LECTIVE BARGAINING AGREEMENT

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BETWEEN

City of Riverside
Pride • Progress • Possibilities

AND

City of Riverside
Public Services Department

CWA

COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO/CLC

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PREAMBLE

This Collective Bargaining Agreement (hereinafter "Agreement") is entered into between the City of Riverside (the "City" or "Employer"), and the Communications Workers of America, AFL-CIO/CLC ("Union").

ARTICLE 1
General Provisions

Section 1. Purpose. This Agreement incorporates the agreement reached between the City and the Union concerning wages, hours, terms and other conditions of employment for employees included in the Bargaining Unit described below and reduces said agreement to writing as required by Section 4117.09, Revised Code.

Section 2. Cooperation. The parties to this Agreement recognize the important public service here involved. The parties mutually recognize the responsibility of both the employees and the Employer to the public requires that any disputes arising between the employees and the Employer be adjusted and settled in an orderly manner without interruption to such service to the public. To these ends, the Employer and the Union agree to encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels among all employees.

Section 3. Application. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. Term "employee" or "employees" where used herein, without otherwise being qualified or described, refers to all employees in the bargaining unit.

ARTICLE 2
Recognition and Coverage

Section 1. Recognition. The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages, hours, terms and other conditions of employment during the term of this Agreement, and any continuation or modification thereof, for the employees in the Riverside City Service Department in the bargaining unit as set forth in the certification issued by the State Employment Relations Board:

Included: Full-time regular employees in the classifications: Maintenance Worker, Equipment Operator, Service Department Secretary and Working Foreman.

Excluded: Supervision, Confidential employees, Professional Employees and all others excluded pursuant to the Statute.

The Employer will not recognize any other person as the collective bargaining representative for any employees within the bargaining unit referenced above.

Section 2. Bargaining Unit. The Union will not seek to include in the bargaining unit any person excepted from the definition of "Public Employee" under Chapter 4117 of the Ohio Revised Code nor will it seek to apply this Agreement to other individuals employed by the City.

Section 3. Title Changes. In the event the City elects to change the title of a job classification listed above, and the duties of the Employee in such new job classification remain substantially the same as they were under the old job classification, such new job classification will continue to be included in the Bargaining Unit.

Section 4. New Classifications. Within fifteen (15) days of the delivery of notice by the City to the local Union by certified mail of the City's intention to create any new job classification within the City Service Department, a City designee and the local Union President or his designee shall meet for the purpose of discussing the appropriateness of the inclusion of any such new job classifications in the Bargaining Unit. If the City designee and the local Union President or his designee agree on the issue of including any such new job classification in the Bargaining Unit, the City and the Union shall discuss the pay rate for such new job classification.

If the City designee and the local Union President or his designee are unable to agree on the question of whether any such new job classification should be included in the Bargaining Unit within twenty (20) days following the date of the meeting referred to above, the Union shall have the right to petition SERB for a determination of the issue thus presented.

Any notice required or permitted to be given to the local Union under the provisions of this Article 2 shall be deemed given on the date of the postmark.

ARTICLE 3
Union Representation

Section 1. Authorized Representation. The Union shall be entitled to designate in writing, any two (2) Employees in addition to the local Union President, to act as "Authorized Representatives" to represent the Union and any affected Employee in connection with any disciplinary hearings at which the Employee requests the attendance of an Authorized Representative(s), as well as in connection with any grievance meeting held pursuant to Article 12. Such written declaration of the Union's Authorized Representatives, as well as the local Union President, shall be filed with the

Office of the City Manager within ten (10) days of such designation. Not more than two (2) Authorized Representative~~(s)~~ shall attend any such meeting at any one time. The time spent attending any such meeting(s) scheduled during regular working hours by an Authorized Representative pursuant to this Section 1 shall be paid and considered as time worked.

Section 2. Recognition of Employer Representative. The City shall not be obligated to recognize any Employee as an Authorized Representative who is not designated as such in a writing delivered by the Union to the City.

The Union shall have the right to change the name of the Employee(s) designated as Authorized Representatives under the provisions of this Section 1 by delivering written notice of such change to the City.

ARTICLE 4
Non-Employee Representative

Section 1. Staff Member Visits. Upon reasonable prior notice to the City, the City shall permit a non-employee staff member of the Union to visit the facilities of the City. During such visitation, the non-employee staff member of the Union may be accompanied by a representative selected by the City. Said visitation by the non-employee staff member of the Union shall in no way interfere with the conduct of City business.

Section 2. Purpose of Visits. The purpose of the visitation described in Section 1 above shall be to check on the general implementation of this Agreement.

Section 3. Safety Rules and Regulations. During any visitation as is provided for in this Article 4, the non-employee staff member of the Union shall abide by such safety rules and regulations as may then be in effect governing any job site or area visited by such individual(s).

ARTICLE 5
Safety and Health Committee

Section 1. Rules and Regulations by Employee. The City and the Union agree that safety of the employees is of mutual concern to both parties. The Union and all employees shall cooperate with the City in abiding by all applicable safety laws and regulations issued by any appropriate governmental body and in abiding by all

reasonable safety rules and practices issued by the City to maintain a safe, healthful work place.

Section 2. Rules and Regulations by Employer. The City shall comply with all lawful safety laws or regulations issued by any appropriate governmental body or agency having jurisdiction over the City.

Section 3. Union Safety Committee. The City shall recognize a Union Safety Committee to be comprised of two (2) employees selected by the Union. The Union Safety Committee shall meet as needed based on written notice from the Union on serious or significant concerns (or more frequently upon reasonable request and for bona fide reasons) with the City designated safety representative to recommend safety policies or practices consistent with safety laws and regulations issued by appropriate governmental bodies or agencies.

Section 4. Reporting Unsafe Conditions. Employees shall immediately report any unsafe conditions to their supervisor. If the supervisor fails to take reasonable action to correct any such legitimate safety concerns reported by an employee, the Union Safety Committee and City Designee shall meet for the purpose of discussing and resolving any such legitimate safety concerns as may be raised by an employee under the provisions of this Article 5.

Section 5. Risk of Working. Employees who first express legitimate safety concerns to their supervisor regarding the safety of a particular job or the safety of a particular piece of equipment and if the supervisor fails to take appropriate corrective action, the employee may refuse to perform such job or operate such equipment where significant risk of injury to the employee or general public exists until such time as appropriate corrective action is taken to resolve the legitimate safety concerns of the employee involved.

ARTICLE 6
Union Rights

Section 1. Conferences, Conventions or Training Sessions. During the period this Agreement remains in effect, employees selected by the Union to be a delegate to any Union conferences, conventions, or training sessions shall be permitted (with reasonable advance notice) time off work without pay for up to a maximum of 5 days (total - for all employees) per year which can be increased with mutual agreement of the parties.

The time off work for such conferences, conventions, or training sessions shall be recorded as excused absence. The employee will continue to accrue seniority, sick leave, and vacation. No more than one (1) of the Union designated employees shall be off at the same time unless the Director or his designee in his discretion gives prior approval.

Section 2. Union Business. During the period this Agreement remains in effect, authorized representatives of the Union shall be permitted reasonable time off without pay to conduct business of the Union.

The time off work for such authorized Union business shall be recorded as excused absence and the employee will continue to accrue seniority, sick leave, and vacation.

Section 3. Lunch Room Usage. During the period this Agreement remains in effect, and upon obtaining the prior approval of the City, the Union may utilize the "lunch room" of the City Service Department to conduct Union Business.

ARTICLE 7
Maintenance of Dues

Section 1. Deduction from Paychecks. The City will deduct regular monthly dues from the pay of Employees who are members of the Union upon the City's receipt of individually signed authorizations. Dues deductions will be on a bi-weekly prorated basis.

Section 2. When Deducted, Revocation. The first deduction will be made as soon as practical thereafter; but in no event later than the first paycheck of such Employee due fifteen (15) days following the City's receipt of such dues deduction authorization. The deduction of Union dues from a particular Employee's paycheck shall terminate immediately following the City's receipt of written notice from such Employee to cancel the deduction of monthly Union dues not sooner than fifteen (15) days prior to the expiration date of this Agreement nor later than the expiration date of this Agreement.

Section 3. Amount of Dues. The rate of amount of the dues deduction for Employees executing the authorization card may be changed by the Union notifying the City in writing of the dues change. Such notice shall include the old dues deduction amount and the new dues deduction amount. Following the City's receipt of the written notice from the Union, such changes in the dues deduction amount shall be deducted from the authorizing Employee's paycheck of the first month following the date of the

City's receipt of such written notice and shall continue to be deducted from such Employee's paychecks thereafter until cancelled by the Employee.

