a management right.

Section 7.2. Employees will normally be permitted thirty (30) minutes for a meal period at a designated lunch area or on site of the crew operation. There shall normally be two (2) fifteen (15) minute breaks; one in the middle of the first half of the shift and one in the middle of the second half of the shift.

Section 7.3. All hours worked on Sundays will be at the rate of 1 1/2 hours. There will be no pyramiding of overtime associated with this section.

Section 7.4. In the Service Department only, employees shall be allowed to bid upon shift and work schedules within each classification based upon seniority. The Employer will post work schedules for Service Department employees two (2) weeks in advance of the start of such work schedules. The Employer may modify such work schedules with less than two (2) weeks notice in the event of an emergency or exigent circumstances.

SENIORITY

ARTICLE 8

Section 8.1. Full-time employees shall be considered on probationary status for a period of one (1) year from the date of last hire. During the probationary period, employees are exempted from coverage under Article 9 (Discipline) and 29 (Wages) and from filing grievances under those provisions.

Section 8.2 Full time employees who are promoted on or after the date of ratification of this Agreement shall serve a ninety (90) day promotional probationary period during which time

they may be returned to their previous position without break in seniority if in the sole judgment of the employer, the employee lacks the skills or is otherwise unsuited to continue in the position to which he or she was promoted.

Section 8.3. Seniority shall mean an employee's uninterrupted length of continuous service with the Employer measured from his last hiring date as a full-time employee. An employee shall have no seniority for the probationary period provided in Section 8.1, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 8.4. Continuous service and seniority shall be terminated when an employee:

- a) quits or resigns;
- b) is discharged for just cause;
- c) is laid off for a period of twenty-four (24) consecutive months;
- d) fails to report to work within seven (7) calendar days when recalled from layoff by certified mail addressed to the employee's last known address as shown in the Employer's records.
- e) is absent without report for five (5) consecutive work days, unless the employee can demonstrate that it was not possible for him to notify the Employer.

Section 8.5. In the event of a lay-off, members of the bargaining unit shall be laid-off and recalled within the affected Classification Series by seniority. Those laid off within a classification series may bump a less senior member in an equal or lower rated position within that classification series, provided the employee has the requisite skills to perform the duties of the less senior "bumped" member. Members shall not be permitted to bump across Classification Series. There are three (3) Classification Series: Classification Series 1 – Parks and Recreation; Classification Series 2 – Building Maintenance; and, Classification Series 3 – Service. Those employees in the positions of Automotive Mechanic, Maintenance Machine Operator, Construction Maintenance, and Environmental Maintenance Specialist shall be in Classification Series 3. Those employees in the position of General Mechanic shall be in Classification Series 2. Those employees in the positions of Maintenance 1st Class, Maintenance 2nd Class, Maintenance 3rd Class, and Service and Recreation Department Laborer shall be in Classification Series 1, Classification Series 2 or Classification Series 3 in accordance with the employee's assignment as designated by the Service Director who shall maintain a seniority list for each Classification Series.

Section 8.6. A member of the bargaining unit whom is laid-off shall be subject to recall from lay-off for a period of two (2) years provided that he maintains his current address and telephone number with the Employer.

DISCIPLINE

ARTICLE 9

Section 9.1. Employees shall be disciplined for just cause.

Section 9.2. Any disciplinary action or demotion taken against a non-probationary employee may be processed in accordance with the Grievance Procedure in Article 23 of this Agreement.

Section 9.3. Records of disciplinary action that are more than one (1) year old, except for suspensions, will not be considered for future discipline.

Section 9.4. An employee may request that a Union representative be present during any investigatory interview between the Employer and an employee which the employee reasonably believes might result in disciplinary action against him/her.

BULLETIN BOARD

ARTICLE 10

Section 10.1. The Employer shall provide the Union with one (1) bulletin board in the Service Garage for legitimate Union purposes. There shall be no defamatory, derogatory or scurrilous matter against the Employer or any of its officials, officers or agents posted on such board.

SAFETY AND HEALTH

ARTICLE 11

Section 11.1. The Employer will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

Section 11.2. Disputes concerning unsafe conditions are to be discussed with departmental supervision as soon as practicable. If after discussions the issue is not resolved, employee(s) may enter the dispute at the Third Step of the Grievance Procedure.

