



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF EUCLID**

**AND**

**OHIO COUNCIL 8 AND LOCAL 2509  
OF THE  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**EFFECTIVE**

**JANUARY 1, 2015  
THROUGH  
DECEMBER 31, 2017**

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## AGREEMENT

### ARTICLE 1 PURPOSE

This Agreement is made between the City of Euclid, hereinafter referred to as the "City", and Ohio Council 8 and Local 2509 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union." The male pronoun or adjective used herein also refers to the female, unless otherwise indicated. The term "employee" or employees" where used herein refers to all employees in the bargaining unit. The purpose of the Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, including rates of pay, wages, hours and working conditions and to establish a peaceful procedure for the resolution of all differences between the parties.

### ARTICLE 2 RECOGNITION

The Union is recognized as the sole and exclusive representative of all employees of the City of Euclid in the Streets and Sewers Department, Public Buildings and Lands Department, and the Traffic Signs and Signals Department except those specifically excluded employees hereinafter listed: all Motor Maintenance Department employees, Sanitation Department employees, Waste Water Treatment Department employees, Police and Fire Department employees, clerical employees, technical employees, professional employees, confidential employees, management-level employees and supervisors as defined in Section 4117.01 of the Ohio Revised Code.

### ARTICLE 3 MANAGEMENT RIGHTS

#### SECTION 1.

Except as limited under this Agreement, the Management Rights include, but are not limited to, the right: to determine matters of inherent managerial policy including, but not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure; to direct, supervise, evaluate, or hire employees; to maintain and improve the efficiency of governmental operations; to determine the overall methods, process, means or personnel by which governmental operations are to be conducted; to suspend, discipline or discharge for just and proper cause, or to lay-off, transfer, assign, schedule, promote or retain employees; to determine the adequacy of the work force; to determine the overall mission of the employer as a unit of government; to effectively manage the work force; and to take actions to carry out the mission of the public employer as a governmental unit.

#### SECTION 2.

Unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the City. Further, the exercise of any enumerated or reserved management rights shall not be subject to negotiation, during the term of this Agreement either with respect to the decision or its effects.

#### SECTION 3.

*Distribution of Work Rules.*: Upon execution of this Agreement, the City shall distribute to each employee a copy of its Work Rules and its Policies & Procedures Manual. Each employee shall also be provided with a copy of any department rules which pertain to his/her department.

New employees shall be given a copy of the City's Work Rules, the Policies & Procedures Manual, and any department rules which pertain to his/her department. The Union Steward shall promptly meet with all new employees and provide them with a copy of the Agreement.

Changes in the Work Rules or the Policies & Procedures Manual shall be forwarded to all department heads in a timely manner. Department heads shall distribute copies of the changes to all employees.

#### ARTICLE 4 NON-DISCRIMINATION

##### SECTION 1.

There shall be no discrimination against any employee in the matter of training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise because of race, color, creed, national origin, sex, age, marital status, disability, handicap, reasonable grievance activity or union activity.

##### SECTION 2.

The City shall make a reasonable accommodation to an employee's handicap upon the employee's doctor's determination and where such accommodation will enable a handicapped employee to substantially perform the essential elements of the job in question. The City will abide by the Federal definition of handicapped as set forth by the E.E.O.C.

##### SECTION 3.

The City recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

##### SECTION 4.

All employees of the City within the bargaining unit shall receive equal treatment and share in any and all benefits as provided herein, regardless of whether or not they are dues paying members of the Union.

#### ARTICLE 5 NO-LOCKOUT/NO STRIKE

##### SECTION 1.

The City shall not lock-out any employee within the bargaining unit for the duration of this Agreement.

##### SECTION 2.

Neither the Union nor any employee shall, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor instigate or participate, directly or indirectly, in any strike. For purposes of this section, "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in wages, hours, terms and conditions of employment for the duration of this Agreement or any extension thereof.

#### ARTICLE 6 CHECK-OFF AND UNION SECURITY

##### SECTION 1.

All employees in the bargaining unit covered by this Agreement who are members of the Union on the date this Agreement is signed and all other employees in such bargaining unit who become members of the Union at any time in the future, shall, for the term of this Agreement, continue to be members of the Union and the City will not honor dues deduction (check-off) revocations from any such employee except as provided herein.

SECTION 2.

The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt of individual authorization cards voluntarily executed by an employee for that purpose and bearing his signature provided that an employee shall have the right to revoke such authorization by giving written notice to the City and the Local Union Treasurer at any time during the fifteen (15) day period preceding the termination of this Agreement, and, the authorization card shall state clearly on its face the right of an employee to revoke during that period.

SECTION 3.

The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job outside the bargaining unit.

SECTION 4.

All deductions, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15th) calendar day following the period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

SECTION 5.

The Union agrees to hold the City harmless in any and all lawsuits arising in law or equity from the deduction and use of union dues and assessments collected from its members through the check-off system and paid over to the Union by the City's Finance Department.

SECTION 6.

A. All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. Or, in the alternative, pursuant to Ohio Revised Code, Section 4117.09(c), to a recognized religious or non-profit organization exempt from taxation pursuant to Section 501(c) of the United States Revenue Code.

B. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty one (61) calendar days from the employee's date of hire or date of execution of this Agreement, whichever is later, as a condition of employment.

C. The fair share amount shall be certified to the City by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

D. Payment to the Union of the fair share shall be in accordance with regular dues deduction as provided herein. The City shall provide the Union with an alphabetical list of the names, social security number and addresses of those employees who had fair share fee deducted along with the amount of the fair share fee deduction.

SECTION 7.

Employees who revoke authorization for dues deduction pursuant to Article 6, Section 2, shall be immediately required to pay a fair share fee to the Union. This provision shall apply also to any additional titles and/or classifications which may be added to the Agreement during its term.

**ARTICLE 7  
BULLETIN BOARDS**

The City shall provide the Union with one (1) enclosed and locked bulletin board for the Streets and Sewers Department. The City shall also provide the Union with one (1) enclosed and locked bulletin board for the

Traffic Signs and Signals and Public Buildings and Lands Departments. Said bulletin boards shall be located in a mutually agreeable location.

## ARTICLE 8 UNION REPRESENTATION

### SECTION 1.

Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work.

### SECTION 2.

The City shall recognize one (1) Steward and one (1) Alternate Steward from each of the following Departments: Streets and Sewers, Public Buildings and Lands and Traffic Signs and Signals. The Steward shall represent employees on all shifts. The Alternate Steward shall be recognized when the regular Steward is absent or otherwise not available.

### SECTION 3.

The Union President and Stewards, upon notification to their Supervisor, shall be allowed reasonable time, as determined by the Supervisor, to carry out the functions of their Union office and such time shall not be unreasonably denied. Functions performed on behalf of the employees of the City during working hours will be without loss of pay.

In the event contract negotiations are scheduled and held during such periods as members of the Union's negotiating committee are not scheduled to work, such members shall be compensated at the hourly rate for time actually spent in negotiation. In no event shall such time create or be paid at premium rates or with shift premiums, notwithstanding provisions in Articles 18, 19 and 20 of this agreement.

### SECTION 4.

Stewards and Union Officers shall adhere to the following procedure in processing grievances and in carrying out all other functions of their offices.

- A. An employee having a grievance as defined herein shall notify his Steward and shall meet with him one (1) hour prior to the close of the employee's shift to complete the necessary grievance forms.
- B. Before leaving his job to conduct union business the Steward shall record the date, time and purpose of leaving said job site, upon the special Steward Activity Sheet. A copy of the Steward Activity Sheet shall be made available to the union representative.
- C. Upon returning to his job, the Steward shall first report to his own supervisor before resuming work if the supervisor is available, or, if he is unavailable, as soon as possible after resuming work.
- D. In the event of the absence of the Steward and the Alternate Steward, the President shall be called in their place. In the absence of the President, the Vice President shall be called.
- E. A Steward having an individual grievance in connection with his work may ask for the President to assist him in adjusting the grievance with his supervisor.

## ARTICLE 9 GRIEVANCE PROCEDURE

### SECTION 1.

It is mutually understood that the prompt presentation, adjustment and answering of grievances is in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances

involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedures as an orderly means of resolving grievances. Actions by the City or the Union which tend to impair or weaken the Grievance Procedure are improper.

#### SECTION 2.

A grievance is a dispute or difference between the City and the Union or between the City and an employee, including the interpretation and/or application of and/or compliance with any provision of this Agreement.

#### SECTION 3.

When a grievance arises, the following procedure shall be observed:

***Informal Step:*** An aggrieved employee shall first present the grievance to the foreman or immediate supervisor of the employee/grievant in an attempt to resolve the grievance.

***Step One:*** The Union Steward solely with the aggrieved employee(s) shall present the grievance in writing to the employee's supervisor within five (5) working days after the employee learned or should have learned of the event(s) giving rise to the grievance and upon which the grievance is based. The immediate supervisor and the Superintendent shall meet with the Steward and the employee within five (5) working days in an attempt to adjust the grievance. The grievance form shall set forth the details of the grievance, i.e., the fact upon which it is based, the Articles allegedly being violated, the approximate time of occurrence and the relief and remedy requested shall be dated and signed by the employee(s) and the Steward. Within five (5) working days of the Step One meeting, the Superintendent shall give an answer in writing to the Steward and the employee. This answer shall set forth in detail the settlement reached between the parties, if any. Agreement on this settlement shall be noted by both parties on the grievance form. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

***Step Two:*** If the grievance is not satisfactorily settled at Step One, it shall be presented to the Service Director within seven (7) working days after receipt of the Step One answer. Within seven (7) working days thereafter, the Service Director shall meet with the Union President and the Steward in an attempt to adjust the grievance.

***Step Three:*** If the grievance is not satisfactorily settled at Step Two, it shall be presented in writing to the Mayor or his designee by the Union President, within ten (10) working days following receipt of the Step Two answer. Thereafter, the grievance shall be heard by the review Committee at a date and time mutually agreeable to the parties, but, in any case, within fifteen (15) working days. The Review Committee shall consist of two members appointed by the Mayor, the Local Union President or his designee and a representative of Ohio Council 8, AFSCME, AFL-CIO or its designee. The Committee shall have the authority to require all parties to the grievance to appear and give testimony and present any facts or documentation relating to the grievance. Thereafter, within fifteen (15) working days, the committee shall make a written report of its disposition of the grievance with a copy to the Mayor and a copy to the Union.

***Step Four:*** If the grievance is not satisfactorily settled at Step Three, the Union may, within thirty (30) calendar days after receipt of the Step Three answer, submit the issue to arbitration. The Union shall notify the City, in writing, of its intent to appeal the grievance. Within ten (10) working days thereafter, the parties= representatives shall

meet for the purpose of attempting to mutually agree upon the selection of an arbitrator. If no agreement can be reached the Union shall notify the American Arbitration Association or the Federal Mediation and Conciliation Service, in writing, of its intent to arbitrate the grievance. Upon written notice of the Union's intent to arbitrate, the Association or the Service shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen in accordance with the Association's or Service's then applicable rules. The costs and fees of the arbitrator shall be borne equally by the parties.