Section 4. Authorization Form. The Union shall provide each new Employee at the time of hire with a proper dues deduction authorization form.

Section 5. Monthly List. The City will provide the Union with a list of all Employees and their dues deduction once each month.

Section 6. Forwarding Dues to the Union. The City shall forward dues deductions to the Secretary-Treasurer of the National Union at the address specified in a written notice delivered to the City by the Union by the end of the first week immediately following the month deductions are made from the Employee's paychecks.

Section 7. Indemnification: Hold Harmless. The Union shall indemnify and save the City harmless against any and all claims, damages, demands, suits, costs, fees, charges of any kind or other forms of liability sought to be imposed against the City on account of or in connection with the dues deduction procedure described in this Article 7 or any changes in dues deduction of which the City receives written notice from the Union as specified herein.

Section 8. Fair Share Provision. It is agreed that all employees who do not join the Union and remain members in good standing shall not be required to pay a fair share fee to the union as a condition of employment.

Section 9. New Hires. The Employer will notify the Union of all new hires, within the Service Department bargaining unit, within ten (10) days after their commencement of employment, furnishing the Union with the new employee's name, social security number, mailing address and the position for which the employee was hired. The Employer will notify the Union prior to commencement of employment that it intends to hire "seasonal" or "casual" employees as defined by Chapter 4117 of the Ohio Rev. Code. The procedure for using "seasonal" or "casual" employees may be continued as used in previous years.

ARTICLE 8
Management Rights

Section 1. Management's Reserved Rights. Except as otherwise provided by the terms of this Agreement, the management and direction of the affairs of the Employer are retained by the Employer, including the right to determine how many employees it will employ or retain in various capacities and the size and composition of

working forces. This includes but is by no means limited to the selection, transfer, assignment and layoff and discipline, demotion or discharge for just cause of employees, the exercise of all functions of government granted to the Employer by the laws of the State of Ohio, the determination from time to time as to what services the Employer shall perform, the method of performing said services, and the size and composition of the work force.

Except where specifically and expressly provided to the contrary in this Agreement, the provisions of the Riverside City Personnel Manual, enacted April 4, 1996, and as amended from time to time, is recognized as an appropriate exercise of the Employer's reserved rights. Except as specifically modified by this Agreement or any supplementary agreements that may hereafter be made, all of the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of management.

Section 2. Effect of Laws. This Agreement is subject to all existing or future federal and state laws, rules and regulations and shall be interpreted whenever possible so as to comply fully with such laws and with any judicial decision interpreting them. In the event that any provision of this Agreement is found to be contrary to law by a court or other authority having jurisdiction, it shall be void, but the remainder of the Agreement shall remain in effect.

ARTICLE 9
Work Rules

Section 1. Rules of Conduct. The Employer shall have the right to, in connection with its function of maintaining discipline and directing the work force, publish, and from time to time amend, reasonable rules of employee conduct in addition to those set forth in the Personnel Manual.

Section 2. Work Rules. All work rules will be reduced to writing and copies of such rules will be provided to the local Union President and all effected employees prior to the effective date of said rules. The Union shall have the right to challenge the reasonableness and/or application of any work rules adopted by the City in the manner specified in Article 12, Grievance Procedure.

Section 3. Applying the Work Rules. Work rules adopted by the City shall be interpreted and applied uniformly to all Bargaining Unit Employees.

Section 4. Notice. Any notice required or permitted to be given to the local Union President, the Union or an Authorized Representative under the provisions of this Article 9 shall be deemed given on the date of the postmark of the letter used for the notification.

ARTICLE 10
Discipline

Section 1. Just Cause. Without otherwise limiting any right of discharge or discipline expressly reserved to the City under its Management Rights, the City shall have the right to discharge, demote, suspend or otherwise discipline any Employee, who has completed the probationary period, only for just cause. Employees asked to perform duties for which they have no prior experience or training shall not be disciplined for mistakes or errors which are caused by such lack of experience or training. Lack of experience or training shall not excuse intentional misconduct or gross negligence.

The imposition of demotion as a disciplinary matter as an alternative to discharge for serious misconduct or non-performance shall be permitted for just cause and shall consist of a reduction in pay step or reduction in classification. Demotion shall not result in a loss of seniority, change in date of hire or other benefits such as vacation, sick leave or retirement.

Section 2. Copies. The City will provide the local Union with copies of any and all disciplinary documents to be placed in an employee's file via first class mail, facsimile, or attachment to electronic mail.

Section 3. Use of Prior Disciplinary Actions.

A. Disciplinary actions, other than suspension, taken against any employee shall not be used to elevate subsequent discipline in the disciplinary process after a period of 12 months has elapsed from the date of the offense.

B. Any disciplinary action that results in a suspension or demotion taken against any employee shall not be used to elevate subsequent discipline in the disciplinary process after a period of 24 months has elapsed from the date of the suspension or demotion.

ARTICLE 11
No Strike or Lockout

Section 1. No Union Support of Job Action. The services performed by Employees are essential to the public's health, safety and welfare. Therefore, during the period this Agreement remains in effect, the Union shall not authorize, instigate, aid, condone, encourage, participate or otherwise engage in any strike, work stoppage or slowdown, or other job action or inaction by Employees which interrupts or interferes with the operation of the City. The City shall not lock out Employees from the performance of their job duties in violation of Section 4117.11(A)(7), R.C.

Section 2. No Striking or Refusing to Work or Report to Work. During the period this Agreement remains in effect, no Employee shall instigate, aid, condone, encourage, participate or otherwise engage in any strike, work stoppage or slowdown, or other job action or inaction by Employees, which interrupts or interferes with the operation of the City. This Article 11 specifically prohibits any Employee from refusing to report for work or refusing to work due to the existence of a picket line.

Section 3. Affirmation Steps. The Union agrees to take affirmative steps to bring about an immediate resumption of work in the event of any strike, work stoppage or other job action or inaction by Employees in violation of this Article. The City waives its rights to collect damages against the Union in the event of a strike, work stoppage or slowdown, or other job action or inaction in violation of this Article 11 only if the following conditions are met. The Union shall:

a. Notify all Employees immediately in the event of an interruption of work that is unauthorized and in violation of this Agreement; and

b. Publicly announce through a local daily newspaper and on local radio and television that the work interruption is unauthorized and not condoned by the Union, and that the Employees are to immediately return to work; and

c. State in writing addressed and delivered to Employees that the work interruption is in violation of this Agreement; and

d. Make every other possible and reasonable effort to have Employees cease violations of this Article 11.

Section 4. Violation of Provision of Articles. In addition to any other rights and remedies prescribed by law the City shall have the right to discharge or otherwise discipline any Employee violating this Article 11, and no discharge or discipline may be

set aside unless the Employee is found innocent of any violation of Article 11 or unless the City agrees to setting aside such discharge or discipline in a settlement reached during the grievance process; provided, however, that nothing herein shall require the City to discharge or discipline any Employee.

Section 5. Court Action. Either the City or the Union shall have the right to apply to the Common Pleas Court for an Order enjoining the Union and any Employee from engaging or otherwise participating in any strike, work stoppage or slowdown, or other job action or inaction or to enjoin the City from engaging in a lock out in violation of this Article 11.

ARTICLE 12
Grievance Procedure and Arbitration

Section 1. Grievance Defined. The word "Grievance" as used in this Agreement refers to an alleged failure of the City to comply with the provisions of this Agreement.

Section 2. Processing Grievance. Grievances shall be processed in the following manner:

> Step 1. The Union on behalf of an Employee with a Grievance shall submit his grievance in writing to the Director of Public Service within seven (7) working days from the date the Employee knew, or in the exercise of reasonable diligence should have known of the event or act giving rise to the Grievance but in no event more than fifteen (15) days after the occurrence. The written Grievance shall describe in reasonable detail the nature of the Grievance and the contract article alleged to be violated. In the absence of the Director, a Grievance at this level may be filed with the Public Services Operations Manager; who shall hear the Grievance only in the absence of the Director. If the Grievance is filed within the appropriate time frames, the Director shall hold a grievance meeting within seven (7) working days, investigate the Grievance, and shall issue a written decision thereon and deliver same to the Union within seven (7) working days following the date of the aforementioned grievance meeting.
>
> Step 2. If a Grievance is not satisfactorily settled at Step 1, the Union may file a written appeal of the Director's decision on the Grievance to the City Manager. The Union's appeal must be delivered to the City Manager within ten (10) working days from the date that the Union receives the Director's decision on the Grievance at Step 1.