WORK BY SUPERVISORS

ARTICLE 12

Section 12.1. Supervisors will not perform bargaining unit work to the extent that it results in a lay-off or reduction of hours of work by bargaining unit employees.

Section 12.2. Except for emergencies, supervisors will not perform bargaining unit work to deny overtime opportunities to bargaining unit employees

TEMPORARY ASSIGNMENT

ARTICLE 13

Section 13.1. Employees who are assigned and actually work in a higher rated classification for eight (8) consecutive hours or more shall receive the rate of the classification for the period so assigned.

PROMOTIONS - JOB BIDDING

ARTICLE 14

Section 14.1. When a vacancy, opening or new job occurs as determined solely by the City, in the classifications covered by this Agreement, the City shall post in the department where the vacancy, opening or new job occurs, a notice of the vacancy or opening for five (5) work days. During the five (5) work days, employees from the department involved may bid for the posted job. The job may be awarded within a reasonable time thereafter but in no event more than ten (10) days after the closing of the bid. In awarding the job, the City will consider seniority and the employee chosen, in the sole judgment of the City, must be able to perform the job on a forthwith basis or possess the requisite skills and aptitudes to do so. Job Bidding shall be limited to only higher or lateral rated job classifications. Promoted employees shall serve a probationary period as set forth in Article 8, Section 8.2.

Section 14.2. If no member of the bargaining unit applies or if management determines that none of the applicants from the bargaining unit is qualified for the position, the City may fill the position by hiring a qualified new employee from outside the bargaining unit.

LEAVE OF ABSENCE

ARTICLE 15

Section 15.1. Upon written request to the Employer, a full-time non-probationary employee may be granted a Leave of Absence without pay, for sickness and disability not covered pursuant to Article 17 or 18 or other good cause, provided, however, that no Leave of Absence shall be granted for the purpose of permitting an employee to seek and/or accept other employment, and no employee who is on Leave of Absence shall accept gainful employment elsewhere. Such Leave of Absence shall be subject to the written approval of the Employer, and shall be for a period not exceeding six (6) months.

Section 15.2. If an employee fails to honor the reason for such granting of the Leave of Absence or overextends the approved time, his employment may be terminated.

JURY DUTY WITNESS LEAVE

ARTICLE 16

Section 16.1. Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his regular hourly rate, less any compensation received from such court for jury duty, as provided in the Revised Code.

Section 16.2. Any employee who is subpoenaed to be a witness in a civil or criminal proceeding pertaining to an employee's official duties or responsibilities or as a fact witness in either a federal, county or municipal court shall be paid his regular hourly rate, less any compensation received for being a witness.

DISABILITY LEAVE

ARTICLE 17

Section 17.1. All full-time employees shall be granted up to 180 calendar days from the date of initial injury received in the course of employment. In the event accumulated sick leave is available, the first ten (10) days of such work related disability shall be charged to the 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, and any remaining work related disability leave shall be charged to the disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

Section 17.2. Any employee who obtains a paid leave under this Article and files for Worker's Compensation must sign a waiver assigning to the City those sums of money (temporary total disability benefits) he would ordinarily receive as his compensation as determined by law for those number of weeks he receives benefits under this Section. 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.

Section 17.3. Written verification that the injury was incurred during the course of employment shall be given to the Mayor by the injured employee's Department Head (time, date and detailed description of the injury shall be included in this verification). In order to receive compensation, a physician's statement substantiating the medical necessity for the employee to remain in such disability must be submitted weekly.

SICK LEAVE

ARTICLE 18

Section 18.1. Every employee shall be entitled to 1-1/4 days sick leave per month of service, while actually disabled by sickness or physical injury, and shall be allowed the same compensation on sick leave as if actually employed.

Section 18.2. The sick leave herein provided for shall be applied to scheduled work days only.

Section 18.3. 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.

Section 18.4. Employees shall, at the time of retirement from active full-time service with the Employer, with ten or more years of continuous service with the City, be paid in cash for one-third (1/3) of the employees accrued but unused sick leave, up to a maximum accrual of 140 days. 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 52 weeks and 5 days per week.