#### SECTION 4.

In the event a grievance is submitted to arbitration, the Arbitrator shall have jurisdiction only over disputes arising out of issues as to the interpretation and/or application of and/or the compliance with provisions of this Agreement, including all disciplinary actions. In reaching his decision, the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of the Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

#### SECTION 5.

All decisions of arbitrators consistent with Section 4 of this Article and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding on the City, the Union and the employee(s). Provided, that a grievance may be withdrawn by the Union at any time during Steps One, Two or Three of the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance. Further, both the Union and the City have the right to appeal an arbitration decision as provided by the Ohio Revised Code Section 2711.01. All monies agreed to be due as part of a pre-arbitration settlement or as the result of the Award of the Arbitrator shall be paid to the involved employee(s) by the end of the next pay period.

#### SECTION 6.

A policy grievance may initially be presented by the Union President at Step Two of the Grievance Procedure.

#### SECTION 7.

The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the City and the Union and such agreement will not be unreasonably withheld. Working days as used herein shall not include Saturdays, Sundays, or Holidays. In determining the time period provided for under the Grievance Procedure, the initial day of the operative event shall be excluded and the required number of days shall thence be computed successively, excluding Saturdays, Sundays and Holidays.

#### SECTION 8.

All grievance meetings and all hearings before an arbitrator shall be scheduled during regular working hours.

### **ARTICLE 10** **DISCIPLINE**

#### SECTION 1.

The City of Euclid believes that all employees should be encouraged to work to the fullest extent of their ability. In an effort to keep the public trust and assist employees in working to the utmost of their ability, the City will progressively discipline employees who violate any of the work rules. No employee shall be disciplined, suspended, or discharged without just and proper cause.

A system of progressive discipline is administered in steps, with each step becoming more severe. The four (4) steps in the disciplinary process are:

- A. Verbal warning and cautioning
- B. Written reprimand
- C. Suspension
- D. Discharge

Consistent with just cause, the City may impose a higher level of discipline than a verbal warning and cautioning for more serious offenses. An employee who is disciplined must be notified within five (5) days from the date on which the City knew or should have known of the employee's infraction.

#### SECTION 2.

*Verbal warning and cautioning.* For most first offenses or violations of work rules, the employee will meet with his/her supervisor and discuss the violation. The employee shall have the right to have a Union representative present, upon request. The supervisor will explain how the employee's action or inaction violated the rule and will caution and counsel the employee on what corrective action needs to be undertaken. After that meeting the supervisor will make a written notation to the employee's file indicating that a verbal warning has been given, the date of the meeting, a short synopsis of the violation and what corrective action or steps have been discussed.

#### SECTION 3.

*Written reprimand.* If the employee continues to violate the same rule for which the employee was previously given a verbal warning, if the employee violates different rules, or if the seriousness of the situation warrants it, an employee may receive a written reprimand. In the event of discipline, the supervisor will send the employee correspondence indicating the nature of the violation and, if appropriate, outlining the type of corrective action that needs to be undertaken by the employee. The written reprimand will be placed in the employee's file.

#### SECTION 4.

*Suspension.* If the employee continues to violate rules in which he/she has previously received a written reprimand, if different violations occur after receipt of previous written reprimands, or if the situation warrants more serious action, an employee may be suspended from duty without pay, subject to Section 1. Prior to any suspension an employee will receive a pre-disciplinary hearing from his/her Director. Upon notice of a violation of the work rules that may warrant a suspension, the employee's immediate supervisor will notify the Director of the situation. The Director will initiate an investigation of the incident. If the investigation reveals that a suspension may result, the Director will notify the employee in writing that a pre-disciplinary hearing will be held with the Director at a designated time and place. The notification will outline the possible work rule violations that have occurred. The employee has the option to meet privately with a Union representative before the conference and have the Union representative attend the conference with him/her and speak on the employee's behalf. At the conference the employee will be given the opportunity to explain the situation and give reasons for his/her conduct. At the conclusion of the conference, the Director has three (3) working days in which to notify the employee and the Union President of any suspension. The employee will receive a written letter indicating the disposition of the charged violations and the length of the suspension without pay. The letter shall describe in detail the reason or reasons for which the employee has been suspended. Any suspension shall be for a specific number of consecutive days on which the employee would have been regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of the suspension only. A copy of said letter will be placed in the employee's file and will be forwarded to the Personnel Office and the Civil Service Commission.

#### SECTION 5.

*Discharge.* In the event the employee has not corrected behavior previously dealt with in any of the above steps or if the infraction is of a serious and/or grave nature, an employee may be discharged. Before an employee may be discharged, the pre-disciplinary procedure outlined in Section 4 must be followed.

#### SECTION 6.

In imposing discipline on a current charge, the City shall not take into account any prior offenses which occurred outside the record retention period outlined in Article 10, Section 7. Offenses occurring outside the retention period shall be sealed on the employee's personnel file and shall not be used against the employee.

**SECTION 7.**

The following schedule applies to retention of infraction records in an employee's personnel file. This schedule does not imply whether or what type of discipline might be imposed for any given infraction of work rules.

12-MONTH RETENTION OF RECORD	Any unrelated violation of "Group I" offenses, Personnel Policy Section 5.5.
24-MONTH RETENTION OF RECORD	Conviction of a job-related misdemeanor, Personnel Policy Section 5.2.
	Conviction of a felony, Personnel Policy Section 5.3.
	Any "Group II" offense, Personnel Policy Section 5.5.
	Fourth related or identical violation of "Group I" or "Group II" offenses, Personnel Policy Section 5.5.
	Violation of Driver Disciplinary Program, Personnel Policy Section 5.5.
	Violation of CBA Drug Testing Policy.

Record of the arrest of an employee, Personnel Policy Section 5.5, shall be retained for one year or until resolution of the criminal matter, whichever occurs first. "Letters of Caution" issued (pursuant to the Driver disciplinary Program) to drivers found not at fault shall not be held in an employee's personnel file.

**SECTION 8.**

An employee shall receive a copy of any warning, reprimand, or other disciplinary action within a reasonable period of time not to exceed five (5) working days. He/she shall sign and acknowledgment that the copy has been received. A copy of such disciplinary action shall be forwarded to the Local Union President.

**SECTION 9.**

It is important that employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure beginning at Step 2.

**SECTION 10.**

Within thirty (30) calendar days following ratification of this Agreement, the City shall provide each employee with a copy of all existing work rules, including rules of disciplinary infractions. Further, the City shall provide each employee with a copy of any other work rule(s) promulgated by it prior to the rule(s) being placed in effect. Each employee shall be required to sign a form to acknowledge receipt of the rules or any new rules which are issued. This acknowledgment shall be placed in the employee's personnel file with a copy provided to the Local Union President.

**ARTICLE 11  
PROBATIONARY PERIOD**

New employees shall be considered to be on probation for a period of one hundred eighty (180) calendar days. During the probationary period discharge or suspension by the City shall not be subject to the Grievance Procedure.

**ARTICLE 12  
SENIORITY**

**SECTION 1.**

Seniority shall be an employee's uninterrupted length of continuous service with the City commencing with the employee's date of hire. An employee shall have no seniority for the initial probationary period provided in Article 11 but, upon completion of the probationary period, seniority shall be retroactive to the date of hire. Part-time employees shall have seniority rights only as against other part-time employees. Full-time employee shall have seniority rights as against other full-time employees and against part-time employees in the bargaining unit.

SECTION 2.

For the purposes of this Agreement, a part-time employee is defined as an employee who is regularly scheduled to work thirty (30) or less hours per week.

SECTION 3.

Continuous service and seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is absent without report for three (3) consecutive work days unless the employee has a reasonable excuse for failing to report the absence.
- D. Is laid off for a period equal to the amount of seniority held at the time the lay-off commences or fifteen (15) consecutive months, whichever is less, or;
- E. Fails to report to work within five (5) calendar days of receipt of notice of recall from lay-off, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician. Should the City physician determine that the employee is not fit to return to work his regular job, the issue will be discussed with the Union. The question of the employee's fitness to work shall, upon the request of the Union, be submitted to an impartial physician who shall hold or be eligible for specialty certification in the medical specialty applicable to the illness or injury suffered by the employee and whose decision shall be final and binding on the City, the Union and the employee. The cost of said physician shall be borne by the City and the Union equally.

SECTION 4.

The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the Agreement and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department, date of hire, designation as to full-time or part-time status for each employee. The City shall provide the Local Union President and Treasurer with a list of additions to or deletions from the seniority list, if any, on a quarterly basis.

**ARTICLE 13**  
**LAY-OFFS**

SECTION 1.

Whenever it is necessary for the City to reduce its forces due to lack of work or lack of funds the employees within the department to be reduced will be laid off in the following order:

- A. Students;
- B. Part-time and seasonal employees;
- C. Employees who have not completed their probationary period;
- D. Regular full-time employees within the classification who have completed their probationary period;
- E. In the application of the foregoing, employees will be retained by reason of their seniority provided they have the skill, knowledge and qualifications to perform the required job duties.

SECTION 2.

Regular full-time employees shall be laid off on the basis of their seniority within their classification. When the seniority or service of two or more employees is equal, employees shall be laid off by the drawing of lots. In the event an employee cannot hold in his present classification, he shall have the right to bump an employee with lesser seniority within the Bargaining Unit provided the employee has the ability and the qualifications to do the work of the classification.

SECTION 3.

A regular full-time employee shall be given minimum of two (2) weeks advance notice of a lay-off.

SECTION 4.

In the event an employee is laid off he shall receive payment on a pro-rata basis for any earned but unused vacation as quickly as practicable, but no later than fourteen (14) calendar days after the lay-off.

**ARTICLE 14**  
**RECALL FROM LAY-OFF**

SECTION 1.

An employee who was laid off may be reinstated at any time within twenty-four (24) months of the effective date of the lay-off, provided the person remains qualified to perform the duties of the position. Reinstatement of laid off employees shall comply with the following section.

SECTION 2.

Employees shall be recalled in reverse order of lay-off. Recall notices shall be sent by certified mail, return receipt requested, to employee's last known address, as shown on employee's employment record with the City. An employee on lay-off shall, within five (5) working days of receipt of the notice of recall, advise the employer in writing of his acceptance or rejection of recall. Acceptance of the recall shall be effective on receipt by the employer. A person's failure to provide acceptance as defined herein shall result in the loss of their recall rights hereunder and removal from the recall list. In the event a job opening occurs in a lower rated job classification, the most senior employee on the lay-off list will be recalled and given the option of accepting or rejecting the lower rated job at the hourly rate of said job, provided he/she has the ability and qualifications to perform the work in question. In the event the recalled employee accepts the job opening, he/she will have the right to claim his/her original classification in the event it becomes available within eighteen (18) months from recall date.

**ARTICLE 15**  
**PROMOTIONS**

SECTION 1.

For the purpose of these provisions a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular classification, or, as an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment. Vacancies shall be determined at the City's discretion.