The City Manager shall, within fifteen (15) working days from the date the Authorized Representative files the appeal, meet with the Union to discuss the Grievance appeal. The meeting shall be scheduled by the City Manager during normal working hours. The City Manager shall, within ten (10) working days from the conclusion of the meeting, issue a decision in writing on the Grievance appeal and deliver the decision to the Union.

In the absence of the City Manager, a Grievance appeal may be filed with the Acting City Manager. The Acting City Manager shall process such appeal on in the absence of the City Manager.

Step 3. If the Union is not satisfied with the Grievance appeal decision issued in Step 2, the Union may submit the Grievance for arbitration by giving written notice thereof to the City within thirty (30) calendar days following the date of the issuance of the decision in Step 2 above.

Any Grievance which the Union timely elects to submit to arbitration shall be submitted to an impartial party mutually selected and agreed upon by both the Union and the City within ten (10) working days of the date of the submission by the Union of the written election to submit the grievance to arbitration. In the event the City and the Union are unable to agree upon the identity of such an impartial arbitrator, the parties shall mutually request a panel of seven (7) names from the Federal Mediation and Conciliation Service. Upon receipt of the panel, the parties shall meet for the purpose of selecting one (1) individual from the panel to serve as the arbitrator to decide the grievance in accordance with provisions hereof. The selection shall be accomplished by a process of elimination. The determination of which party shall strike the first name from the list shall be determined by the flip of a coin. The party wining the coin toss shall have the option of making the first selection of the name to be eliminated from the panel, or requiring the other party to select the first name to be eliminated from the panel. The other party shall select the next name to be eliminated, with each party alternating thereafter until the single arbitrator is selected.

The decision of the arbitrator made in accordance with the provisions of this Step 3 shall be final, conclusive and binding upon the aggrieved Employee, the Union and the City.

The arbitrator shall have jurisdiction only to decide the Grievance based on the application and interpretation of some express term or

provision of this Agreement. The Grievance shall be decided in accordance with the express terms of this Agreement. The arbitrator shall not have the power to add to, subtract from or otherwise modify this Agreement. All decisions of the arbitrator consistent with the jurisdiction, power and authority as described in this Step 3 and all pre-hearing settlements reached by the aggrieved Employee, the Union and the City shall be final, conclusive and binding on the City, the Union and the Aggrieved Employee(s).

The fees of the arbitrator in connection with any arbitration submitted to the said association shall be shared equally between the Union and the City regardless of the decision or outcome of the arbitration. All costs or fees of any kind incurred by each party in presenting their respective cases to the arbitrator shall be born by the party incurring such costs.

Section 3. Group Grievance. A Group Grievance which affects more than half of all Employees and which arises from the same event or set of facts may be initially presented by the Authorized Representative, in writing, at Step 2 of the Grievance procedure described in Section 2 above.

A Grievance which involves the discharge or suspension without pay of an Employee or any other type of "back pay" liability case of any Employee may be presented initially by the Authorized Representative, in writing, at Step 2 of the Grievance procedure described in Section 2 above.

Any Grievance which is initially presented at Step 2 in accordance with the provisions of this Section 3 must be presented by the Authorized Representative within ten (10) working days following the date the Union knew or in the exercise of reasonable diligence should have known of the event or act giving rise to the Grievance to be considered timely filed, but in no event more than thirty (30) days after the occurrence.

Section 4. Time Extensions. Excluding those time limitations related to the initial filing of a Grievance, any other time limitations specified within this Article may be extended in any particular instance upon mutual agreement between the Union and the City.

ARTICLE 13
Work Day/Work Week/Overtime

Section 1. Work Day and Work Week.

A. The normal work week for all Bargaining Unit Employees shall be forty (40) hours. Subject to the provisions of subparagraph (D) below, an Employee's work week shall commence on Monday.

B. At the discretion of the Director, a work week may be divided into either:

1. Five (5) consecutive normal work days of eight (8) consecutive hours beginning at 7:00 a.m., subject to the provisions of subparagraph (D) below, exclusive of a one-half (1/2) hour lunch period. The time and location of the lunch period shall be determined by the Director. In this case, daily overtime at the rate of time and one-half shall be paid for time worked in excess of eight (8) straight time work hours;

2. Four (4) consecutive normal work days of ten (10) consecutive hours, exclusive of a one-half (1/2) hour lunch period. The time and location of the lunch period shall be determined by the Director. In this case, daily overtime at the rate of time and one-half shall be paid for time in excess of ten (10) straight time work hours.

C. Each Employee will receive one (1) fifteen (15) minute break period, with pay, in the morning before the lunch period and one (1) fifteen (15) minute break period, with pay, in the afternoon after the lunch period. Time and location of the break periods shall be determined by the Director. Wash-up time shall be limited to 10 minutes.

The City shall endeavor to give forty-eight (48) hours advance notice of any change in the start of a work-day or work week.

Section 2. Overtime. Overtime work shall mean hours or fractions thereof, which are worked by an Employee in excess of his normal eight (8) or ten (10) hour day, as the case may be, or in excess of forty (40) hours per work week. All overtime hours shall be paid at the overtime rate of time and one-half the Employee's regular straight time rate, except hours worked on a Sunday or a holiday shall be paid at a rate equal to two (2) times the Employee's regular straight time rate. Holidays, vacation and paid sick time shall be counted as hours worked for the purpose of this Section 2.

Section 3. Assignment of Overtime. Overtime work shall be offered as equally as possible to bargaining unit employees who have the skills and abilities to perform the work. Overtime offered or worked shall be recorded and available for inspection.

In the event an employee is not offered work to which he would have been entitled he shall receive the next available overtime.

ARTICLE 14
Job Posting and Temporary Assignment

Section 1. Posting of Permanent Vacancies. All full-time permanent positions within the Bargaining Unit, which become available for any reason, shall be posted. This posting shall remain up for a minimum of ten (10) work-days in a conspicuous location. The posting shall include:

a. The vacant job title and pay grade.

b. The hours of work and reporting location of the vacancy.

c. The qualifications for the vacancy.

d. A summary of the new job duties.

e. The person to contact to apply for this position.

If the City chooses to fill the position, it shall be filled within sixty (60) working days following removal of the posted information. Vacancies will be filled from within the bargaining unit first, provided the Employee possesses the required skill and ability.

Section 2. Temporary Filling of Permanent Vacancies. The City may decide to fill the permanent vacancy with a temporary appointment to cover the period of the posting and selection process. This assignment will not normally last longer than sixty (60) days. The Employee assigned this work assignment will be paid the normal rate of the positions being temporarily filled at his current step, if the new rate is not greater than the rate last paid to the previous Employee in that position, or the Employee will be paid the normal rate and step of the position being temporarily filled that guarantees at least a 5% increase over the employee's current rate.

Section 3. Assignment of Temporary Vacancies. The City may need to fill other temporary vacancies to meet operational requirements. The City will fill these positions by offering the position to the most senior Employee with the skill and ability to do the job, or if refused by such employee or in the absence of an Employee with the required skill and ability, the position will be offered to the next senior Employee with the skill and ability to do the job. Such offers to fill temporary vacancies shall only be made in writing by the City Manager, or his designee.

An employee temporarily assigned to a higher paying classification will be placed on the same step as their regular position.

ARTICLE 15
Seniority

Section 1. Seniority Defined. Seniority is defined as the length of continuous full-time employment with the City Service Department. Upon completion of the probationary period the employee's seniority date shall be retroactive to the date of hire.

Section 2. Loss of Seniority. An employee's seniority shall cease and his employment terminated upon any of the following:

a. Resignation or "Quit";
b. Termination which is not modified or reversed through grievance or arbitration;
c. Retirement (Years of service and/or retirement disability);
d. Layoff in excess of 18 months;
e. Absence from work (resulting from City work-related injury or illness compensated by workers compensation) in excess of 18 months;
f. Absence from work (resulting from non-City work related injury or illness or FMLA approved reason) in excess of retained sick leave or six (6) months whichever is longer, except that after 6 months the employee shall be retained on a preferential rehire list at an Entry Level for new job openings for a period up to an additional 18 months. If hired during that period the employee shall start with a new date of hire for purposes of seniority.

Section 3. Seniority Retention. The retention of seniority shall not entitle an employee to any specific benefits or the continued accrual of additional seniority unless specifically set forth in other provisions of this Agreement.

Section 4. Continuation of Health Insurance Coverage. Employees shall continue to be eligible for health insurance coverage as follows:

a) After resignation or quit - as determined by COBRA;
b) During layoff for a period of six (6) months after which as determined by COBRA;
c) During military leave in excess of 31 days - as determined by COBRA and USERRA;
d) During absence from work (resulting from City work-related injury or illness compensated by workers compensation) for a maximum of 12 months.
e) Absence from work (resulting from non-City work related injury or illness or FMLA approved reason) for a maximum of retained sick leave or 6 months whichever is longer.