For this calculation, paid vacation days and holidays are considered work days. 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 City only once for any employee during his lifetime. This section shall only apply to the retirement of lifetime 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.

Section 18.5. If an employee is sick for three (3) consecutive days, the Service or Recreation Director may require a certificate from a licensed physician to be filled not later than four (4) days after the commencement of the sickness or disability.

Section 18.6. An employee who is to be absent or sick shall notify his supervisor of such absence and the reason therefore within a reasonable time before the start of his shift each day he is absent and may be required to substantiate such absence on return to work.

Section 18.7. 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. "Immediate family" shall mean father, mother, sister, brother, grandparents, wife, husband or children related either by blood or marriage to the employee and who are residing with the employee.

Section 18.8. An employee who, without service interruption, transfers from this Department to another Department of the City shall be allowed to transfer his accumulated sick leave to the new Department.

FUNERAL LEAVE

ARTICLE 19

Section 19.1. Full-time employees shall be granted up to three (3) paid days (or fewer days as the employee may be absent) for the death in their immediate family: mother, father, step-mother, step father, spouse, children, step-children; sibling, mother-in-law, father-in-law, grandparents, and grandchildren. Attendance at the funeral or memorial service in lieu of the funeral is a prerequisite to receive the benefit; and the paid time-off must be on the days the employee was scheduled to work. Full-time employees shall be granted one (1) day of funeral leave for the death of a brother-in-law or sister-in-law. Employees may utilize sick leave, to be deducted from the sick bank, for up to two (2) days for the death of a brother-in-law or sister-in-law in addition to the one (1) paid day of funeral leave.

MILITARY LEAVE

ARTICLE 20

Section 20.1. An employee shall be granted a leave of absence for military leave in accordance with State and Federal Laws.

CALL-IN PAY

ARTICLE 21

Section 21.1. A full-time employee who is called into work on an emergency basis as defined by the City and at a time when he is not regularly scheduled to report to work shall receive a minimum of four (4) hours of work or four (4) hours pay at the applicable rate of pay. Any and all call-ins resulting from snow removal requirements are specifically excluded from this provision.

OVERTIME

ARTICLE 22

Section 22.1. Employees will be paid time and one-half (1 1/2) of their straight time rate of pay for hours worked in excess of forty (40) hours in any one work week.

Section 22.2. For the purposes of overtime compensation, longevity compensation shall be included in the base rate for such compensation. All other hours paid, but not worked for any reason, except holiday, vacation and funeral leave days shall be excluded in determining the total number of hours worked for overtime computation purposes.

Section 22.3. The assignment of overtime shall be determined solely by the Employer. However, the Employer will attempt to distribute overtime opportunities as equally as practicable among qualified, available employees consistent with operational needs.

Section 22.4. It is understood that nothing in this clause shall require payment for overtime hours not worked; there shall be no payment for overtime hours not worked; and there shall be no pyramiding of overtime.

Section 22.5. Upon the request of an employee, the City may grant compensatory time off at the rate of one and one half hours of compensatory time for every one hour of overtime worked in lieu of receiving overtime pay. Compensatory time must be approved in advance by the supervisor or department head. In no event shall compensatory time off be taken if it will result in overtime being granted to another employee. Compensatory time off may be accumulated to a maximum of one hundred twenty (120) hours. Accumulated compensatory time must be taken or paid prior to December 1st of each year except that an employee may carry over up to sixty (60) hours of compensatory time to the next calendar year. An employee upon resignation, death, retirement or other termination of employment shall be paid for any accumulated but unused compensatory time based upon the prevailing regular hourly rate at the time of such separation. The City shall not discriminate against employees in offering overtime opportunities on the basis of whether the employee will agree, is more likely to agree, or has a past propensity to take compensatory time in lieu of receiving overtime pay.

GRIEVANCE PROCEDURE

ARTICLE 23

Section 23.1. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the Employer or the Union, which tend to impair or weaken the Grievance Procedure are improper.