SECTION 2.

Whenever a vacancy occurs within the bargaining unit and such position is not filled through recall of a bargaining unit employee from a lay off list, notice of such vacancy shall be posted in all departments in the bargaining unit for a period of five (5) consecutive working days, not including the date of posting. During the posting period, anyone within the department or bargaining unit wishing to apply for the vacant position shall do so by submitting written application, on forms provided by the City, to the Service Director or his designee. Postings shall contain the stated requirements as set forth in the job description/classification and the rate of pay.

SECTION 3.

All applications filed in a timely manner will be reviewed by the Director or his designee within five (5) working days. The job shall be awarded to the qualified applicant with the most bargaining unit seniority. By the end of the fifth working day, a notice will be posted showing the name of the applicant selected or indicating no one was selected. If no application is received or none of the applicants meets the minimum qualifications for the job, the City may fill the job by hiring a qualified new employee.

SECTION 4.

An employee selected shall be considered to have qualified when he completes a probationary period of forty-five (45) working days, excluding vacation days.

SECTION 5.

Notwithstanding the general probationary period in Section 4, for the position of working foreman, the period of probation shall be one year from the date of appointment.

SECTION 6.

Should an employee fail to qualify during his probationary period for a position acquired by job posting or he/she voluntarily requests reinstatement to his/her prior position, he/she shall be returned to his/her former position if available. Otherwise, the employee shall be placed in a position with pay equal to that of his/her former position, within the same department.

ARTICLE 16  
**TEMPORARY TRANSFERS**

SECTION 1.

A temporary transfer shall not exceed thirty (30) consecutive days in a calendar year except: (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence, (2) to provide vacation relief scheduling, or (3) to meet an emergency. When an employee is temporarily transferred to another job classification his rate of pay shall be the higher of the two rates between his regular rate and the rate of the other classification. To qualify for payment of the higher rate an employee must work more than one (1) hour in the higher paying classification. If he does so, he shall be paid the higher rate for all hours worked beginning with the first hour of the temporary transfer.

SECTION 2.

The City will not rotate temporary transfer assignments in order to deprive employees of the opportunity to qualify for a higher rate of pay under these temporary transfer provisions.

SECTION 3.

Employees who wish to gain experience in classifications other than their own shall advise the Director of Public Service in writing of which classification experience is desired. Thereafter, the Director, at his discretion, may permit such employee to work in the other classification at those times and for those durations determined by the Director. Any employee working outside of their normal classification pursuant to this section shall not be entitled to receive the higher rate of the other position.

ARTICLE 17  
**HOURS OF WORK**

SECTION 1.

The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) consecutive days of eight (8) hours each day, inclusive of the time allotted for meals, during the period starting 12:01 a.m. Saturday to midnight Friday.

## SECTION 2.

All employees shall be allowed thirty (30) uninterrupted minutes for a scheduled lunch period unless required by their supervisor to work through the lunch period. No overtime will be paid for an employee working through the lunch period, however, the employee will be allowed a later lunch period that day or compensated at the regular hourly rate with the determination to be made by the employee's supervisor. Whenever possible, employees shall be permitted to return to the garage to take their lunch period and shall be allowed fifteen (15) minutes travel time to do so. If circumstances are such that the employees must remain on the job site for lunch (i.e. hot mix, sewer, machines, concrete work, leaf removal or emergency snow removal) employees shall be permitted fifteen (15) minutes to wash up and use the restroom at the nearest facility. All employees shall be allowed up to fifteen (15) minutes to wash up at the end of the eight (8) hour work shift. Sweeper, Loader and Vac-All Operators shall be allowed up to an additional fifteen (15) minutes to wash and prep equipment for next shift readiness.

## SECTION 3.

There shall be two (2) fifteen (15) minute rest periods for each eight (8) hour work day. The rest periods shall be scheduled at 10:00 a.m. and 2:00 p.m. unless they must be scheduled at another time to avoid a disruption of the work. Employees must remain at the job site during the rest period. However, one (1) employee shall be permitted to leave the premises to purchase refreshments at the nearest available store.

## SECTION 4.

An employee in the bargaining unit shall be allowed a work break not to exceed fifteen (15) minutes after eight (8) hours or more of overtime in a twenty four (24) hour period.

## SECTION 5.

First shift hours of work for employees in all Departments of the bargaining unit shall be either 7:00 A.M. to 3:00 P.M., or 7:30 A.M. to 3:30 P.M., as determined by the appropriate Supervisor and approved by the Director. Hours of work for second and third shifts shall also be eight (8) hours, as calculated from the applicable first shift hours in each Department. Custodian Hours shall be as per building assignment.

## SECTION 6.

Winter Shifts.

A. When establishing winter shifts (2nd shift and 3rd shift) in the Department of Streets and Sewers, the City shall provide the Union notice of the number of employees in each classification needed for Weekend and Winter shifts, and starting and ending times of said shifts, within a reasonable time period prior to implementation.

B. The following shall apply to assigning employees to the winter shifts:

- (i) Employees will be permitted to volunteer for such shifts;
- (ii) If more than the number of employees needed volunteer, then the volunteers shall be selected based on seniority;
- (iii) If less than the number of employees needed volunteer, then employees shall be assigned to such shifts in reverse order of seniority.

## SECTION 7.

Employees are expected to report to work in a timely manner and as scheduled. When an employee has accrued fifteen (15) minutes of tardiness, that employee shall forfeit that compensation in that pay period at that rate. Tardiness shall be accrued on a continual basis and forfeited at 15 minute increments.

In the event an employee reports for duty tardy and there is substantial justification for said tardiness, it shall be at the discretion of the superintendent as to whether that tardiness shall be included in the accrued time.

**ARTICLE 18**  
**OVERTIME ASSIGNMENT AND EQUALIZATION**

**SECTION 1.**

For overtime scheduling for probationary period employees, overtime scheduling will be as follows:

- 1.) From the date of hire until the forty-fifth (45<sup>th</sup>) calendar day of the probation period, new employees will remain at the bottom of the scheduled overtime list.
- 2.) On the forty-sixth (46<sup>th</sup>) calendar day the employee will be put into the scheduled overtime list by dividing the average worked overtime hours by the number of employees.

**SECTION 2.**

The City shall be the sole judge of the necessity for overtime. All overtime will initially be offered to employees within the classification, within the Department within the same shift involved in order of seniority. In offering overtime, the City shall use a list of employees by classification, by seniority, by Department. In making an offer of overtime, the City shall first offer overtime to the employee with the least number of overtime hours and sequentially thereafter. If sufficient employees do not voluntarily accept, the City shall then have the right to offer the overtime to employees within the classification, within the department, on other shifts, in order of seniority. If sufficient employees do not voluntarily accept, the City shall then have the right to offer the overtime to employees within the classification in other departments within the bargaining unit in order of seniority. If there are still an insufficient number of volunteers, the City shall then have the right to assign overtime within the classification, within the department, within the involved shift in the reverse order of seniority and the employee must work the overtime when assigned.

**SECTION 3.**

Emergency overtime cannot be refused. An emergency is defined as an impairment to City services or operations which cannot be delayed. However, at the discretion of the Director or his designee, an employee may be excused from emergency overtime.

**SECTION 4.**

The City shall equalize overtime within an eight (8) hour spread among employees within the classification, within the department, within the shift. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime equalization.

**SECTION 5.**

***Compensatory Time.*** In lieu of monetary compensation for overtime hours worked, an employee, in his or her sole discretion, may elect to receive compensatory time off. Compensatory time shall be earned at the same rate as overtime pay, i.e., one-and-one-half time. An employee may not accumulate more than ~~sixteen (16)~~ twenty-four (24) hours of compensatory time at any given time. When an employee elects to be credited with compensatory time hours for overtime hours worked, such compensatory time must be taken off and used within the next ~~two~~ six months; otherwise, the compensatory time will be paid off monetarily in the next succeeding pay period. A request to utilize accrued compensatory time must be submitted to and approved by the employee's supervisor at least twenty-four (24) hours prior to the time requested, unless the supervisor waives this limitation. Compensatory time must be utilized in not less than two-hour increments. An employee may not split or divide overtime hours worked between monetary compensation and compensatory time. The employee shall declare to his/her supervisor at the conclusion of working overtime whether he/she desires to be credited with compensatory time. Absent such declaration, the employee will be paid for overtime hours worked.

**ARTICLE 19**  
**PREMIUM PAY**

**SECTION 1.**

All employees in the job classifications covered by this Agreement shall receive time and one-half (12) their regular rate of pay for all hours worked in excess of forty (40) hours in one (1) week during the period provided for in Article 17.

**SECTION 2.**

All employees who work on a recognized holiday shall receive time and one-half (12) their regular rate of pay for all hours worked on the holiday in addition to their regular holiday pay as provided herein.

**SECTION 3.**

For the purpose of computing overtime pay, holidays and vacations shall be counted as hours and days worked.

**SECTION 4.**

An employee in the bargaining unit shall receive time and one-half (12) their regular pay for all hours worked in the excess of eight (8) hours in one (1) day during the twenty four (24) hour period beginning with the start of his regular scheduled shift.

**ARTICLE 20**  
**SHIFT PREMIUM**

**SECTION 1.**

The City shall pay a shift premium of seventy-five cents (\$.75) per hour for all hours worked during the second and third shifts, except in the case of Night Watchman.

**SECTION 2.**

The City shall pay a shift premium of seventy-five cents (\$.75) to employees required to work the special weekend winter shift, for all hours actually worked on Saturday, Sunday and holidays.

**ARTICLE 21**  
**CALL-IN PAY**

An employee who is called in to perform emergency overtime work shall be paid for each call-out not less than the equivalent of four (4) hours straight time pay.

**ARTICLE 22**  
**STAND-BY PAY**

Minimum time for stand-by hourly employees who are offered to stand by for possible call-out shall be paid for each eight (8) hour shift not less than the equivalent of three (3) hours straight time pay. In the event of a call-in, the employee shall be paid for such call-in according to the provisions of Article 21 hereinbefore stated.

**ARTICLE 23**  
**HOLIDAYS**

**SECTION 1.**

All full-time employees shall be entitled to the following holidays:

- A. The First Day of January (New Year's Day)
- B. The Third Monday of January (Martin Luther King Day)

- C. The Third Monday of February (Presidents' Day)
- D. The Friday before Easter (Good Friday)
- E. The Last Monday of May (Memorial Day)
- F. The Fourth of July (Independence Day)
- G. The First Monday in September (Labor Day)
- H. The Second Monday in October (Columbus Day)
- I. The Thursday in November designated (Thanksgiving Day)
- J. The Day after Thanksgiving
- K. The Twenty-fourth of December (Christmas Eve)
- L. The Twenty-fifth of December (Christmas Day)
- M. Five (5) Personal Holidays (For Employees Hired on or before  
December 31, 2012)

SECTION 2.

Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

SECTION 3.

An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular hourly rate. If an employee's work schedule is other than Monday through Friday, he shall receive in addition to his regular hours pay, eight (8) hours straight time pay for holidays observed on his day off, regardless of the day of the week on which they are observed.