ARTICLE 16
Probationary Period

Section. 1 Probation Period. The probationary period begins on the first day of work. The probationary period lasts a period of one (1) year and appointment is not final until the successful completion of this period.

Time spent on leave of absence shall not be counted as part of the probationary period.

A probationary employee shall not be entitled to the processing of grievances for job performance, discipline, or termination. The City agrees to evaluate employees during their probationary period on a 3 month basis so as to keep the employee apprised as to his level of performance.

ARTICLE 17
Layoff and Recall

Section 1. Layoff.

A. Within each affected classification, all seasonal part-time employees shall be laid off before probationary employees, and all probationary employees shall be laid off before regular part-time Employees, and regular part-time Employees before full-time Bargaining Unit Employees.

B. A list shall be prepared identifying the classification(s) affected by the layoff with the name(s) of the affected employees or Bargaining Unit Employee(s) and their date of hire. A copy of this layoff list shall be provided to the local Union by certified mail.

C. When a Bargaining Unit Employee is removed from his classification due to a reduction in the work force, he shall be permitted to displace an employee or Bargaining Unit Employee in an equal or lower paying job classification if the laid off Employee has greater seniority and the ability to do the job required.

Section 2. Recall.

A. Recall of Employees on layoff status for a period of eighteen (18) months or less shall be in the reverse order of layoff. Notification of recall shall be issued by the City to the last known address of the Employee by simultaneously mailing such notice of recall by certified mail, return receipt requested and by ordinary mail. It shall be the responsibility of each Employee to notify the City of any change of address for such Employee. The City shall not be liable for the failure of any Employee to receive notification of recall if such notice is properly addressed and mailed to the last known address of the Employee involved with sufficient postage affixed. A copy of such notice shall be sent to the Union by certified mail.

B. Employees will be allowed 48 hours from the date such notice of recall is received but no later than fourteen (14) calendar days from when such notice of recall was sent to notify the City of their intention to accept such recall. Acceptance of the recall shall be communicated to the City by the Employee involved contacting the City or the City's Secretary by: 1) telephone or 2) by delivering written acceptance of the recall within the time required. Employees who timely accept the recall shall report to work at such time as may be directed by the Manager, no later, however, than ten (10) working days following the date the Employee timely notifies the City of his or her acceptance of the recall as provided in this subparagraph B, except by mutual agreement between the Manager and the Employee.

C. If an Employee fails to timely respond to the recall notice issued under the provisions of Section 2, subparagraph A above, or if the Employee fails to report to work within the time specified under the provisions of Section 2, subparagraph B above, the City may withdraw its offer of recall issued to such Employee and such Employee shall be removed from the recall list and not be eligible for recall.

Section 3. Notice. Any notice required or permitted to be given to the Authorized Union Representative or the local Union President under the provisions of this Article 17 shall be deemed given on the date of the postmark of the certified letter used for the notification.

Section 4. Layoff by Classification. In reduction of work force, the employee with the highest seniority within a job classification series shall be retained provided he has the immediate skill and ability to perform the job(s) to which he is assigned and the employee with the lowest seniority within a job classification series shall be laid off. Management retains the right to determine within which classification or classifications layoffs shall be made. No employee shall be laid off prior to the end of his scheduled workday.

ARTICLE 18
Job Content

Section1. Modification. The Employer shall have the right to determine the content of jobs. The Union will be notified before any modification or creation of new jobs. The Employer and Union will then negotiate the modifications and pay rate of the jobs in question. If the parties cannot agree the matter shall be referred to the Grievance Procedure.

ARTICLE 19
Subcontracting

Section 1. Permitted Under Defined Condition. The Employer has the right to subcontract work that falls within the following categories:

- Work that has been traditionally subcontracted in the past;
- Work that may be more economically or efficiently performed through subcontracting provided no layoff results;
- Work that is required by emergency conditions;
- Work that is beyond the normal capacity of the bargaining unit employees.

If work is subcontracted because it can be done more economically or efficiently performed by a subcontractor, the Employer must give the Union a thirty (30) day notice. In that thirty (30) days the Union and the Employer will meet. The Employer will explain why it is more economic or efficient to subcontract the work.

ARTICLE 20
Holidays

Section 1. The following holidays are observed for full-time employees:

1. New Year's Eve	December 31st
2. New Year's Day	January 1st
3. President's Day	February - 3rd Monday
4. Memorial Day	May - 4th Monday
5. Independence Day	July 4th
6. Labor Day	September - 1st Monday
7. Day After Thanksgiving	Friday after Thanksgiving
8. Thanksgiving Day	4th Thursday in November
9. Christmas Eve	December 24th
10. Christmas Day	December 25th

Employees are entitled to eight (8) hours of holiday pay for these holidays if they are regular employees when such holiday occurs.

If hourly employees are required to work on a holiday they shall receive two (2) times their regular straight time pay in addition to their holiday pay.

When a holiday falls on a Saturday or Sunday, the Employees shall follow the schedule of observance of such holiday as directed by the City Manager for all non-emergency personnel. The City shall endeavor to provide at least thirty (30) days advanced notice on when an observed holiday will be schedule when such holiday(s) occurs on a Saturday and/or Sunday.

If employee's work schedules are other than Monday through Friday, they shall be entitled to holiday pay for holidays observed on their day off.

Employees shall be entitled to holiday pay if they work the last scheduled work day of the department prior to and immediately after the holiday, or are on paid sick leave for 3 consecutive days or more, funeral leave, vacation, or other paid leave. The City Manager, or his designee, in their sole discretion, may grant exemptions from this restriction on eligibility for holiday pay caused by use of sick leave.

ARTICLE 21
Vacations

Section 1. Upon Completion of One Year Schedule. Vacation leave shall be granted to full-time employees upon completion of one year of service with the City. Twenty-six (26) bi-weekly pay periods in active status shall constitute one year of service.

Yearly vacation hours allocated to an employee for specified years of service are as follows:

Years of Service	Vacation Time Paid
1-6 years	80 hours
7-8 years	120 hours
9 years	128 hours
10 years	136 hours
11 years	144 hours
12-14 years	152 hours
15-19 years	160 hours
20-24 years	184 hours
25-32 years	200 hours

No vacation leave is earned while an employee is on leave without pay.

Vacation time shall normally be credited on 12:01 A.M. on the first (1st) day of January and shall be non-forfeitable except as may otherwise be provided for within this Agreement. Employees whose anniversary is between January and June will have any increase in their vacation leave credited with the January 1 of the year in which their anniversary date occurs.. Employees whose anniversary is between July and December will have any increase in their vacation leave credited with the January 1 of the following year in which their anniversary date occurs.

When an employee resigns from the Service Department, he or she is entitled to payment for any earned but unused vacation, at a prorated amount. The employee shall be paid vacation time prorated according to the amount of time worked during the year and reimbursed the eligible amount. Vacation payment is not made when an employee is granted a leave of absence. Part-time employees are not entitled to vacation.

No more than three (3) employees may be off on vacation, personal, or pre-scheduled sick leave at any given time Employees generally will not be limited in the number of consecutive weeks of vacation they may take subject to eligibility and scheduling requirements. A notice of at least equal to the amount of vacation leave is required. The supervisor may waive this notification requirement in special cases.

In the event a holiday occurs during the period when an Employee is on vacation, such holiday shall not be counted as part of the Employee's vacation.

Accumulation of vacation leave shall not exceed two hundred eighty (280) hours for employees. Beginning in calendar year 2015 and annually thereafter, the Employer shall provide written notice to employees annually during the last week of June as an opportunity to use vacation hours before they exceed the accumulation limit.

ARTICLE 22
Call-In Pay

Section 1. At a Time Disconnected from the Regular Shift. Employees in the Bargaining Unit who have completed the work assignment and who are called or scheduled by the City to work at a time disconnected from the employee's regular work shift shall be paid a minimum of two (2) hours pay at time and one-half (1 1/2) their regular rate of pay. To the extent that this minimum two (2) hour overtime period might overlap with the normal work shift (in cases where the call-in period is immediately prior to the starting time of a normal work shift) then the regular rate of pay will prevail and there will be no double payment of both overtime and normal shift pay. In addition, employees who work more than 11 consecutive hours (which can include a combination of regular and overtime hours) shall receive $8.00 for meal expenses.