Section 23.2. A grievance is a dispute or a difference between the Union and the Employer, or between the Employer and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement. Wherein such grievance arises, the following procedure will be observed:

Step 1. An employee who has a grievance must submit it in writing to the Director of his department (Service or Recreation) within twelve (12) calendar days after the occurrence of the events upon which his grievance is based. The grievance shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and/or the steward. The appropriate Director shall give his answer in writing to the grievant or the Steward within seven (7) calendar days after receiving the grievance.

Step 2. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Mayor within twelve (12) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall meet with the appropriate Union representative within seven (7) calendar days after receipt of the appeal. The Mayor or his designee shall issue a written decision to the Union within seven (7) calendar days from the date of the meeting. The Mayor's decision shall be final and binding with respect to discipline consisting of an oral or written reprimand.

In the event the Employer fails to timely respond to a grievance at Step 1, it shall automatically proceed to Step 2 of the Grievance Procedure.

Step 3. In the event a grievance is unresolved after Step 2, or the Employer fails to answer within the time frame at Step 2, then within twenty five (25) calendar days after the rendering of the decision at Step 2, the Union may submit the grievance to arbitration. Within this twenty five (25) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator from the permanent panel of arbitrators. The permanent panel of arbitrators shall consist of 1) Robert Stein; 2) Harry Graham; 3) Virginia Wallace-Curry; 4) Nels Nelson; and 5) Gregory Van Pelt. However, if the parties are unable to agree from among the named arbitrators, then within five (5) calendar days the party wishing to proceed to arbitration shall request a list of arbitrators from the American Arbitration Association. The arbitrator shall be selected from the list using the alternate strike method. The parties shall submit the matter to the American Arbitration Association for administration unless the arbitrator selected by the parties agrees to arbitrate the matter outside the jurisdiction of the American Arbitration Association.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is requested by the Employer. Any request made by either party for the employee's attendance shall be made in good faith, and at no time shall the number of employees in attendance adversely affect the normal operations of the Department.

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

NEW AND CHANGED JOBS

ARTICLE 24

Section 24.1. If substantial changes occur in the method of operations within the general scope of the work performed by members of this unit which required the establishment of a new job classification as determined solely by the Employer, the Employer shall establish and describe the content of the job and it shall establish a pay structure for that job. The content of the job and the pay structure shall then be reviewed with the Union. If the Union is not in agreement with the rate of pay for the job, it can file a grievance at Step 3 of the Grievance Procedure within thirty (30) days following the termination of discussions concerning the rate of pay. If the grievance is arbitrated, the arbitrator shall have the authority to recommend the proper rate of pay for the job or he shall recommend placing the job within the rate of pay for that classification. The arbitrator's recommendation shall become final and binding and the rate of pay shall be retroactive to the date an employee actually worked in the new classification. Any rate and classification agreed to by the Employer and the Union shall become part of the wage schedule to this Agreement.

HOSPITALIZATION INSURANCE

ARTICLE 25

Section 25.1. Subject to Section 25.3, 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 25.03. (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.)

Section 25.2. 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.

Section 25.3 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.

CONFORMITY TO LAW

ARTICLE 26

Section 26.1. The provisions of this Agreement shall 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.

Section 26.2. 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.

Section 26.3. In the event any provision is determined unlawful, the contract shall be reopened on that provision and the City and the Union shall meet within thirty (30) calendar days for the purpose of negotiating lawful alternative provisions.

HOLIDAYS

ARTICLE 27

Section 27.1. Each full-time employee shall be entitled to the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. New Year's Eve
12. Employee Birthday

Section 27.2. The Birthday Holiday will be considered a "floating" holiday for scheduling purposes provided that it is requested at least one (1) week in advance and operating conditions permit the floating day to be scheduled off.

Section 27.3. If full-time employees are required to work the following holidays they will be compensated at the rate of time and one-quarter (1 1/4) times the straight time hourly rates:

1. New Years' Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. New Year's Eve

Section 27.4 Each full-time employee will be granted two (2) personal days each year which must be approved in advance by the Department Director and used annually.

LONGEVITY

ARTICLE 28

Section 28.1. Full-time employees of the Broadview Heights Service and Recreation Departments shall be entitled to longevity pay at the rate of \$9.00 per month of service after completion of five (5) years of service and paid on the anniversary date of such employment.