SECTION 4.

All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (12) their regular rate of pay for all hours worked on the holiday. With the exception of any employee working New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, those employees shall receive in addition to the eight (8) hours of holiday pay, two times (2X) their rate for all hours worked on the holiday. All recognized holidays shall be considered a regularly scheduled day of work while an employee is assigned to a winter shift.

SECTION 5.

Requests for the use of personal time can be requested as late as 1 hour prior to start of shift. Approval or disapproval shall be given within two (2) days of the submission of the request. Requests that are made less than two (2) days of the requested time off shall be approved or disapproved by the close of the day the request was made.

SECTION 6.

To be entitled to holiday pay, an employee must be in active pay status or on an excused absence the last scheduled work day before the holiday and the first scheduled work day after the holiday.

SECTION 7

For employees hired on or after January 1, 2013, Section 1, M (Personal Holidays) shall be reduced to a maximum of Three (3) Personal Days and shall be entitled to pro-rated personal days in their first calendar year determined by their hire date.. Days are credited as follows:

- A. Hired after January 1 but before April 30 = 3 days
- B. Hired after May 1 but before August 31 = 2 days
- C. Hired after September 1 = 1 days

ARTICLE 24  
VACATIONS

SECTION 1.

All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of City service as follows:

- A. When an employee has completed one (1) year of continuous service, the employee shall be entitled to and receive two (2) weeks vacation.
- B. When an employee has completed five (5) years of continuous service, the employee shall be entitled to and receive three (3) weeks vacation.
- C. When an employee has completed ten (10) years of continuous service, the employee shall be entitled to and receive four (4) weeks vacation.
- D. When an employee has completed fifteen (15) years of continuous service, the employee shall be entitled to and receive five (5) weeks vacation.
- E. When an employee has completed twenty (20) years of continuous service, the employee shall be entitled to and receive six (6) weeks vacation.
- F. Steps D and E of this section shall not apply to those employees of the bargaining unit hired on or after January 1, 2013. For those employees, Steps A, B and C shall provide the entire scope of vacations.

SECTION 2.

2.1 An employee becomes eligible for vacation leave on the first anniversary of his employment with the City. Vacation leave shall be taken within twelve (12) months after it is earned. Vacations are to be taken only on a weekly basis unless otherwise agreed by the City, except that employees shall be entitled to use two (2) weeks of vacation in increments of one (1) to four (4) days. Employees wishing to use vacation in increments of less than one (1) week shall give their supervisor forty-eight (48) hours prior notice. In the Streets Department, no more than two (2) employees shall take personal leave or a single day vacation on the same date, but the number of employees allowed to take that date as part of a full week (or more) vacation shall remain unchanged.

2.2 If an employee wishes to cancel his scheduled single day vacation, he must notify his supervisor within seventy-two (72) hours of his scheduled day off. The supervisor has the discretion to grant an employee cancellation up to forty-eight (48) hours prior to his scheduled day off. An employee will not receive a cancellation at any time less than forty-eight (48) hours of his scheduled day off.

2.3 In the event an employee cancels his scheduled day off, the newly opened date must be posted so as to give another employee the opportunity to request that particular day off.

2.4 To be entitled to pay for a vacation day, an employee must be in active pay status or on an excused absence the last scheduled work day before the vacation day and the first scheduled work day after the vacation day.

SECTION 3.

If an employee is terminated, voluntarily or involuntarily, prior to taking his vacation, he shall receive the prorated portion of any fully earned but unused vacation leave which he has accrued under Section 1 of this Article. In the case of the death of an employee, the unused vacation shall be paid to his estate.

SECTION 4.

If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

#### SECTION 5.

Employees may take their vacations during the calendar year. During January 1, to 8:00 a.m. March 1, of each calendar year, employees will be given an opportunity to indicate on a form provided by the City their vacation leave preference. Promptly thereafter, a written vacation schedule will be prepared by the City with priority given to employees according to bargaining unit seniority. Individual written confirmation will be given to each employee. Once the vacation schedule is determined, it shall not be changed without the consent of the involved employee. Any employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority based upon a first come first serve basis.

A. The most senior half of the workforce may schedule vacations from January 1 through January 31. The second half of the workforce may schedule vacations from February 1 through the end of February. Once the vacation is determined it shall not be changed without written consent of the involved employee. Any employee who fails to make application during the appropriate period will be given his/her vacation leave without regard to seniority and based on first come first serve basis. No employee shall be unreasonably denied vacation time. Modifications to the scheduling procedure can be made if the Department Superintendent and the Union mutually agree to said modifications.

#### SECTION 6.

Employees shall take their vacation during the year in which it is earned.

### ARTICLE 25 **NEW AND CHANGED JOBS**

If substantial changes occur in the method of operations, tools, or equipment of a job, or if a new job is established within the general scope of the work performed by members of this unit, the City shall establish and describe the job and it shall establish a pay structure for that job and may implement the job. 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) calendar days following the termination of discussions concerning the rate of pay. If the grievance is arbitrated, the arbitrator shall have the authority to establish the proper rate of pay for the job or he shall order placing the job within the rate of pay for that classification. The arbitrator's award shall become final and binding and the rate of pay shall be retroactive to the commencement of discussions between the Union and the City in accordance with this Article. Any rate and classification agreed to by the City and the Union shall become part of the wage schedule of this Agreement.

### ARTICLE 26 **PAID & UNPAID LEAVES**

#### SECTION 1. - SICK LEAVE

1.1 *Computation.* Each member shall earn paid sick leave at the rate of one and one-fourth (1 1/4) days for each completed month of service. Each full calendar month of service shall be deemed a completed month.

1.2 *Unused Sick Leave.* Unused sick leave shall be unlimited in its accumulation.

1.3 *Accumulation of Sick Leave During Authorized Absence.* Members absent from work on authorized holidays, vacation, sick leave, disability leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty. Members absent from work on any other authorized leave, including family or medical leave, military leave, and other unpaid leave, shall not be entitled to accumulate sick leave during their absence.

1.4 *Use of Sick Leave.* A member with accumulated sick leave may use such leave only for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, illness in the member's immediate family as such term is defined in Section 2.3 of this article, or other such circumstances set forth herein. A member absent from work and on sick leave shall inform his/her immediate supervisor of the fact and the reason therefore as soon as possible; the failure to do so no later than the start of his/her shift may be cause for denial of sick leave with pay for the period of absence.

1.5 *Minimum Units.* Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.

1.6 *Required Reports.* Sick leave, with pay, in excess of three (3) consecutive working days, for reason of illness or injury, shall be granted only after presentation of a written, signed statement by the member justifying the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written statement or a physician's statement shall be grounds for disciplinary action, including dismissal. Any member fraudulently obtaining or attempting to obtain sick leave, may be subject to discipline up to and including dismissal.

1.7 *Sick Leave Credit.* A member who is laid off from their position may, if reappointed within twenty-four (24) months, have available any unused sick leave existing at the time of lay off. A member who transfers, including promotions and demotions, from one City position to another shall retain the unused balance of their accumulated sick leave. A member who was previously employed with another public entity in the State of Ohio may, upon application to their Department Head, be credited with the unused balance of the sick leave accumulated at their previous public employment provided the time between their previous public employment and their application for credit of previous unused sick leave does not exceed ten (10) years.

1.8 *Retirement and Death Benefits.* The City shall pay to a member who retires from employment with the City, or to the estate of a member who dies while an employee of the City, a sum calculated as follows:

A. the employee's daily rate of pay multiplied by the number of unused and accumulated sick days up to a maximum of one hundred fifty (150) days; plus

B. twenty dollars (\$20.00) multiplied by the number of accumulated and unused sick days in excess of one hundred fifty (150) days.

C. in a single payment unless the employee and City agree to an alternate payment schedule.

For purposes of this section only, an employee's daily rate of pay shall be calculated by dividing their bi-weekly rate on their last day of employment by ten (10).

## SECTION 2. - BEREAVEMENT LEAVE

2.1 A bargaining unit member who suffers the loss of a member of their immediate family, as defined herein, shall be granted three (3) consecutive days of paid bereavement leave. Additional day(s) of paid bereavement leave may be granted by the Mayor at his discretion.

2.2 If approved by the Mayor, employees may attend the funeral of a bargaining unit member who was on the active payroll at the time of death. In such cases, employees shall be entitled to use sick leave or a personal holiday at the employee's discretion.

2.3 For purposes of this section, "Immediate family" is defined as employee's spouse, mother, father, stepparents, children, stepchildren, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, a legal guardian or any other relative permanently domiciled with the employee.

## SECTION 3. - FAMILY AND MEDICAL LEAVE

The City will comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA). The City reserves the right to develop policies in order to implement the FMLA, and such policies shall not conflict with any terms and conditions of this Agreement. All leaves shall run, where applicable, concurrently with Family and Medical Leave (FML).

Members shall first use accrued sick, personal, furlough or other accrued time, as appropriate, prior to taking unpaid leave. A member who takes FML because of the member's own serious health condition shall be required to obtain and present certification from a licensed physician or other appropriate health care provider indicating that the member is fit to return to work, prior to returning to work.

#### SECTION 4. - JURY DUTY AND WITNESS DUTY

An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of such service. The employee will receive, as compensation during such leave, the difference between their current salary and the amount of the jury or witness fees received. To be eligible for such leave and compensation, the employee shall notify the Service Director upon receipt of the notice of jury service or the subpoena and shall, after completing service, provide the Service Director a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

#### SECTION 5. - MILITARY LEAVE

5.1 Any bargaining unit member who is a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or a member of any of the reserve components of the U.S. Armed Forces shall be entitled to a paid leave of absence when performing military duty for periods not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours in any calendar year. In the event an employee is called to extended military duty, by Executive Order of the President of the United States or an Act of Congress, in excess of the time periods of the preceding sentence, he/she shall be entitled to be paid, during each month of such military duty, the lesser of the following:

- A. the difference between their gross monthly wages as an employee of the City and their gross monthly military wages; or
- B. one thousand dollars (\$1,000.00).

However, any employee whose gross monthly military wages exceeds their gross monthly wages as an employee of the City, shall not be entitled to any compensation from the City during any period of extended military duty.

5.2 Any bargaining unit member wishing to take leave under this section shall first present to the Service Director the order, or a written statement from the appropriate military commander, authorizing such military duty.

#### SECTION 6. - SPECIAL LEAVE

6.1 *Authorization by Mayor.* The Mayor may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year.

6.2 The City Council, upon recommendation of the Mayor, may grant leaves of absence with or without pay in excess of the limitations above for purposes that are deemed beneficial to the City service.