ARTICLE 23
Legal Representation

Section 1. For Work Connected Legal Action. In the event that legal action is commenced against an employee by reason of the employee's authorized performance of his duties within the scope of his employment the Employer shall provide at City expense legal representation for the employee.

ARTICLE 24
Service Credit For Vacation/Sick Leave Purposes

Section 1. Vacation Credit. Eligible Employees with prior governmental service within the State of Ohio who are employed by the City shall be entitled to have their prior service counted as service with the City for the purpose of computing the amount of their vacation leave.

Section 2. Sick Leave Credit. Eligible Employees with prior governmental service within the State of Ohio who are employed by the City shall be entitled to have their prior service counted as a service with the City for the purpose of sick leave.

ARTICLE 25
Personnel Files

Section 1. Employee's Right to Examine. Consistent with applicable state and federal law, the personnel file of an employee may be examined by the employee upon reasonable advance request. The Employee may be accompanied by a Union representative. Upon written request, an employee shall receive copies of all materials placed in his personnel file.

ARTICLE 26
Non-Discrimination

Section 1. By Employer or Union. The Employer and the Union agree that there will be no discrimination against any employee with respect to their wages, hours or terms and other conditions of employment nor will either party hereto interfere with, restrain, or coerce any employees by reason of said employee's race, religion, sex, age, national origin, handicap, creed, ancestry, military service (Uniformed Services Employment and Reemployment Rights Act) and membership or lack of membership in the Union.

ARTICLE 27
Funeral Leave

Section 1. Leave. Upon the death of an immediate family member or dependent residing in the employee's household, full-time and part-time employees may be granted up to three (3) funeral days. Immediate family members shall be considered an Employee's Spouse, child, step child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent-in-law, legal guardian or other person who stands in place of the employee's parent.

An Employee may request an additional three (3) days of sick leave for bereavement purposes. The City reserves the right to require written documentation of the facts which necessitate the need for any additional days to a funeral leave request. For other relatives, an employee may take whatever type of leave they have available to attend the funeral.

Section 2. Consecutive Days. The three (3) day funeral leave referred to above shall mean three (3) consecutive days, one of which shall include the day of the funeral.

ARTICLE 28
Jury Duty and Court Leave

Section 1. Type Conditions. The City will grant jury duty and/or court duty leave to any full-time Bargaining Unit Employee in accordance with the following provisions:

a. Jury Duty Leave

1. The City shall, upon the Employee submitting to the Director proof of participation and compliance with a jury duty summons, supplement the jury duty pay to which the Employee is entitled by providing payment to the Employee of his full base wages for the period of jury duty actually served by the Employee, less the amount of jury duty pay to which the Employee is entitled to provide full base payment to employee in exchange for the amount of jury duty pay.

2. While on approved jury duty leave, the Employee's fringe benefits shall be maintained.

3. While on approved jury duty leave, the Employee shall continue to accrue seniority and shall automatically return to his/her former position upon the completion of jury duty.

b. Court Duty Leave

1. Court duty leave shall be granted to any Bargaining Unit Employee who is subpoenaed to appear before any court, commission, board or other legally constituted body empowered by law to issue subpoenas to compel the attendance of witnesses, for the purpose of testifying in any action:

   - in which the Employee is not a party;
   - where such Employee is called upon to testify about City business or the involvement of the Employee in the conduct of City business; or
   - where the Employee, while at work, was a witness to an event that resulted in a criminal or civil action involving individuals other than the Employee.

2. The City shall, upon the Employee submitting to the Director proof of the issuance of a subpoena requiring the Employee's attendance in any proceeding before a court or other body described in paragraph 1 above as well as proof of such Employee's participation and compliance with such subpoena, supplement any witness fees or pay to which the Employee is entitled by providing payment to the Employee of his/her full base wages for the period of court time actually spent by the Employee giving testimony as such witness in such proceedings, less the amount of witness fees or pay to which the Employee is entitled or receives by reason of participation in such proceedings.

3. Any Employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as parent or guardian of juveniles.

ARTICLE 29
Uniforms and Safety Equipment

Section 1. Allowances. The City shall furnish at no cost to Bargaining Unit Employees the following uniform items: Uniforms (five (5) changes per week) two (2) jackets, safety shoes, gloves, vest, hard hat, goggles, ear protectors, rain gear, winter clothing, and any other safety equipment required by State or Federal law. A safety shoe allowance of up to $250.00 every two years shall be available to each Employee for safety shoe replacement or, in lieu thereof and upon request, the Director, may repair or replace damaged or worn-out safety shoes more often than once every two years. For each Employee who wears prescription safety glasses, a prescription safety glasses allowance will be provided for each Employee at a rate of up to $250.00 every two (2) years.

ARTICLE 30
Military Leave

All employees shall be granted all rights to which they are eligible under the USERRA (Federal Uniformed Services Employment and Reemployment Rights Act of 1994) including rights relating to leave for full-time and reserve duty, retention of seniority and rights for reemployment.

ARTICLE 31
Family and Medical Leave

Section 1. Twelve Workweeks. In accordance with the Family Medical Leave Act of 1993, the City of Riverside will grant unpaid family and medical leave to all eligible employees for up to 12 weeks per 12-month period.

Section 2. Eligibility. As a prerequisite to being eligible to taking unpaid Family and Medical Leave, the employee must have been employed with the City of Riverside for at least 12 months; and have worked at least 1250 hours over the previous 12 months.

Section 3. Coverage. Unpaid FMLA leave is granted for any one or more of the following reasons:

1. To care for the employee's child after birth of the child;
2. For the placement of a child for adoption or foster care with an employee;
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
4. For the employee's own serious health condition that makes the employee unable to perform his or her job; or
5. To care for a qualifying injured service member.

Section 4. Advance Notice Requirement. The employee must provide the Employer with thirty (30) days written advance notice of leave, or such notice as is practicable, if thirty (30) days notice is not possible. The request for Family Medical Leave should be submitted on the appropriate form to the Human Resources Administrator. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed up by written form submitted within a reasonable amount of time.

Any items not addressed in this contract shall be addressed by the Personnel Policies Manual, Section 10.6, Family Medical Leave Act.

ARTICLE 32
Job Related Injury Leave and Supplemental Compensation

Section 1. On-the-job-Injury. Any full-time employee who incurs an injury on the job shall be eligible for injury leave of absence in accordance with the following provisions.

Section 2. Written Request. Employees applying for injury leave must submit a request in writing to the City Manager or his/her designee for processing unless physically incapable of doing so.

Section 3. Workers' Compensation. Employees covered hereunder shall be covered by State of Ohio Workers' Compensation under Workers' Compensation, payment for all approved medical, surgical, compensation for lost work time and other benefits will be provided as determined by the Workers' Compensation law.

Section 4. Returning from Injury. An employee returning from injury leave of absence must submit a doctor's statement verifying the employee's ability to return to his regular job functions.

Section 5. Assessment upon Return to Duty. Subject to Article 15 - Section 2f - Seniority, an employee returning from injury leave of absence shall be placed on his former job, if in existence at his then current pay rate or if not in existence, shall be offered a substantially equivalent position to which his seniority, skill, ability and physical fitness make him eligible. If an employee is on injury leave in excess of six (6) months his job may be filled by a permanent replacement who may not be displaced if his seniority is higher than that of the injured employee upon return to work.

Section 6. Seniority. Consistent with Article 15 - Seniority, while on injury leave of absence, the employee's seniority will continue to accumulate until the earlier of (a) eighteen (18) months, (b) such time as he would have retired or (c) is determined by the State, Federal Government or private insurance carrier to be "totally and permanently disabled.

Section 7. Paid Injury Leave. In the event an employee incurs a work connected occupation injury or disease and such employee is determined to be eligible to receive Workers' Compensation benefits as a result of said injury, the Employer, upon presentation of a certificate of a licensed physician certifying the employee's inability to perform the duties of his/her job, will pay such employee his/her regular bi-weekly earnings (gross pay less deductions) for the first sixty (60) calendar days the employee is unable to work due to such injury. Subject to the approval of the City Manager, the disable employee may be given a transitional duty assignment in lieu of the employee receiving Injury Leave. Approved Injury Leave shall not be chargeable to sick leave.

Section 8. Supplemental Compensation. During the period of time an employee is on Workers' Compensation for a Riverside work-related injury, and after the paid injury leave period, or illness he/she shall be entitled to supplemental compensation as follows:

Supplemental Injury Leave Pay

1. The purpose of this section is to supplement Workers' Compensation Benefits received for work related injury so that an injured employee continues to receive an amount (from Workers Comp. and the City) substantially similar to his earlier "Take Home Pay". For purposes of this section "Take Home Pay" will be equal to the employee's net straight time pay for the full pay period immediately preceding the period Workers' Compensation Benefit are paid.