Section 28.2. Employees shall receive a maximum annual payment of two thousand, one hundred and sixty dollars (\$2,160.00).

WAGES

ARTICLE 29

Section 29.1. The following represents the top hourly wage rate for employees who have been employed by the City for three (3) or more years, have completed appropriate training programs and have completed the one (1) year probationary period:

	^{1%} Effective 7-1-2014	^{2%} Effective 1-1-2015	^{2%} Effective 1-1-2016
Automotive Mechanic	\$26.02	\$26.54	\$27.07
General Mechanic	\$24.26	\$24.75	\$25.25
Maint. Machine Operator	\$24.26	\$24.75	\$25.25
Construction Maintenance	\$24.26	\$24.75	\$25.25
Env. Maint. Specialist	\$22.58	\$23.03	\$23.49
Maintenance 1st Class	\$22.32	\$22.77	\$23.23
Maintenance 2nd Class	\$19.79	\$20.19	\$20.59
Maintenance 3rd Class	\$18.56	\$18.93	\$19.31

Service/Rec. Stan	\$11.25	\$11.48	\$11.71
Laborer 12 months	\$12.83	\$13.09	\$13.35

Section 29.2. Based on the employee's years of service with the City the following wage rate will apply:

- 0-1 Year – Probationary rate determined by Management
- Upon Completion of 1 year - 90%
- Upon Completion of 2 years - 95%
- Upon Completion of 3 years - 100% (Top Rate)

The City may prevent an employee from progressing to the next wage rate in the event of a significant attendance, tardiness, or discipline problem. For purposes of this Section, an attendance or tardiness problem shall be deemed significant when such absences or tardiness violates the Absence Control Policy dated December 26, 2002 which shall remain effective until the expiration of this agreement. For purposes of this Section, a disciplinary problem shall be deemed significant in the event an employee is suspended from work for three (3) or more days and the suspension is not appealed or the Union is not successful in overturning the suspension.

Note: Depending on the level of demonstrated experience and performance, the City may accelerate the wage rate progression of an employee.

Section 29.3. A newly promoted employee shall be compensated at an hourly rate closest to his own rate that reflects at least a fifteen cent (15¢) per hour increase. A promotion shall be defined as a change to a new classification where the new classification has a top rate of pay higher than the top rate of pay of the current classification. This does not include changes between the Maintenance 1st Class, Maintenance 2nd Class, Maintenance 3rd Class and/or Service/Rec. Laborer classifications.

Section 29.4. Employees assigned by the Service Director or the Recreation Director to perform crew leader duties shall receive the additional pay in the amount of \$1.70 per hour, for hours assigned and worked in that capacity.

Section 29.5. Full-time employees of the Service Department and Recreation Department will be reimbursed for up to six hundred seventy five dollars (\$675.00) per employee per year for the purchase of work shoes and cold weather gear. The sum shall be considered taxable income to the employee and paid in accordance with applicable City policy. Said cold weather gear must be kept in good repair and used only for City business.

Section 29.6. "Shift Differential" - Employees scheduled to work the following shifts shall be entitled to the following shift differential of \$1.10 per hour (Second and Third shift) for such hours scheduled and worked:

Section 29.7. Full-time employees shall be reimbursed for licensing, certifications and/or training fees necessary for the performance of their job (i.e. HVAC, Applicators license, Mechanic Certifications). This reimbursement is not for CDL or drivers licenses or other like

licensing and/or certification requirements. Prior approval of the Service Director is required and employees must pass licensing and/or certification requirements to be reimbursed.

Section 29.8. Employees in the Sewer Department and the Environmental Maintenance Specialist assigned standby during non-scheduled hours of work and required to be available for immediate response shall be entitled to an additional thirty dollars (\$30.00) per week when so assigned. These sums shall be considered add-ons and shall be excluded from any and all economic calculations based on wages. Employees who are assigned standby under this section shall also be paid for time actually worked at their applicable rate of pay. Employees so assigned under this Section who are not available to respond or do not respond within thirty (30) minutes when so notified shall forfeit payment for that week and may be subject to disciplinary action depending on the individual circumstances. In the event more than one (1) stand by situation is required, the greater weekly stipend shall be paid.