#### SECTION 7. - DISABILITY LEAVE

7.1 Any employee absent as the result of a job-related illness or injury and who receives compensation under the Workers' Compensation Law of the State of Ohio shall receive only that portion of his regular salary at the time the injury is sustained. In the event that time off from work is required, they may be offered Salary Continuation in lieu of other forms of compensation under the Workers' Compensation Law, provided the City's procedures for injury reporting, compliance and documentation are followed. This documentation will include, but not limited to, completing a City accident/injury by end of day/end of shift, or as soon as practicable if extenuating circumstances prevent the employee from complying with the filing requirement. This report will be filed with

Human Resources, as well as the person's direct manager and/or Department Head. All cases will be dealt with on an individual basis, and the City's decision on each case will be made without prejudice or precedence.

7.2 Any employee receiving compensation under Workers' Compensation who reimburses the Employer for an amount the Employer paid, pursuant to Section 1 of this Article, shall not be charged sick leave for any time he shall be absent because of such job-related illness or injury. In the event that the BWC determines that the injury is not employment-related or the claim is disallowed, any time the employee has been absent from work shall be deducted from their appropriate earned leave balances, or if none are available, will be considered unpaid leave. The time spent on leave shall also be counted under the person's Family and Medical Leave Act (FMLA) allotment if such leave also qualifies under the FMLA.

7.3 The Employer's payment to an employee under Part 7.1 of this section shall continue during the time the employee is receiving payments under the Workers; Compensation Law, but in no event for more than six (6) months from the date of injury. Thereafter, any employee unable to return to work may, at his option, use his accrued sick and vacation leave. If an employee is unable to return to work or if he could demonstrate a need for a further leave of absence, with or without pay, for a period not to exceed three (3) years. At the completion of the leave, the employee shall be permitted to return to active duty without any loss of seniority.

#### SECTION 8. - UNAUTHORIZED ABSENCE

Any bargaining unit member who fails to notify the appropriate supervisor or obtain the proper authorization as required by any of the provisions of this Article, or takes leave for purposes not permitted herein shall be considered absent without leave. All persons absent without leave shall not be paid for the period of their absence and shall be subject to discipline.

### ARTICLE 27 **TRANSITIONAL DUTY**

#### SECTION 1.

When an injured employee recovers to the extent that he may be eligible for a modified work program under the City's Transitional Duty Policy, the City shall place him in his own department. If no such position is available, the City will then place him in another department within the bargaining unit. If no such position is available, the City shall then place him in a non-bargaining unit position. In no event shall an employee be placed in a modified work program within another bargaining unit.

In the event an employee is placed in a non-bargaining unit position, he shall continue to be covered in all respects by this Agreement.

### ARTICLE 28 **UNION LEAVE**

At the request of the Union, a leave of absence without pay shall be granted up to a maximum of two (2) employees who have completed their probationary period and who are required to attend a Union convention or other Union function for a period not to exceed five (5) working days.

### ARTICLE 29 **OTHER LEAVE OF ABSENCE PROVISIONS**

#### SECTION 1.

An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed by the City and provided the employee gives the City ten (10) working days prior notice.

#### SECTION 2.

An employee who is on an approved leave of absence as provided herein shall accumulate seniority during the entire period and upon returning to work shall be assigned to his same position within his classification.

**ARTICLE 30**  
**HOSPITALIZATION**

**SECTION 1.**

Each full-time employee shall have the option of participating in a group health insurance plan. The City shall have the discretionary authority to choose the insurance carrier providing the coverage, so long as the City's exercise of that authority does not result in the diminution of the level of services provided to employees on the date of execution of this Agreement.

**SECTION 2.**

Under the City's self-insured health insurance plan, the City shall be liable for the entire cost of of any premiums necessary to obtain coverage by an insurance carrier or provider to ensure payment of all claims. Employees of the bargaining unit shall be liable for the payment of any deductibles and/or co-payments, as described in the plan, for properly submitting claims on a timely basis, and for providing all necessary information for the processing of claims.

**SECTION 3.**

Under the life of this contract, Exhibit A will be implemented.

**SECTION 4.**

In the event any bargaining unit in the City of Euclid should receive a medical and prescription drug plan that provides greater benefits or reduces the employee contributions during the term of this contract, the Union has the right to the benefit of those changes.

**SECTION 4.**

The City shall be liable for the payment of the AFSCME Life Insurance Program in the amount of \$7.50 per month per employee in the bargaining unit for the stated coverage of \$30,000.00 pursuant to the AFSCME Health and Welfare Program during the term of this Agreement. The City will also provide an additional \$20,000.00 of Life Insurance at no cost to the employee in the bargaining unit.

**SECTION 5.**

Effective January 1, 2013, the City shall be liable for the payment to the AFSCME Vision Care II Plan for each bargaining unit employee for vision coverage under the AFSCME Health and Welfare Program for the life of this Agreement.

**SECTION 6.**

The City shall be liable for the payment to the AFSCME Dental Plan in the amount of \$26.00 per month per bargaining unit employee for dental coverage under the AFSCME Health and Welfare Program for the life of this Agreement.

**SECTION 7.**

The City shall be liable for the payment to the AFSCME Hearing Aid Plan in the amount of \$0.50 per month per bargaining unit employee.

**SECTION 8.**

The City shall be liable for the payment to the AFSCME Legal Benefit Plan in the amount of \$5.00 per month per bargaining unit employee.

**SECTION 19.**

The City shall be liable for the payment to the AFSCME Care Plan – Employee Assistance Program in the amount of \$1.40 per month per bargaining unit employee.

**SECTION 10.**

The payments described in sections 5 through 10 of this article shall be in lieu of the City providing such benefits at the City's cost.

SECTION 11.

All employees shall be eligible to participate in a health care savings plan, known as a Section 125 Plan. Participation levels, annual limits and plan costs may be adjusted on an annual basis with notice to employees prior to program changes.

**ARTICLE 31**  
**SAFE WORK PRACTICES**

SECTION 1.

The Union shall be entitled to appoint a representative from each department to serve as members of the City's General Safety Committee. There shall also be a Service Department Safety Committee consisting of the Administrative Director, or his designee, the Superintendent in the Streets Department, the City Safety Manager, the Union President, the Streets and Sewers steward, and the Union Safety Officer. The Committee shall meet at least once every two (2) months and otherwise as often as the Committee determines necessary. All meetings shall not exceed one (1) hour and are to be held at the end of the work day, unless there is mutual agreement otherwise.

SECTION 2.

The City shall provide safety equipment and maintain proper safeguards and safe working conditions for all employees. In the event an employee reasonably believes a situation is unsafe, the employee shall notify his supervisor immediately. The situation will then be investigated by the Department Safety Committee on the same day or as soon thereafter as possible.

SECTION 3.

As long as an employee has notified his supervisor of the alleged unsafe condition the employee shall not be required to perform the work until it has been determined to be safe. However, said employee may be assigned alternative duties until an investigation can be completed.

SECTION 4.

The City will provide and maintain safe vehicles for all employees required to use vehicles for their assigned duties.

SECTION 5.

Safety equipment shall be worn as required.

SECTION 6.

A Labor-Management Committee shall be created, and shall consist of at least one member of management and one bargaining unit member. Members of the Committee must receive Labor Management Training either through FMCS or SERB. The Committee shall create its own rules of governance, but shall meet a minimum of one time per year.

**ARTICLE 32**  
**SCHOOL COST REIMBURSEMENT**

The City will reimburse costs incurred by an employee who attends, completes and obtains certification of satisfactory completion from the school or training facility attended by the employee at the request of the City or by mutual agreement of the City and the employee. Said schooling or training must be directly related to the enhancement of the employee's work assignment and/or his job description. In addition to the cost for the school or training, the City will compensate an employee required to travel for the school or training for the hours actually spent in training and travel for a maximum of eight (8) hours at the regular rate and for travel expenses, meals and lodging, if required.

**ARTICLE 33**  
**UNIFORMS**

**SECTION 1.**

Effective with the effective date of the City's next contract with the uniform supply company, employees will be provided eleven (11) uniforms with two changes per week. Employees may wear uniform shorts, Dickies style 79710. Such shorts must be purchased at the employees cost. The City and Union agree to evaluate extending this provision based upon a review of safety compliance.

**SECTION 2.**

Employees shall be responsible for lost uniforms and uniforms willfully damaged by the employee.

**SECTION 3.**

The City shall keep a record of the number of uniforms and condition of the uniforms issued to each employee. Further, the City shall keep a record of all damage to uniforms reported by an employee and any replacement uniform issued to an employee. The employee shall sign and receive a copy of these records at the time these records are made.

**SECTION 4.**

A shoe and clothing allowance shall be paid to each bargaining unit member as follows:

On April 15, 2015:	\$1000.00
On April 15, 2016:	\$1000.00
On April 15, 2017:	\$1000.00

Probationary employees will receive their shoe and clothing allowance after they have completed their probationary period. Employees will be entitled to only one such allowance per calendar year.

**ARTICLE 34**  
**LICENSES**

The City shall reimburse all bargaining unit employees for the cost of license fees necessary for the performance of the employee's job requirements.

**ARTICLE 35**  
**FOUL WEATHER GEAR**

The City shall provide individual foul weather gear to all employees and slicker boots and rubber gloves for bargaining unit employees and shall replace each as necessary due to wear and tear. Return of the worn or damaged item to the superintendent shall be a prerequisite to its replacement.

**ARTICLE 36**  
**TOOLS AND EQUIPMENT**

The City shall provide employees all tools and equipment necessary to the adequate performance of their job duties.

**ARTICLE 37**  
**NON-BARGAINING UNIT EMPLOYEES**

Supervisors, general foremen or other non-bargaining unit employees will not perform bargaining unit work to the extent that it results in a lay-off, reduction in force or a reduction of hours of work by bargaining unit employees, including overtime.

**ARTICLE 38**  
**SUB-CONTRACTING**

Any subcontract of work customarily performed by employees in the bargaining unit classifications shall not result in the lay-off of said employees.

**ARTICLE 39**  
**TAX DEFERRAL**

Employee contributions to the Public Employees Retirement System will not be included in the gross taxable income subject to Federal Withholding taxes.

**ARTICLE 40**  
**LONGEVITY PAY**

**SECTION 1.**

Longevity pay shall be computed on a percentage basis depending on years of service in accordance with the following schedule:

A.	Five or more years	3.5%	of the employee's base salary, but not less than \$120.00
B.	Ten or more years	5.0%	of the employee's base salary, but not less than \$180.00
C.	Fifteen or more years	6.5%	of the employee's base salary, but not less than \$300.00
D.	Twenty or more years	8.0%	of the employee's base salary, but not less than \$420.00

**SECTION 2.**

Longevity shall be paid during the month of December each calendar year.

**SECTION 3.**

All employees hired after April 24, 1997 shall not be eligible for longevity pay and shall not be entitled to longevity pay based on prior governmental service.

**SECTION 4: - CONTINUOUS SERVICE BONUS.**

All employees hired after April 24, 1997, who are not eligible for longevity pay pursuant to Section 3, above, shall be entitled to an annual Continuous Service Payment. No Continuous Service Payment under this provision is due any employee before December, 2004. Continuous Service Payments shall be paid at, or approximately at, the same time the City makes longevity payments. Continuous Service Payments shall be paid in accordance with the following schedule:

Upon completion of Five Years or more of service	\$200.00
Upon completion of Ten Years or more of service	\$250.00
Upon completion of Fifteen Years or more of service	\$300.00
Upon completion of Twenty Years or more of service	\$350.00

In no event shall any employee be entitled to a Continuous Service Payment in excess of Three Hundred Fifty Dollars (\$350.00).