2. Supplemental injury leave pay shall be paid to an injured employee for up to a total of twelve (12) weeks while on Workers Comp.

3. Supplemental injury leave pay shall not be charged against accrued sick leave, vacation or other accrued leave.

Supplemental Pay Using Accrued Sick Leave

1. The purpose of this section is to supplement Workers' Compensation Benefits received for work related injury so that an injured employee continues to receive an amount (from Workers Comp. and the City) substantially similar to his earlier "Take Home Pay". For purposes of this section "Take Home Pay" will be equal to the employee's net straight pay for the full pay period immediately preceding the period of Workers Compensation Benefit are paid. This section applies after the expiration of the Supplemental Injury Leave Pay.

2. Supplemental pay using accrued sick leave shall be paid to an injured employee for as long as he has accrued sick leave and remains on Workers' Compensation. After exhaustion of sick leave employees are limited to Workers' Compensation benefits.

3. Supplemental pay may also be charged against vacation or other accrued leave with the employee's consent.

Section 9. Continued Insurance Coverage. In addition to the above described payments, the Employer will maintain the hospitalization insurance coverage for employees eligible under this section for a period of one (1) year or until he retires or is declared "totally and permanently disabled" and eligible for hospitalization insurance under the State Retirement program whichever comes first and subject to the provisions of *Article 37 - Insurance.*

Section 10. Doctor's Comments. The Employer maintains the right to require the employee to be examined by a physician of the Employer's choosing to determine the employee's eligibility for an injury leave of absence or for an employee's continuation of an approved injury leave of absence. The physician's decision shall be final except as provided at Article 34 - Section 3 of this Agreement.

ARTICLE 33
Sick Leave

Section 1. Accruing Sick Leave Credit. Sick leave is to ensure the Employee against loss of pay due to disability illness or injury:

a. Each full-time Employee shall accrue sick leave at the rate of .05770 per hour for each regularly scheduled work hour without limit. Overtime hours shall not be used when computing an Employee's sick leave accrual.

b. Sick leave accrual on leave of absence will be as follows:

   1. An Employee will accrue sick leave at the normal rate during vacation, holidays and authorized leave for union purposes under Article 6.

   2. An Employee will accrue sick leave at the normal rate during the use of accrued sick leave, provided, however, that said new sick leave may not be credited to the employee's account until he or she returns to work on a full-time basis and has worked for at least five (5) consecutive days.

c. Restoring of sick leave.

   1. If a former Employee has been re-employed within one (1) year from date of resignation, previous unused sick leave will be restored to the records.

d. Upon retirement or death all unused accrued sick leave will be paid to the Employee in a lump sum as follows:

   1. Should an Employee die prior to retirement, all unused accrued sick leave will be paid to the employee's beneficiary as designated on the Beneficiary Designation form for the City's group Hospitalization Insurance. The City can elect to purchase life insurance payable to the City to be used to fund its obligation to the employee's beneficiary.

   2. Employees taking retirement who are eligible under the Public Employees Retirement System and who have at least ten (10) years of credited service with the City shall receive cash payment for accumulated sick leave on the basis of eight (8) hours pay for each sixteen (16) hours of accrued sick leave with a maximum pay-out not to exceed a total payout equivalent to 600 paid hours.

Section 2. Sick Leave Usage.

A. Sick leave may be granted an Employee for the following reasons:

1. Illness or injury to the Employee or maternity;

2. Illness or injury in the immediate family of the Employee, which requires the Employee's personal care and attendance. Time limits depend on each individual set of circumstances. The following guidelines are to be considered in making judgments on individual cases:

   a. An Employee may use a reasonable amount of sick leave to transport a member of the immediate family to or from the hospital and/or doctor, or to make arrangements for the care of the ill or injured person, provided no other person is available. The Employee's immediate family consists of the parents, spouse and children who reside with the Employee.

   b. An Employee may use one eight (8) hours sick leave on the day surgery is to be performed on the spouse and/or children if such occurs on a working day.

   c. An Employee may be granted eight (8) hours sick leave on the day of his child's birth, and eight (8) hours sick leave on the day the child is brought home from the hospital, if either occurs on a working day.

B. Employee becoming ill while working, can be sent home or may elect to go home. If the Employee goes home prior to the completion of the shift, a proportional charge shall be made in units of not less than one-half (1/2) hour against sick leave.

C. Paid leave taken by an employee for any of the reasons set forth in the above Section 2-A shall be included as part of the 12 week period of leave to which an employee is entitled under the Family Medical Leave Act.

Section 3. Physical Exam. If the Supervisor has reasonable and documented cause to believe that an employee is mentally or physically unable to perform his required duties, he may require the employee to take an examination to determine his physical or mental capacity to perform required duties, which exam will be scheduled at the earliest available date and time. The City shall bear the cost of such exam.

If the examination determines that the employee is unable to perform his required duties or that his condition jeopardizes his or others health and safety, the employee may be placed on sick leave.

If the employee disagrees with the results of a mental or physical examination, he may, at his own expense, obtain an examination and opinion from his own personal physician and if the results of the examination and/or opinion differ, the respective physicians shall select a third physician who shall examine the employee and render the final decision which shall be binding on both parties. The expense of the third physician shall be equally divided between the Employee and the City.

Section 4. Reporting Requirement. Employees are required to notify their supervisor or other designated persons within fifteen (15) minutes prior to their scheduled reporting time on the first day of absence unless emergency conditions or the absence of any personnel at the Service Department make such reporting impossible.

Section 5. Administrative Transfer to Vacation Leave. Employees who remain absent on sick leave beyond the number of accrued hours of sick leave will have their continued absence charged to vacation leave.

Section 6. Sick Leave Abuse. Absence for sick leave caused by an employee's illness may be subject to disciplinary action after the eighth (8th) occurrence in a 12 month period. Said disciplinary action may include the Employer's not treating paid sick time as hours worked for purposes of overtime notwithstanding Article 13-Section 2. Time and one-half for other overtime worked shall not be affected.

The employer may require a physician's statement verifying the employee's illness and doctor's visit for absence of any length.

The existence of a physician's statement obtained by an employee shall not excuse repeated or excessive use of sick leave.

Employees who have not used sick leave for a period of three (3) months shall earn one (1) paid personal absence day which may be used (or accumulated) subject to reasonable notice and scheduling requirements.

ARTICLE 34
Entire Agreement

Section 1. Waiver. During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the State Employment Relations Act imposes an obligation to bargain.

Except as specifically set forth elsewhere in this Agreement, the Union and Employer expressly waive their right to require the other to bargain collectively over all matters as to which the Statement Employment Relations Act imposes an obligation to bargain, whether or not:

(a) such matters are specifically referred to in this Agreement;

(b) such matters were discussed between the Employer and the Union during the negotiations which resulted in this Agreement; or

(c) such matters were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed.

As used in this Article, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.

This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, after exercise of the right and opportunity referred to in the first sentence of this Article, and finally determines all matters of collective bargaining for its term.

Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.

ARTICLE 35
Wages

Effective on the dates set forth herein, bargaining unit members shall receive the following wage rates:

	Current	Effective 10/1/2014 2.25%	Effective 10/1/2015 2.50%	Effective 10/1/2016 2.50%
Maintenance Worker				
Starting	$14.98	$15.32	$15.70	$16.09
After 1 Year	$16.26	$16.63	$17.04	$17.47
After 2 Years	$17.34	$17.73	$18.17	$18.63
After 3 Years	$18.36	$18.77	$19.24	$19.72
After 4 Years	$19.38	$19.82	$20.31	$20.82
After 5 Years	$20.40	$20.86	$21.38	$21.91
After 6 Years	$21.42	$21.90	$22.45	$23.01
After 7 Years	$22.48	$22.99	$23.56	$24.15
Equipment Operator				
Starting	$17.34	$17.73	$18.17	$18.63
After 1 Year	$18.20	$18.61	$19.07	$19.55
After 2 Years	$19.12	$19.55	$20.04	$20.54
After 3 Years	$20.07	$20.52	$21.03	$21.56
After 4 Years	$21.08	$21.55	$22.09	$22.65
After 5 Years	$22.13	$22.63	$23.19	$23.77
After 6 Years	$23.12	$23.64	$24.23	$24.84
Working Foreman				
Rate	$26.61	$27.21	$27.89	$28.59
Secretary				
Rate	$15.61	$16.00	$16.40	$16.81

ARTICLE 36
Insurance

Section 1. Health and Hospitalization Insurance. The Employer shall maintain a plan of health and hospitalization insurance with the Employer and Employee paying the following portions of the insurance premium.