Section 29.9. Any Employee assigned by the Service Director or his designee to operate the sewer camera shall receive the operator's rate of pay provided the employee has been assigned and actually works in such capacity for an eight (8) hour day.

Section 29.10. In the event the Employer assigns a Crew Leader as the "Advanced Crew Leader," such Advanced Crew Leader shall receive an additional \$1.30 per hour for all hours assigned by Management and actually worked by the employee as an Advanced Crew Leader.

Section 29.11. Service Department shall be subject to the following seasonal snow removal standby procedure:

1. No later than November 1st of any given year, Management will identify the seasonal dates which will constitute the standby period.
2. The beginning date will be no later than November 15th. The beginning of a pay period will be normal. The ending date will be March 15. The end of a work week will be used.
3. The list will be six (6) standby employees.
4. The stipend for standby will be \$50.00 (fifty dollars) per week.
5. Employees eligible for shift differential will not receive standby pay. The standby crews may be reduced in size during the period in which second and third shifts are utilized.

Any employee designated on standby status who does not report within one (1) hour of a call-in will forfeit the stipend for that week.

VACATIONS

ARTICLE 30

Section 30.1. All full-time employees of the City of Broadview Heights shall be entitled on their anniversary date of hire to the following paid vacation provided that they have worked at least 1,040 hours in his preceding anniversary year and have accrued the required years of service.

<u>YEARS OF SERVICE</u>	<u>NUMBER OF WEEKS</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 15 years	5 weeks

Section 30.2. Advance pay, will be available to employees upon request for vacations up to a maximum of one (1) week. Requests must be filed with the Finance Department by Tuesday of the week preceding the vacation week.

Section 30.3. Vacation time may be carried over from one (1) anniversary year to the next year only. Such carry over shall be limited to the employee's annual vacation eligibility only.

Section 30.04. An employee may, one time per year with at least two weeks' notice to the employer, convert forty (40) hours of unused accumulated vacation time to a lump sum cash payment.

LABOR MANAGEMENT COMMITTEE

ARTICLE 31

Section 31.1. A Labor/Management Committee consisting of two (2) individuals who represents the Union and two (2) who represent the Administration shall be established.. This committee may meet as necessary to discuss items of concern to the employees and management of the Service Department.

FAMILY MEDICAL LEAVE

ARTICLE 32

Section 32.1. 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.

Section 32.2. The Employer may require an employee to use accrued vacation, personal leave or accumulated sick leave which shall be inclusive of the twelve (12) weeks of Family Medical Leave.

Section 32.3. 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.

DRUG AND ALCOHOL TESTING

ARTICLE 33

Section 33.1. 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.

Section 33.2. 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.

NEGOTIATION PROCEDURES

ARTICLE 34

Section 34.1. 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.

Section 34.2. 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.

Section 34.3. 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.

Section 34.4. 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.

Section 34.5. Before the conclusion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiation session.

Section 34.6. 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.

Section 34.7. 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.

Section 34.8. 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.

Section 34.9. 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.

Section 34.10. 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.

Section 34.11. 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 45th 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.

Section 34.12. 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.

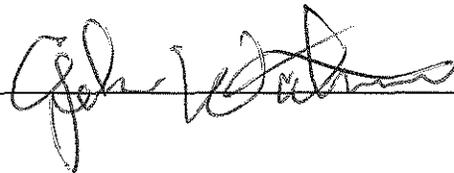
DURATION OF AGREEMENT

ARTICLE 35

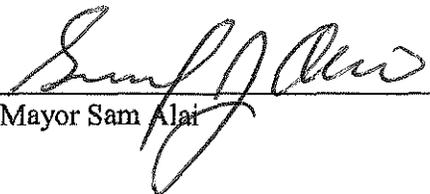
Section 35.1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and shall remain in full force and effect until December 31, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 20 day of Oct., 2014.

FOR THE UNION:

By: 

FOR THE EMPLOYER:

By: 
Mayor Sam Alai

Approved as to Legal Form and
Correctness:



Vince Ruffa, Director of Law

Approved by ^{Resolution} Ordinance No. 14-151 passed this 20 day of Oct., 2014.