**ARTICLE 41**  
**WAGES**

**SECTION 1.**

The following schedule of wage increases shall be implemented during the duration of this Agreement:

Effective January 1, 2015:	1.5% increase
Effective January 1, 2016:	2.0% increase plus \$1.00 per hour equity adjustment*
Effective January 1, 2017:	2.0% increase plus \$1.00 per hour equity adjustment*

\*Equity adjustment will be for Sewer Lateral Maintenance, Light Equipment Operator, Special Equipment Operator, and Working Foreman employees only

**SECTION 2.**

The wage schedule attached hereto as Exhibit B shall be deemed to reflect the wage increases described in this Article including equity adjustment pursuant to Section 1 of this Article.

**ARTICLE 42**  
**RESIDENCY**

All bargaining unit employees, shall be permitted to reside within one hour from Euclid City Hall.

**ARTICLE 43**  
**DRUG AND ALCOHOL TESTING**

**SECTION 1. - POLICY STATEMENT**

Both the City and the Union recognize that alcohol and drug abuse are threats to the public safety and to the employees. Thus, the employer will take the necessary steps, including alcohol and drug testing, to eliminate alcohol and drug abuse. The goal of this policy is that of education, prevention and rehabilitation, rather than discipline and termination. Employees who believe they have a dependency problem, even in its early stages, are encouraged to seek diagnosis and follow through with treatment that may be prescribed by qualified professionals, in order to eliminate the problem, as early as possible. The same benefits and insurance coverages that are provided for all other diseases under the City's insurance programs will be available for individuals who accept medically approved treatment for alcohol and drug dependency.

**SECTION 2. - JOB SECURITY**

It will be the responsibility of the employer to implement this policy and to assure that no person with an alcohol or drug dependency problem will have his/her job security or promotional opportunities jeopardized by a request for diagnosis or treatment. The decision to request a diagnosis and to accept treatment for alcohol and drug dependency is the personal responsibility of each employee. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance and/or discipline. Person participating in the alcohol or drug dependency program will be expected to satisfy existing job performance standards and established work rules.

**SECTION 3. - CONFIDENTIALITY**

It is imperative that all employees recognize and preserve the confidential nature of the medical records of employees with alcohol and drug dependency problems. If any employee feels that alcohol or drugs have become a

problem that is reflected in their work performance, he/she is strongly urged to speak to his/her immediate supervisor.

#### SECTION 4. - DISCLAIMER

Nothing in this statement of policy is to be interpreted as constituting a waiver of the Department's responsibility to maintain discipline or its right to take disciplinary actions, in case of poor performance or misconduct that may result from alcohol and drug dependency.

#### SECTION 5. - BASIS FOR TESTING

Employees may be tested for alcohol and drug related impairment, under any of the following conditions:

A. Where there is reasonable suspicion to believe that the employee is under the influence of, or their job performance is impaired by, either alcohol or drugs. Such reasonable suspicion must be based on objective facts or specific circumstances found to exist that present a reasonable basis to believe that the employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion may include, but are not limited to, poor work performance; high level of sick time usage, unusual behavior or actions, involvement in an on-the-job accident resulting in personal injury or property damage, or involvement in a traffic accident while operating a City vehicle, where circumstances raise a question concerning the existence of alcohol use or drug abuse by the employee. The listing of these examples are not intended to exclude other situations that may give rise to reasonable suspicion of being under the influence of, or using or abusing, alcohol or drugs.

B. After participation in an alcohol or drug abuse rehabilitation program, an employee shall be required to undergo three (3) urine tests, within the one (1) year period starting with the employee's completion of the program.

#### SECTION 6. - ORDER FOR TESTING

If an employee is reasonably suspected of being under the influence of, or using or abusing alcohol or drugs, it shall be reported to the Service Director and he shall determine if alcohol or drug testing is warranted. If it is determined by the Service Director that the testing is warranted, he shall issue the order requiring that the test be taken. Nothing in this section shall prevent the Service Director from issuing the order that the test be taken if he reasonably suspects an employee to be under the influence of alcohol or drugs. The individual first reporting to the superintendent in charge shall give their reasons for doing so, in writing, to the superintendent in charge, as soon as possible. This report shall be confidential, but a copy given to the affected employee, if requested, and shall be released to any person designated by the affected employee.

#### SECTION 7. - TESTING PROCEDURES

Specimen collection shall occur in a secure and private room. Specimen samples shall be sealed, labeled against the identity of the employee to ensure the results match the employee tested, and stored in a secure and refrigerated atmosphere, until tested or delivered to the testing laboratory. If after submitting the sample abuse is suspected, the employee will be required to complete a form indicating all drugs currently being taken and any toxic substances he may have come in contact with. If alcohol abuse is suspected, the employee may submit to a breathalyzer test, to be administered by an operator licensed through the State of Ohio, Department of Health, if he so desires.

#### SECTION 8. - CDL EMPLOYEES

In addition to the above, all bargaining unit members satisfying the definition of a driver in Exhibit B, shall be subject to the procedure for alcohol and controlled substances testing set forth in Exhibit B.

### ARTICLE 44

## **MODIFICATION**

Amendments to and modifications of this Agreement may be made by mutual agreement of the parties. The party proposing to amend or modify the Agreement shall so notify the other in writing. Within thirty (30) working days thereafter, the parties shall meet to discuss the proposed amendment or modification subject to the provisions of the Ohio Revised Code 4117.01 et. seq.

### **ARTICLE 45** **LEGALITY**

It is the intent of the City and the Union that this Agreement comply in every respect with applicable legal statutes, and ordinances of the City of Euclid if it is determined by a court of competent jurisdiction that any provision of this Agreement is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining provisions which shall remain in full force and effect. In the event any provision is determined unlawful, the Agreement shall be reopened on that provision and the City and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision.

### **ARTICLE 46** **DURATION OF AGREEMENT**

#### **SECTION 1.**

This Agreement shall be effective as of January 1, 2015 and shall remain in effect through December 31, 2017, unless either party to this Agreement, on or before sixty (60) days prior to the expiration of such period, notifies the other party, in writing, of its intention to terminate this Agreement.

#### **SECTION 2.**

Completeness of Agreement. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, except as provided in this Agreement, the City and the Union, for the duration of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the contemplation or knowledge of either or both parties at the time they negotiated and executed this Agreement.

### **ARTICLE 47** **MUTUALLY AGREED DISPUTE RESOLUTION**

#### **SECTION 1.**

It is herewith agreed that no provision of Ohio Revised Code Section 4117.14 or any other section of the Code purporting to establish for public sector bargaining a process of negotiation, dispute resolution, settlement or approval shall be applicable as between the Union, its members and the City, save and except those specific provisions contained in Section 4117.14 of the Code which permit public employers and the exclusive representatives of public employees to reach agreement on issues by a procedure other than as provided for by Section 4117.14. The methods for negotiation, dispute resolution, settlement and approval set forth in this Article are the exclusive procedure by which the parties hereto will seek to reach agreement on all subjects in dispute.

#### **SECTION 2.**

Within twenty-one (21) days or as soon thereafter as possible after ninety (90) days prior to the expiration date of this agreement, the parties shall meet at a mutually selected location to begin bargaining. Subsequent negotiating sessions will be convened by mutual agreement of the parties. Both sides shall be free to select their

own representatives for purposes of bargaining and shall not be limited to employees of the City. Each team shall be represented by not more than six (6) representatives.

During the ninety (90) days prior to the expiration of the contract or during any mutually agreed extension of this period, the parties may meet to mutually agree on the selection of a mediator to assist them in reaching settlement.

No partial offer made or acceptance of a partial offer made shall bind either party to the partial offer or its acceptance, until such time as the Agreement has been presented to the Union membership and approved. A vote by the membership of the Union to disapprove will restore the parties to the bargaining process without obligating either party to maintain positions held immediately prior to submission for approval. Likewise, a refusal by the City Council to approve a request for funds necessary to implement an agreement or to approve any other matter requiring its approval will restore the parties to bargaining without the obligation to maintain any previously adopted agreement. It is the intent of both parties that this agreed upon bargaining process be a free and open exchange, unencumbered by artifice, to the end that each side has a full and fair opportunity to persuade the other to agreement.

### SECTION 3.

Approval/disapproval of any proposed agreement or partial agreement by the Union will be governed exclusively by the Union's own constitution or by-laws. The approval of a request for funds necessary to implement an agreement or partial agreement or the approval of any other matter by the City Council shall be governed by its rules and regulations and the applicable provisions of Ohio Revised Code Section 4117.10. The Union will vote first and the City Council will vote pursuant to Section 4117.10 only after written notice that the Union has ratified the agreement or partial agreement.

### SECTION 4.

In the event no agreement on all issues has been reached prior to November 30, 2008, the City and Union will meet to select an Arbitrator. If the parties cannot agree on the selection of an Arbitrator, the City and the Union shall jointly notify the American Arbitration Association (AAA) of their intent to submit the unresolved issues to it to be resolved through binding arbitration. That notice shall include a request that AAA forward to the City and the Union a panel (list) of seven (7) individuals from which the Arbitrator can be selected.

### SECTION 5.

After AAA has received the joint notice of the parties, it shall submit a list of seven (7) individuals to each party, and the Arbitrator shall be chosen therefrom by the alternate strike method, no later than the seventh (7<sup>th</sup>) day after the parties' receipt of the list of arbitrators. The party striking first shall be determined by a coin toss. The hearing shall be held as soon as practicable after the date the Arbitrator is chosen. The City and the Union shall equally share the cost of services provided by the Arbitrator. The City and the Union shall pay the cost of their own witnesses and presentation. Any party desiring a reporter shall bear the cost of same.

### SECTION 6.

Not later than three (3) days before the hearing, the City and the Union shall serve on the Arbitrator and the opposing party a written report summarizing the unresolved issues to be submitted to the arbitrator, the party's final offer on each issue and the rationale for that position. The Arbitrator shall have jurisdiction only over the unresolved issues and any other matters which the parties may mutually agree to submit for resolution. The hearing shall be conducted pursuant to the current rules of the American Arbitration Association.

### SECTION 7.

After the hearing, the Arbitrator shall resolve the dispute (each issue) between the parties by conventional arbitration of all unresolved issues, taking into consideration the following:

- (a) Past collectively bargained agreements between the parties;

- (b) Any currently existing collective bargaining agreements between the City and other bargaining units.
- (c) Comparison of the issues submitted to binding arbitration relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (d) Comparability of treatment between the employees in the bargaining unit in question and the City's employees doing work comparable to that performed by bargaining unit employees concerning the issues submitted to binding arbitration;
- (e) The interests and welfare of the public, the ability of the Employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (f) The lawful authority of the Employer;
- (g) The stipulations of the parties; and
- (h) Such other factors, not confined to those listed in this Section, which are normally or traditionally taken into consideration in the determination of the issues submitted to binding arbitration through voluntary collective bargaining, mediation, or other impasse resolution procedures in the public service or in private employment.