Effective Period	Employer Contribution	Employee Contribution
Through 12/31/2014	Employer pays 85% of total premium	Employee pays 15% of total premium
01/01/2015-09/30/2017	Employer pays 83% of total premium	Employee pays 17% of total premium

Section 2. Life and AD&D Insurance. The City shall provide for each employee under age 60 term life insurance in the amount of $30,000.00 and accidental death and dismemberment insurance in the amount of $30,000.00. Employees over age 60 will receive the life insurance and accidental death and dismemberment benefits, if, and to the extent, provided by the insurance policies.

Section 3. Coordination of Benefits. When both spouses are employed by the City, they will be eligible for either two (2) single plans or one (1) applicable family plan.

Section 4. Insurance Committee. A committee shall be appointed by the City Manager and the Presidents of the City's four (4) Unions, CWA, FOP (Sergeants), FOP (below the rank of Sergeant) and IAFF (limited to a maximum of two (2) persons per Union). The committee shall be chaired by the Assistant City Manager/Human Resources Administrator and shall convene 90 days prior to plan expiration to study possible revisions to the City's health and hospitalization insurance and provide recommendations to the City Manager. Subject to the above, the Employer shall have the right to change insurance carriers and/or coverages. In the event the Employer anticipates a change in insurance carriers, it will consult with representatives of the Union to obtain its input and recommendation(s). Final choice, however, will be the Employer's.

ARTICLE 37
Employee Assistance Plan and Substance Testing

Section 1. EAP. Employer shall promptly establish an Employee Assistance Program ("EAP") to provide counseling and/or referral service for employees who have continuing personal problems which may adversely affect their work performance. These problems may be financial, emotional, family, legal, or drug and alcohol related.

Section 2. Referrals. Referrals to treatment or counseling services may be initiated by the employee and/or supervisor through the EAP Coordinator. All referrals are strictly confidential and unless otherwise prohibited by law, no records of referrals will be kept in the employee's personnel file to which public access is permitted. Unless referral is mandatory under the Employer's Substance Abuse Policy, EAP services are strictly voluntary, and participants in the program will still be required to meet existing performance standards. Initial costs associated with preliminary interviews, counseling and referral shall be borne by the City. Costs associated with any ongoing counseling or other professional services shall be the responsibility of the Employee unless otherwise covered by applicable health insurance programs. No professional type counseling will be conducted at the workplace nor performed by the Employer or other Employees. Supervisors will be briefed annually on how to properly respond to the employee who seeks assistance. Additional information may be obtained by contacting the designated EAP Coordinator or Chief of Police.

Section 3. Substance Testing - Definitions

A. Employee means any bargaining unit member.

B. Employer means the City.

C. Controlled substance means a controlled substance contained in Schedule I thru V of Section 202 of the Controlled Substance Act (21 USC 812); or as defined in 3719.01 ORC or as otherwise defined under applicable Federal or State law.

D. Harmful Intoxicant means a substance defined at 2925.01 (I) ORC or as otherwise defined under applicable Federal or State law.

D. Conviction means a finding of guilt, [includes a plea of nolo contendere (no contest) or the imposition of a sentence, or both], by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

E. Criminal drug statute means a federal, state or local criminal statute or ordinance involving the manufacture, distribution, dispensing, use or possession of any controlled substance or harmful intoxicant.

F. Reasonable suspicion is defined as an apparent state of facts and/or circumstances found to exist on inquiry by the supervisor which would warrant a reasonable, prudent person to believe the employee was under the influence of a controlled substance, harmful intoxicant, beer, wine or intoxicating liquor.

G. Random Testing is defined as selection of employees of the City for substance testing on an indiscriminate basis.

H. Post Accident Testing is testing of driver of a motor vehicle after the drive was engaged in an accident reportable to the State of Ohio.

Section 4. Drug Free Work-Place Article.

A. It is the procedure of the City to maintain a safe and productive "Drug Free" work–place for its employees; employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or harmful intoxicant.

B. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or harmful intoxicant by any employee which takes place in the work–place is strictly prohibited and will result in criminal prosecution and employee discipline up to and including discharge.

C. Any employee convicted of any federal or state criminal drug statute occurring in the work–place must cause the employer to be notified of that fact within five (5) calendar days of the conviction.

D. Any employee who reports for duty in an altered or impaired condition which is the result in whole or in part of the illegal use of a controlled substance or harmful intoxicant or use of beer, wine or intoxicating liquor will be subject to disciplinary action. As set forth hereafter the employer may choose to hold disciplinary action in abeyance while an employee participates in drug and/or alcohol rehabilitation. The employee assistance will remain confidential and not be noted in the employee personnel file however the Employer shall maintain records concerning said referral and treatment that shall not be available to the public unless required under applicable law. This "Drug Free" work–place article shall apply to all employees of City.

Section 5. Distribution of Drug Free Work-Place Article.

A. All bargaining unit members will receive a copy of the City's Drug Free Work–Place Statement, Drug Free Work–Place Article and Drug Testing Article and will be required to sign for receipt of those copies, in which a copy of the signed article will become a permanent part of the employee's personnel file.

B. All bargaining unit members will be given notice that the City reserves the right to order employees to submit to random testing as well as testing upon reasonable suspicion in accordance with this article of the collective bargaining agreement.

Section 6. Employee Drug/Alcohol Testing.

A. In order to maintain a safe and healthy environment in which to work, the employer reserves the right as a condition of continued employment, the ordering of an employee to submit to examinations including blood, urine or hair sample tests for illegal drugs and/or harmful intoxicants or the misuse of legal drugs and/or alcohol on a random basis on a post accident basis, or where there is reasonable suspicion that an employee's work performance is affected by the condition. Reasonable suspicion shall be determined by the employer or designee on the basis of reliable and verifiable information provided to him/her, including but not limited to descriptions of appearance, behavior, speech or breath odor. All reliable and verifiable information shall be made available to the member's union representatives.

B. This testing shall be conducted solely for administrative purposes. Results obtained shall be held in complete confidentiality and may not be used in criminal proceedings other than by subpoena from a judicial body.

Section 7. Substance Testing.

To the extent that the Employer implements a Substance Testing Program that is applicable to employees covered by this Agreement, the following minimal standards shall apply:

A. All drug/alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio or properly accredited by a recognized national organization (eg. the College of American Pathologists). The procedure utilized by the employer and testing laboratory shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening. The foregoing laboratory procedures shall be the protocol followed in this article, and shall be outlined in writing, concerning the collection of bodily fluids or hair

samples utilized for examination and testing. The samples collected shall be contained in three (3) separate containers for use in the following prescribed testing procedures. All separate containers shall be initialed by the member and the person taking the samples after sealing of the containers. Either party may have another representative present as a witness during the taking of the aforementioned samples at no loss of wages for any party.

B. This protocol procedure shall be sent to the Union; and at its option and expense, the Union may send the protocol procedure to a board certified clinical pathologist for opinions as to the adequacy of the procedure. If the Union finds bona fide serious testing process flaws in the protocol, the Employer will communicate with and/or solicit other potential vendors to achieve an acceptable protocol that satisfies accepted industry standards, which standards shall be binding upon the parties.

C. If the protocol is accepted by the Union, and no timely objection is made by the qualified expert for the Union, the designated vendor will be accepted and a collection point designated.

D. The results of the testing shall be delivered only to the Chief of Police, City Manager or Director of Personnel, and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a release for disclosure of the testing results. A Union representative from the bargaining unit shall have a right to access to the results upon request to the Chief of Police, with the employee's written consent.

E. Upon direct orders by the Employer pursuant to this Substance Testing Article, the employee shall, at the expense of the City, submit to such test; and upon request, the employee will sign an appropriate release form authorizing withdrawal of blood or urine or hair samples and the release of the test result to the employer.

F. Refusal by an employee to submit to the test under this Article, as ordered, or the refusal to sign a release form, as required, or the failure or refusal to provide either a specimen of urine or blood or hair, as ordered, shall constitute a presumption of a positive test result and may result in such employee's discipline. At the time of the taking of the original specimens, three (3) separate specimens will be taken. Two of the specimens shall be delivered to separate testing facilities and the third shall be sent to a drug testing facility of the employee's choice. The employee's sample will be tested at the employee's

request and expense. The testing facilities chosen shall have Liability Insurance to protect the employee from false readings of the specimens being tested. If the results of the two separate tests required by the City have not been returned within twenty (20) calendar days and the employee deems it necessary to have his/her specimen tested, the cost of such test shall be paid by the City. No employee shall suffer any loss of wages or accumulation of any type of leave while waiting for the results of any test or physician verification for his/her return to duty if the drug test returns indicate the employee was substance free.