**LETTERS OF INTENT IN CONNECTION WITH
NEGOTIATIONS FOR THE COLLECTIVE BARGAINING AGREEMENT FOR THE
PERIOD 1/1/06 -12/31/08**

October 1, 2006

Brad Bryan, Esq.
Goodwin & Bryan, LLP
22050 Mastick Road
Fairview Park, Ohio 44126

Dear Mr. Bryan:

During the 1996 negotiations continuing through the most recent negotiations, the parties mutually recognize the serious nature of problems related to substance abuse and the need to protect the City's rights and interest as well as the employees' rights in this area. Therefore the following guidelines will apply:

1. An employee will submit to medically reliable testing procedures if there is reasonable suspicion to suspect the employee of substance abuse and the City directs an employee to do so. The cost of the testing shall be borne by the City.
2. Discipline resulting from substance abuse will be handled on an individual basis and the Union will be informed of the City's action as soon as practical.
3. Grievances involving substance abuse may be initiated at the third step of the grievance procedure.

Very truly yours,

/s/

James A. Budzik

Confirmed: /s/
Brad Bryan, Esq.

Dated: November 21, 2006

-and-

October 1, 2006

Brad Bryan, Esq.

Goodwin & Bryan, LLP
22050 Mastick Road
Fairview Park, Ohio 44126

Dear Mr. Bryan:

This will confirm and incorporate the 1996 understanding and most recent negotiations and Union's concerns relative to the contracting out of bargaining unit work by the City. Specifically, the Union requested that prior to the City making the decision to contract-out services currently being performed by bargaining unit members, that it be given notification of the City's intention to contract out such work. To that end, the City will notify the Union of its intention to contract out such work prior to the final decision being made.

Very truly yours,

/s/

James A. Budzik

Confirmed: /s/ _____
Brad Bryan, Esq.

Dated: November 21, 2006

-and-

October 1, 2006

Brad Bryan, Esq.
Goodwin & Bryan, LLP
22050 Mastick Road
Fairview Park, Ohio 44126

Dear Mr. Bryan:

This letter will confirm the parties' understanding that the removal of the word "demote" from Article I Section 4.1(e) is simply an administrative correction. Its removal shall have no impact on the interpretation of this Section. This Section shall be interpreted as though the word "demote" was never present.

Very truly yours,

/s/

James A. Budzik

Confirmed: /s/ _____
Brad Bryan, Esq.

Dated: November 21, 2006

**MEMORANDA OF UNDERSTANDING IN CONNECTION WITH
NEGOTIATIONS FOR THE COLLECTIVE BARGAINING AGREEMENT FOR THE
PERIOD 1/1/06 -12/31/08**

The City of Broadview Heights, hereinafter the "City" and the Association of Broadview Heights Service and Recreation Workers, hereinafter the "Union" mutually agree to incorporate the following relative to the City's privatizing of Rubbish Collection for the term of this Agreement as set forth in the prior contract's Memorandum of Understanding:

1. It is the intent of the City to ensure that the employees of the service department will not be laid-off as a direct result of the City's action to contract out rubbish collection;

2. Considerations as described in #1 above shall be applicable to all service department employees hired prior to the effective date of the contracting out service;

-and-

3. It is in the best interest of the City to provide efficient and cost effective services to its residents. To that end, and to afford the Union an opportunity to express its concerns and opinions, the City will continue to discuss non-emergency contracting out services that are contemplated to be "on-going" prior to making a formal commitment to such contracting out.

Dated this 22nd day of November, 2006.

For the Union:

For the City:

/s/
Brad Bryan, Esq., for the
Association of Broadview Heights
Service and Recreation Workers

/s/
James A. Budzik, Esq.
for the City of Broadview Heights

-and-

The parties, City of Broadview Heights ("Employer") and the Association of Broadview Heights Service and Recreation Workers ("Union") agree that for 2006 only the following shall apply under Article XXCTI (Holidays), Section 27.4:

Whereas Section 27.4 grants two (2) personal days to bargaining unit employees each year of the Collective Bargaining Agreement, however, employees will not be able to timely schedule such days during 2006, it is agreed that each bargaining unit employee will be paid for one (1) personal day for 2006 only and that if the other personal day cannot be scheduled by the end of the calendar year, it may be carried over for use during the 2007 calendar year.