#### SECTION 8.

The Arbitrator shall make written findings of fact and promulgate a written opinion and award upon the issues presented, and upon the record made in the proceeding and shall mail or otherwise deliver a true copy thereof to the parties. The award shall specify the contractual language/provision to be implemented by the parties with regard to the issue(s) arbitrated.

#### SECTION 9.

After the Arbitrator has entered an award, it and all other matters previously agreed upon by the parties shall constitute the entire Agreement between the City and the Union. The City and the Union by mutual agreement can amend or modify the Arbitrator's award.

#### SECTION 10.

Increases in rates of compensation and other matters with cost implications awarded by the arbitrator will be effective retroactively, if necessary, to January 1, 2015.

#### SECTION 11.

The award of the Arbitrator is final, conclusive and binding on the City and the Union, and it is a mandate to both parties to take the necessary steps to implement the award, unless the parties mutually agree to amend or modify the award.

#### SECTION 12.

By the implementation of this Mutually Agreed Dispute Resolution Process, the Union relinquishes any statutory right to strike, and the City relinquishes any statutory right to lock out employees.

IN WITNESS WHEREOF, the parties hereto, being the City of Euclid and the AFSCME, AFL-CIO, OHIO COUNCIL 8 AND LOCAL 2509 hereby execute this Agreement as of this 13<sup>th</sup> day of May, 2015.

ON BEHALF OF THE UNION, LOCAL 2509:

Margaret L. Brown  
By: Staff Representative  
AFSCME Ohio Council 8

[Signature]  
Local 2509 President

[Signature]  
Local 2509 Vice President

[Signature]  
Local 2509 Steward

[Signature]  
Local 2509 Steward

ON BEHALF OF THE CITY OF EUCLID:

[Signature]  
By: Bill Cervenik, Mayor

ON BEHALF OF THE UNION, LOCAL 2509:

\_\_\_\_\_  
Local 2509 Steward

\_\_\_\_\_  
Local 2509 Steward

APPROVED AS TO FORM

[Signature]  
Chris Frey Director of Law

*Execution by the City of Euclid has been authorized by the Euclid City Council by Resolution No.*

	<b>DEDUCTIBLE</b>	<b>CO-INSURANCE</b>	<b>OFFICE CO-PAY</b>	<b>ER CO-PAY</b>	<b>RX RETAIL CO-PAY</b>	<b>RX MAIL ORDER CO-PAY</b>	<b>OUT-OF-POCKET MAX</b>
<b>TRADITIONAL</b> 1/1/15-3/31/15	\$200/\$300	100%	\$20	\$50	\$5/\$12/\$25	\$5/\$12/\$25	0
4/1/2015	\$250/\$500	90%	\$15/25	\$75	\$5/\$25/\$40	\$10/\$50/\$80	\$625/\$1250
2016	\$250/\$500	90%	\$15/25	\$75	\$5/\$25/\$40	\$10/\$50/\$80	\$750/\$1500
2017	\$250/\$500	90%	\$15/25	\$75	\$5/\$25/\$40	\$10/\$50/\$80	\$750/\$1500
<b>BASIC</b> 2015-2017	\$2000/\$4000	100%	after deductible 100%	after deductible 100%	after deductible 100%	after deductible 100%	\$2000/\$4000
<b>METRO HEALTH SELECT</b> 2015-2017	0	100%	\$10	\$75	\$3/\$10/\$25	\$6/\$20/\$50	0

**EXHIBIT A**  
**HEALTH CARE PLAN DESIGNS 2015, 2016, AND 2017**

**Monthly Health Care Premiums 2015**

<b>PLAN</b>	<b>TIER</b>	<b>WITHOUT WELLNESS</b>	<b>WITH EMPLOYEE WELLNESS</b>
<b>Traditional MMOH</b>	Ee	125	100
	Ee + Children	150	125
	Ee + Spouse	175	150
	Ee + Spouse + Children	200	175
<b>Basic MMOH</b>	Ee	75	50
	Ee + Children	100	75
	Ee + Spouse	125	100
	Ee + Spouse + Children	150	125
<b>MetroHealth Select</b>	Ee	75	50
	Ee + Children	100	75
	Ee + Spouse	125	100
	Ee + Spouse + Children	150	125

**Monthly Health Care Premiums 2016**

<b>PLAN</b>	<b>TIER</b>	<b>WITHOUT WELLNESS</b>	<b>WITH ONE WELLNESS PARTICIPANT</b>	<b>WITH TWO WELLNESS PARTICIPANTS</b>
Traditional MMOH	Ee	135	110	
	Ee + Children	175	150	
	Ee + Spouse	225	200	175
	Ee + Spouse + Children	250	225	200
Basic MMOH	Ee	85	60	
	Ee + Children	125	100	
	Ee + Spouse	175	150	125
	Ee + Spouse + Children	200	175	150
MetroHealth Select	Ee	85	60	
	Ee + Children	125	100	
	Ee + Spouse	175	150	125
	Ee + Spouse + Children	200	175	150

**Monthly Health Care Premiums 2017**

<b>PLAN</b>	<b>TIER</b>	<b>WITHOUT WELLNESS</b>	<b>WITH ONE WELLNESS PARTICIPANT</b>	<b>WITH TWO WELLNESS PARTICIPANTS</b>
Traditional MMOH	Ee	165	125	
	Ee + Children	215	175	
	Ee + Spouse	275	235	200
	Ee + Spouse + Children	300	260	225
Basic MMOH	Ee	115	75	
	Ee + Children	165	125	
	Ee + Spouse	225	185	175
	Ee + Spouse + Children	250	210	200
MetroHealth Select	Ee	115	75	
	Ee + Children	165	125	
	Ee + Spouse	225	185	175
	Ee + Spouse + Children	250	210	200

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**EXHIBIT B**  
**AFSCME UNION WAGE RATES**

	Effective <u>1-1-2015</u>	Effective <u>1-1-16</u>	Effective <u>1-1-17</u>
<b><u>PUBLIC BUILDINGS &amp; LANDS</u></b>			
CUSTODIANS	\$18.50	\$18.87	\$19.25
MAINTENANCE REPAIR HELPER	\$19.83	\$20.23	\$20.63
CARPENTER	\$25.65	\$26.16	\$26.68
ELECTRICIAN	\$25.65	\$26.16	\$26.68
PLUMBER	\$25.65	\$26.16	\$26.68
BRICKLAYER ***			
LABORER ***			
PAINTER ***	\$25.65	\$26.16	\$26.68
<b><u>STREETS &amp; SEWERS</u></b>			
LIGHT EQUIPMENT OPERATOR	\$20.06	\$21.46	\$22.89
SEWER LATERAL MAINTENANCE	\$20.06	\$21.46	\$22.89
SPECIAL EQUIPMENT OPERATOR	\$21.00	\$22.42	\$23.87
UTILITY MAINTENANCE MAN	\$21.63	\$22.06	\$22.50
WORKING FORMAN	\$24.72	\$26.21	\$27.73
LABORER ***	\$19.24	\$19.62	\$20.01
HEAVY EQUIPMENT OPERATOR ***			
LIFT TRUCK OPERATOR ***	\$20.48	\$20.89	\$21.31
NIGHT WATCHMAN ***	\$17.08	\$17.42	\$17.77
<b><u>TRAFFIC MAINTENANCE</u></b>			
SIGN MAINTENANCE SHOP CLERK	\$14.87	\$15.17	\$15.47
SIGN SHOP LABORER	\$19.24	\$19.62	\$20.01
SIGNAL UTILITY MAINTENANCE MAN	\$21.71	\$22.14	\$22.58
SIGNAL TECHNICIAN	\$25.65	\$26.16	\$26.68
SIGNAL SHOP MAINTENANCE TECH. ***			
WORKING FOREMAN ***			
<b><u>VARIOUS POSITIONS</u></b>			
COMMUNICATION ENGINEER ***	\$19.31	\$19.70	\$20.09
INCINERATOR LABORER ***			

	Effective <u>1-1-15</u>	Effective <u>1-1-16</u>	Effective <u>1-1-17</u>
<u>GOLF COURSE MAINTENANCE</u>			
LIGHT EQUIPMENT OPERATOR	\$16.14	\$16.46	\$16.79
SENIOR LIGHT EQUIPMENT OPERATOR	\$17.02	\$17.36	\$17.71
WORKING FOREMAN	\$22.18	\$22.62	\$23.07

\*\*\* INDICATES THAT POSITIONS ARE NOT FILLED

**EXHIBIT C**  
**ALCOHOL & CONTROLLED SUBSTANCES**  
**TESTING PROCEDURE FOR**  
**EMPLOYEES WHO POSSESS A**  
**COMMERCIAL DRIVERS LICENSE**

**I. PURPOSE.**

The purpose of this procedure is to aid in the prevention of accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

**II. DEFINITIONS.**

1. **Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol's including methyl and isopropyl alcohol.
2. **Alcohol concentration (or content)** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.
3. **Alcohol use** means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
4. **Driver** means any bargaining unit member who operates a commercial motor vehicle. For purposes of this definition, commercial motor vehicle means a motor vehicle or combination of motor vehicles used to transport passengers or property if the motor vehicle:
  - a. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
  - b. Has a gross vehicle weight rating of 26,001 or more pounds; or
  - c. Is designed to transport 16 or more passengers, including the driver; or
  - d. Is of any size and is used in the transportation of materials found to be hazardous for purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

For the purposes of pre-employment/pre-duty testing only, the term "driver" includes a person applying to an employer to drive a commercial motor vehicle.

5. **Performing (a safety-sensitive function)** means a driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.
6. **Refuse to submit (to an alcohol or controlled substances test)** means that a driver:
  - a. Fails to provide adequate breath for alcohol testing as required in Part VI of this Procedure without a valid medical explanation, after he/she has received notice of the requirement for breath testing in accordance with the provisions of this part;
  - b. Fails to provide an adequate urine sample for controlled substances testing as required in Part VI of this Procedure without a genuine inability to provide a specimen (as determined by a medical evaluation), after he/she has received notice of the requirement for urine testing in accordance with the provisions of this part; or
  - c. Engages in conduct that clearly obstructs the testing process.
7. **Safety-sensitive functions** means the following:
  - a. All time waiting to be dispatched;
  - b. All time inspecting, servicing or conditioning any commercial motor vehicle;

- c. All time driving a commercial motor vehicle;
  - d. All other time spent in or on any commercial motor vehicle;
  - e. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded;
  - f. All time spent dealing with a commercial motor vehicle accident; and
  - g. All time repairing, obtaining assistance or remaining in attendance upon a disabled commercial motor vehicle.
8. **Substance abuse professional** means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, driver assistance professional, or addition counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

### III. NOTICE OF POLICY

Each driver shall receive a copy of the City of Euclid's Alcohol and Drug Policy for drivers who operate commercial motor vehicles. Such notice is for informational purposes only, and shall not be interpreted as modifying the terms of this Agreement. Each driver shall be required to sign a certificate or receipt that he/she has in fact received such policy.