G. If the screening test is positive, a confirmatory test shall be conducted. The positive findings of the first confirmatory test may be followed by the employer desiring that the second sample be tested.

H. In the event the second test confirms the results of the first test, the Employer may proceed with sanctions as set forth in this Article.

I. In the event that the second test contradicts the results of the first test, the employer may request a third test at a laboratory from the list maintained by the employer, approved by the employer and the Union. The results of this test, if positive, shall allow the employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

J. In the event that two tests are positive, the employee is entitled to have the sample in the third container tested at an approved laboratory, at the employee's expense. If this test were to come back negative, all of the testing procedures shall be investigated and a meeting with the member, union, and the City shall take place in order to decide if another test would benefit the accused. If possible or necessary another sample may be taken or retesting of the prior samples taken at the joint (50-50) expense of both the employee and the employer.

K. A list of three (3) testing laboratories shall be maintained by the employer. These laboratories shall conduct any testing directed by the employer. The employer shall obtain the approval of the Union as to any laboratories put on this list, which approval shall not be unreasonably withheld.

L. After two (2) positive test results are received as set forth above, the employer may require the employee to participate in any rehabilitation that is covered by the employee's health insurance or EAP. Depending upon the nature and severity of the offense, discipline resulting from the positive findings of confirmatory sample testing for controlled substances and/or harmful intoxicants

may be immediately imposed or reasonably deferred pending rehabilitation of the individual. Discipline resulting from the positive findings of confirmatory sample testing for beer, wine or intoxicating liquor shall be deferred on the first occasion pending rehabilitation of the individual, however, if said use resulted in loss or damage to City property or liability of the City to a third party, immediate discipline may be imposed even though the employee is referred to a rehabilitation program. An employee who participates in a rehabilitation program shall be allowed to use sick leave, vacation leave, leave of absence and compensatory time for the program for the period of the rehabilitation. Upon successful completion of such program, and upon receiving results from a retest demonstrating that the employee is substance free the employee shall be returned to his/her former position. Any employee in the above–mentioned rehabilitation programs who is placed on medical leave of absence without pay because of a lack of accrued sick leave shall retain only such benefits and seniority as is provided under other applicable Articles of this Agreement.

M. If the screening test is positive and the circumstances surrounding the incident are of such severity and egregiousness that immediate discipline is reasonable and appropriate, or if the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation or if he tests positive during tests within twelve (12) months after his/her return to work from such a program, the employee shall be subject to disciplinary action. Additionally an employee shall be subject to discipline for any violation of law or policy that occurs while on duty in conjunction with said substance or alcohol abuse (eg. DUI, insubordination, etc.)

N. Costs of all drug/alcohol screening tests and confirmatory tests shall be borne by the employer except that any test initiated at the request of the employee or otherwise not mentioned shall be at the employee's expense.

O. The employer may conduct three (3) tests for a period of twelve (12) months from the time of employee's return to work. However, drug/alcohol testing may be required of any employee, at any time, based upon reasonable suspicion or if randomly selected.

P. Only for the purposes of implementing the provisions of this Article, each bargaining unit member who undergoes substance testing shall execute a medical release in order for the employer to obtain the results of the drug/alcohol screening testing. Except as otherwise provided by State or Federal law with regard to communicable diseases, or without further authorization of the employee, the releases referred to in this Article shall authorize only the release of examination results and progress reports pertaining to the drug screening test

results. No other medical findings may be released without the express written permission of the employee.

The provisions of this Agreement shall not require the employer to offer a rehabilitation program to any employee more than once.

Q. An employee who refuses to take or does not take a substance test administered pursuant to this Article and is only suspended may not return to duty until he/she has passed a substance test administered under this Article.

R. Any bargaining unit employee who has been ordered to undergo blood or urine or hair testing may, upon request, be accompanied to the testing site by a steward or co–worker. No test will be delayed due to the tardiness of the employee's representative or co–worker. The employee's steward or co–worker shall be given reasonable time to attend.

S. Results of all tests administered pursuant to this Article shall constitute medical information and shall not constitute a public record unless otherwise provided under Ohio law. There will be equal and fair treatment to all bargaining unit employees.

T. The reading and interpretation of the specimen results shall be done by a Medical Review Officer who shall be a licensed physician responsible for receiving laboratory results generated by an employer's substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. This individual shall have documented scientific qualifications in analytical testing procedures.

U. The employer and the certified laboratory shall develop and maintain a clear and well–documented procedure for collection, shipment, and accessing of specimens under this Article.

V. A proper chain of custody shall be maintained on all specimens taken.

Section 8. Prescription Drug Use.

The City does not prohibit employees from using prescription drugs, provided: (a) the prescription drugs are prescribed for medical reasons by a licensed medical practitioner with dosage frequency prescribed on the label; and (b) the employee's use of prescription drugs does not affect job performance, threaten the safety, property or

reputation of other employees or the City, or result in a criminal felony or misdemeanor incident while on duty.

A supervisor acting on reasonable suspicion will give the employee who is using prescription medication according to the dosage prescribed and for appropriate medical treatment purposes the opportunity to explain the circumstances of obtaining the prescription if prescribed to someone other than the user. If the prescription is lawfully filled and used according to the dosage prescribed and is used for a reasonable medical treatment purpose the explanation will serve as an affirmative defense.

The City reserves the right to apply the disciplinary procedures of this policy, including requiring a drug and/or alcohol test, to any employee who uses prescription drugs in a manner which violates this rule.

Section 9. Off Duty Consumption of Alcohol. Employees shall not consume alcoholic beverages within eight (8) hours of reporting for duty. If called in for duty employees shall notify their supervisor prior to reporting if they have consumed alcohol within the previous eight (8) hours. Any testing conducted pursuant to this Article shall contain procedures that recognize and accommodate the potential that an employee's results may initially test positive for alcohol, notwithstanding compliance with the 8 hour requirement of this Section I and shall undertake additional inquiry into the basis for the reading.

ARTICLE 38
Duration and Reopener

Section 1. Effective Dates. This Agreement shall be effective for the period October 1, 2014 through 11:59 P.M., September 30, 2017.

Section 2. Notice. If either party desires to modify, terminate or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. The party requesting to modify, terminate this Agreement shall serve the statutory notice to the State Employment Relations Board as well as the other party. The parties shall commence negotiations within two (2) calendar weeks upon receiving the notice of intent.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("Memorandum") is made and entered into by and between the City of Riverside ("City"); and the Communications Workers of America, representing the City of Riverside Service Department employees ("Union"). The parties hereby enter into this Memorandum on the date set forth below.

WITNESSETH:

WHEREAS, the City and the Union have negotiated a new three year contract between the City and the Union; and

WHEREAS, the City and the Union have negotiated an amendment to Article 21- Vacation Leave to limit vacation leave accumulation to 280 hours; and

WHEREAS, as of January 1, 2015, some current employees of the Union will have vacation leave balances that exceed the new accumulation limit; and

WHEREAS, the City and Union wish to provide a year "grace period" for those employees to use their vacation leave before it is forfeited.

NOW THEREFORE, the parties state their understanding and intentions as to Article 21- Vacation Leave as follows:

Employees who have vacation leave balances that exceed 280 hours as of January 1, 2015 shall be given a period of one year (i.e. 2015) to use the vacation leave in excess of 280 hours. On January 1, 2016, any Union employee who has a vacation leave balance that exceeds 280 hours will forfeit the hours that exceed 280 hours.

For the Communication Workers of America AFL-CIO-CLC

Linda Hinton, Vice President
CWA District 4

David Murray, Vice President
CWA Local 4322

Kevin Miller, Negotiating Committee

Brian Hawkey, Negotiating Committee

Date: Feb. 24, 2015

For the City of Riverside, Ohio

Bryan R.H. Chodkowski, City Manager

Emily M. Christian, Assistant City Manager

Mitch Miller, Director of Public Services

Stephen M. McHugh, Attorney and Designated Representative

Date: Feb 11, 2015

For the Communication Workers of America AFL-CIO-CLC

Linda Hinton, Vice President
CWA District 4

David Murray, Vice President
CWA Local 4322

Kevin Miller, Negotiating Committee

Brian Hawkey, Negotiating Committee

Date: FEB. 24, 2015

For the City of Riverside, Ohio

Bryan R.H. Chodkowski, City Manager

Emily M. Christian, Assistant City Manager

Mitch Miller, Director of Public Services

Stephen M. McHugh, Attorney and Designated Representative

Date: Feb. 11, 2015