This Memorandum of Agreement is entered into this 21st day of November, 2006.

FOR THE UNION:

FOR THE EMPLOYER:

/s/ _____

/s/ _____

**MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH
NEGOTIATIONS FOR THE COLLECTIVE BARGAINING AGREEMENT FOR THE
PERIOD 1/1/10 -12/31/12**

The City of Broadview Heights, hereinafter the "City" and the Association of Broadview Heights Service and Recreation Workers, hereinafter the "Union," in connection with their negotiations reaching a collective bargaining agreement for the term beginning January 1, 2010 through December 31, 2012, mutually agree to the following:

1. The parties hereby memorialize their agreement and understanding that the terms of their collective bargaining agreement for the period ending December 31, 2008 were extended for one year, until December 31, 2009;
2. Upon the execution of this agreement each member of the bargaining unit who was a member on January 1, 2010, shall receive a one-time stipend of \$500.00;
3. For calendar year 2010 only, members shall not be entitled to the clothing allowance of \$150.00 as otherwise set forth in Section 29.5 of the Agreement.
4. In the event the City determines it necessary to cease all or most of the Service Department's activities for a period of time during the summer months – known as the Summer Shutdown – then the City shall meet and confer with the Union at least 60 days before the scheduled shut down to inform the Union of the proposed plans and explore ways to minimize the impact on the employees including the furloughs that may result. However, in no event shall the Summer Shutdown exceed thirty (30) days. Moreover, the Service Director may not assign, without the Employee's consent, more than one-half (1/2) of the employee's scheduled vacation during the Shutdown period. The City will endeavor to meet the needs of individual members with regard to scheduling of vacation and other matters relating to the Summer Shutdown.
5. The Union may reopen negotiations regarding wages for 2012 by serving upon the City a Notice to Negotiate no later than November 1, 2012. The parties shall conduct any negotiations with respect to this reopener in accordance with procedures set forth in Article 34.
6. Members shall receive as paid holidays Christmas Eve and New Years Eve in addition to those set forth in Article 27. Because these holidays fall on a weekend during 2011, for that year, they will be considered floating holidays.

For the Union:

For the City:

John Watral, President
Association of Broadview Heights
Service and Recreation Workers

Sam Alia, Mayor
City of Broadview Heights

Dated: _____

Dated: _____

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.
- g. Return to Duty. An employee who tests positive for drugs or alcohol shall not be permitted to return to duty until he/she produces a negative test result and completes any recommended rehabilitation.

2. Employees will be directed to cooperate in urine and alcohol tests under the following circumstances:
 - a. Post accident as described above.
 - b. The appearance, speech, or actions of an employee causes a supervisor to reasonably suspect that the employee's ability to work may be impaired by alcohol or drugs.
 - c. As part of a required physical examination in which the employer will cover the cost of the test.
 - d. The employee tested positive previously and agreed to or is required to participate in follow-up testing.
 - e. The employee is selected at random for drug and/or alcohol testing.
 - f. Prior to returning to work if the employee has previously tested positive.
 - g. The employee is promoted or transferred into a safety-sensitive position from any non-safety sensitive position.
3. Employees who refuse to be tested are subject to discipline up to and including, discharge, depending upon the circumstances and the requirements of applicable law. Each employee shall be paid his/her regular hourly wage for the time involved in taking any drug/alcohol test required by the City.
4. All applicants for employment must submit to pre-employment testing for evidence of drug use. Refusal of an applicant to be tested will result in the applicant not being hired. The City will obtain, according to DOT regulations, information on positive alcohol and controlled substances tests and refusals to be tested within the preceding two (2) years from the previous employers. This information will be reviewed no later than fourteen (14) days after the employee performs safety-sensitive functions.
5. Urine specimens will be collected at a designated collection site under circumstances designed to prevent sample switching or tampering. Urine specimens will be sealed and sent via courier to a certified lab for testing. Detailed records will be kept to prevent misidentification of samples.
6. The following protocol will apply to all specimen collections:
 - 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.