### IV. PROHIBITIONS

No driver shall engage in any of the following prohibited activities:

- 1. Reporting to or remaining on duty requiring the performance of a safety-sensitive function with an alcohol concentration of 0.04 or greater;
- 2. Possess alcohol, unless it is manifested and transported as part of a shipment, while on duty or operating a commercial motor vehicle;
- 3. Use alcohol while performing a safety-sensitive function;
- 4. Perform a safety-sensitive function within four (4) hours of using alcohol;
- 5. Use alcohol within eight (8) hours of an accident or until he/she undergoes a post-accident alcohol test when required by this policy;
- 6. Refuse to submit to any alcohol or controlled substance test, as defined by federal law, required by this procedure;
- 7. Reporting to or remaining on duty requiring the performance of a safety-sensitive function when the driver uses a controlled substance. This prohibition does not apply to any controlled substance use pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Any driver using a controlled substance pursuant to physician instructions shall, prior to performing any safety-sensitive functions, submit to his/her supervisor a written statement from such physician indicating the substances used and that such substances do not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- 8. Report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for a controlled substance.

### V. TESTING

#### 1. Pre-Employment Testing.

Unless one of the exceptions of 49 C.F.R. § 382.301(b) or (c) apply, each driver, after receiving an offer of employment with the City, but prior to the first time he/she performs a safety-sensitive function for the employer, shall undergo testing for controlled substances. Any driver promoted or transferred to a safety-sensitive position shall be treated as a new hire.

**2. Post-Accident Testing.**

Each of the following drivers shall, as soon as practical following an accident involving a commercial motor vehicle, submit to a test for alcohol and controlled substances:

- a. Any driver performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
- b. Any driver who receives a citation under state or local law for a moving traffic violation arising from the accident.

All drivers required to submit to post-accident testing shall remain readily available for such testing or will be deemed to have refused to submit to testing.

In the event a driver required to submit to post-accident testing is not tested for alcohol within two (2) hours of the accident, the employer shall insert a written record into the driver's file stating the reason for such delay. The employer shall continue attempts to obtain alcohol test for up to eight (8) hours following the accident at which time attempts shall cease and the driver's record shall reflect the reasons for such failure to test.

In the event a driver required to submit to post-accident testing is not tested for controlled substances within thirty-two (32) hours following the accident, the employer shall cease attempts to obtain a test and shall insert a written record into the driver's file stating the reasons the test was not promptly administered.

**3. Random Testing.**

Drivers shall be subject to random alcohol and controlled substances testing. The random selection of drivers shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the driver's Social Security Number, payroll identification number, or other comparable identifying number.

Testing shall be performed on an unspecified number of dates reasonably spread throughout the year and shall be at the minimum annual percentage rates of twenty-five percent (25%) of the drivers for alcohol and fifty percent (50%) for controlled substances. The employer may test at a lower or different rate for either alcohol or controlled substances if either such rate is changed by the Federal Highway Administration Administrator. Each driver shall have an equal chance of being tested each time selections are made. Actual dates of testing shall be unannounced.

Each driver selected for random testing shall proceed to the designated test site immediately, or as soon as possible after completion of any safety-sensitive functions then being performed.

A driver shall be tested for alcohol only while performing a safety-sensitive function, just before or just after performing such functions. A driver may be tested for controlled substances at the discretion of the employer.

**4. Reasonable Suspicion Testing.**

A driver shall submit to an alcohol test or controlled substances test if the employer has a reasonable suspicion that such driver may be violating the prohibitions of this procedure. The employer's determination that reasonable suspicion exists to require the driver to undergo an alcohol or controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include, without limitation, indications of the chronic and withdrawal effects of alcohol or controlled substances. The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or Director who is trained in accordance with 49 C.F.R. § 382.603. With respect to alcohol testing, such observations must be made just before, during or just after the performance of safety-sensitive functions. With respect to controlled substances testing, such observations may be made at any time.

A written record shall be made of the observations leading to a controlled substance reasonable suspicion test, and signed by the supervisor who made the observations, within 24 hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

With respect to alcohol testing, if a test is not administered within two (2) hours of the determination of reasonable suspicion, a written record shall be inserted into the driver's file stating the reasons why such test was not promptly administered. If an alcohol test is not administered within eight (8) hours of the determination of reasonable suspicion, all further attempts to obtain such test shall cease and the employer shall insert into the driver's file a written record stating the reasons for not administering the test. In any event, no driver shall be permitted to perform or continue to perform safety-sensitive functions until:

- a. an alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
- b. twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

#### **5. Return-To-Duty Testing.**

Before any driver who has violated one (1) or more of the prohibitions concerning alcohol of this procedure returns to duty requiring the performance of a safety-sensitive function, he/she shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Before any driver who has violated one (1) or more of the prohibitions concerning controlled substances of this procedure returns to duty requiring the performance of a safety-sensitive function, he/she shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

#### **6. Follow-Up Testing.**

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, each such driver shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional pursuant to Part VIII hereof. Follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before such performance, or just after such performance. Follow-up controlled substances testing shall be conducted at the discretion of the employer.

### **VI. ALCOHOL AND DRUG TESTING PROCEDURES.**

Alcohol and drug testing will be conducted by the City's designated medical professional.

#### **1. Alcohol Testing.**

Any driver subject to this procedure and required to submit to an alcohol test must provide an adequate sample of breath using an approved Evidential Breath Testing Device (EBT) to a Breath Alcohol Technician (BAT). The BAT shall explain the testing procedures to the driver and request him/her to complete and sign the certification statement of the Breath Alcohol Testing Form. (Refusal to sign this certification shall be considered a refusal to submit to a test).

- a. After the driver has successfully provided the breath sample, the BAT will show him/her the test result displayed on the EBT and record the required information on the form. If the test result is 0.02 or greater, the BAT shall instruct the driver not to eat, drink, belch, or put any object or substance into his/her mouth. The driver shall wait fifteen (15) minutes for a confirmation test. If the driver puts something into his/her mouth, or belches before the next test, the test will be given and the technician will note the fact on the form.

The BAT will show the driver the result of the second test displayed on the EBT, record the required information on the form and note problems that arose during the testing process. He/she and the driver shall sign and date the form.

The BAT shall transmit all results to the Mayor's designee in a confidential manner. If the test results are 0.02 or greater, the designee will remove the driver from safety-sensitive duties.

- b. If the driver fails to provide an adequate breath sample, then he/she must be examined by a licensed physician to determine whether a medical condition precluded him/her from providing an adequate amount of breath. If the physician makes such a determination, the failure shall not be deemed a refusal to test.

If the physician cannot make such a determination, the failure to provide an adequate breath sample shall be deemed a refusal to test.

In either case, the physician/medical review officer (MRO) shall provide a written statement to the Mayor's designee of the basis for the physician's conclusion.

**2. Drug Testing.**

Any driver subject to this procedure and required to submit a controlled substances test must present a photo identification card to confirm his/her identity to the collector and then provide at least a 45ml. urine specimen into a collection bottle in a room that both affords privacy to the individual and protects the integrity of the specimen. The collector will subdivide the urine specimen into two bottles in front of the driver. The two bottles of the driver's urine will be sealed and labeled by the collector, and initialed by the driver before they are shipped to a laboratory currently certified by the Department of Health and Human Services.

**VII. NOTIFICATION OF RESULTS**

An employer shall notify a driver of the results of a pre-employment controlled substance test conducted under this part, if the driver requests such results within sixty (60) calendar days of being notified of the disposition of the employment application. An employer shall notify the driver of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted under this part if the test results are verified positive. The employer shall also inform the driver which controlled substance or substances were verified as positive as soon as practicable after the employer acquires such information.

**VIII. CONSEQUENCES**

If a driver has violated one (1) or more of the prohibitions of this procedure, he/she shall not perform safety-sensitive functions, including driving a commercial motor vehicle, except as provided herein.

**1. Evaluation by a Substance Abuse Professional**

Each driver who engages in conduct prohibited by Part IV hereof, shall:

- a. be advised by the employer of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs; and
- b. be evaluated by a substance abuse professional chosen by the City who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substances use.

**2. Returning to Duty**

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by Part IV hereof, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use:

- a. Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed under this section, and
- b. Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional, and consist of at least six tests in the first twelve (12) months following the driver's return to duty. The employer may direct the

driver to undergo return-to-duty and follow-up testing for both alcohol and controlled substances, if the substance abuse professional determines that return-to-duty and follow-up testing for both alcohol and controlled substances is necessary for that particular driver. Follow-up testing shall not exceed sixty (60) months from the date of the driver's return to duty. The substance abuse professional may terminate the requirement for follow-up testing at any time after the first six (6) tests have been administered, if the substance abuse professional determines that such testing is no longer necessary.

**3. Costs.**

The cost of the substance abuse professional's evaluation and the rehabilitation program shall be the sole and complete responsibility of the driver. Such costs may be paid for by the driver's employer provided health insurance, where applicable.

**4. Refusal to Submit to Testing.**

A driver who refuses a post-offer, pre-employment test will not be hired.

A driver who refuses a return-to-duty test will not be returned to duty.

A driver who refuses a post-accident, random, reasonable suspicion, or follow-up test will be treated as if he/she had a positive result.

**5. Discipline.**

Any driver violating one (1) or more of the prohibitions of Part IV hereof shall be suspended without pay until such time as he/she has completed any rehabilitation program prescribed by the substance abuse professional and to the satisfaction of the substance abuse professional.

Any driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be suspended without pay until the start of the driver's next regularly scheduled shift, but not less than twenty-four (24) hours following administration of the test.

On the second occurrence of a driver's violation of one (1) or more of the prohibitions of Part IV hereof, such driver shall be terminated.

Any driver providing false information or attempting to falsify test results shall be immediately removed from duty and subject to discipline up to and including dismissal.

ATTACHMENT  
BARGAINING UNIT CLASSIFICATIONS

STREETS AND SEWERS DEPARTMENT

Working Foreman  
Heavy Equipment Operator  
Lift Truck Operator  
Utility Maintenance Man  
Special Equipment Operator  
Sewer Lateral Maintenance  
Light Equipment Operator  
Laborer  
Night Watchman

TRAFFIC SIGNS AND SIGNALS DEPARTMENT

Working Foreman  
Signal Technician  
Signal Utility Maintenance Man  
Signal Shop Maintenance Technician  
Sign Shop Laborer  
Signal Maintenance Shop Clerk

PUBLIC BUILDINGS AND LANDS DEPARTMENT

Carpenter  
Plumber  
Electrician  
Painter  
Bricklayer  
Maintenance Repair Helper  
Custodian  
Laborer

GOLF COURSE MAINTENANCE DEPARTMENT

Light Equipment Operator  
Senior Light Equipment Operator  
Working Foreman