



04-28-15  
14-MED-09-1311  
3286-03  
K32176

**AGREEMENT  
BETWEEN  
THE CITY OF WATERVILLE, OHIO  
AND THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL No. 20**

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

## TABLE OF CONTENTS

Article Title	Page
1 Preamble.....	1
2 Recognition.....	1
3 Union Dues and Fair Share Fees.....	1
4 Union Representation.....	2
5 Non Discrimination.....	3
6 Management Rights.....	3
7 Work Rules.....	4
8 No Strike – No Lockout.....	5
9 Corrective Action/Employee Rights.....	5
10 Grievance Procedure.....	8
11 Arbitration.....	10
12 Waiver in Emergency.....	11
13 Drug and Alcohol Testing.....	11
14 Labor-Management Committee.....	14
15 Probationary Period.....	15
16 Seniority.....	16
17 Layoff and Recall.....	17
18 Subcontracting.....	18
19 Work Week.....	18
20 Hours of Work, Overtime and Payday.....	18
21 Compensatory Time.....	19
22 Rates of Pay.....	20
23 Call In Pay.....	21
24 Pension and Deferred Compensation.....	22
25 Uniforms, Tools, Equipment and Supplies.....	22
26 Secondary Employment.....	23
27 Sick Leave.....	24
28 Injury Leave.....	27
29 Bereavement.....	27
30 Court Leave.....	28
31 Military Leave.....	29
32 Vacations.....	29
33 Holidays.....	31
34 Leaves of Absence Without Pay.....	32
35 Group Insurance.....	33
36 Conformity to Law.....	33
37 Effect of Agreement.....	33
38 Duration of Agreement.....	34
Signature Page.....	35

Appendix A .....36  
Authorization for Payroll Deduction of Union Dues

Appendix B .....37  
Family and Medical Leave

Appendix C .....41  
Health and Welfare and Insurance Plan

**ARTICLE 1**  
**PREAMBLE**

Section 1. This Agreement, entered into by the City of Waterville, hereinafter referred to as the “Employer,” and the International Brotherhood of Teamsters Local No. 20, hereinafter referred to as the “Union,” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete agreements and understandings between the parties governing the wages, hours and terms and conditions of employment for those employees included in the bargaining unit as defined in Article 2 herein below.

**ARTICLE 2**  
**RECOGNITION**

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit as established by the State Employment Relations Board in Case No. 2012-REP-01-0010. Wherever used in this Agreement, the term “Bargaining Unit” shall include those individuals employed by the Employer as permanent, full-time, non-probationary employees in the classification of Public Works Technician.

Section 2.2. Positions excluded from the above described bargaining unit shall include all employees of the City of Waterville not classified as Public Works Technicians, including, but not limited to “all office and professional personnel and all supervisory personnel” as excluded by the State Employment Relations Board (SERB) in Case No. 2012-REP-01-0010.

**ARTICLE 3**  
**UNION DUES AND FAIR SHARE FEES**

Section 3.1. In recognition of the Union’s service to the Bargaining Unit and to promote harmonious and stable relationships between the Bargaining Unit and the Employer, employees within the Bargaining Unit shall, within thirty (30) days of this Agreement, or completion of their probationary period, whichever is later, either become members of Teamsters Local 20 or share in the financial support of Teamsters Local 20 by paying to Local 20 a service fee not to exceed the amount of dues uniformly required by members of Local 20.

Section 3.2. The Employer will deduct any unpaid Union dues, initiation fees and equal assessments owed to the Union, as well as current Union dues, initiation fees, service charges and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Such deductions shall be made from the first paycheck of the month for which current dues and any initiation fees or service charges are due the Union. In the case of dues and assessments by members of the Union, the deduction shall be made upon receipt of authorization to do so upon the form attached to this agreement as Appendix A. The Employer further agrees to remit to the Secretary-Treasurer of the Union, dues, initiation fees, service

charges, and uniform assessments so deducted from the paychecks of the employees covered herein.

Section 3.3. The Union will establish a rebate program for fees deducted from non-members of the Union in accordance with Ohio Revised Code 4117.09.

Section 3.4. The Union shall indemnify and hold the Employer harmless against any claims and liability that may arise out of, or by reason of, any actions taken by the Employer for the purpose of complying with the provisions of this Article. In the event that the Employer is held responsible for the repayment of monies paid to Local 20 pursuant to this section, Local 20, to the extent of those funds actually received, shall reimburse same to the Employer and/or the designated employees involved.

#### **ARTICLE 4**

#### **UNION REPRESENTATION**

Section 4.1. The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the Public Works Director or his designee. The Employer will compensate a representative at the normal rate for time spent in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present.

Section 4.2. The Union shall provide the Employer an official roster of its local officers, assigned Union representative and Union President. Such roster should be kept current at all times by the Union and shall include the following:

- A. Name;
- B. Union position held;
- C. Phone numbers and work address of non-employee representative(s);

Section 4.3. The Union agrees that no representative of the Union, employee or non-employee, will interfere with, interrupt or disrupt the normal work duties of employees. But the Employer agrees that authorized representative(s) of the Union may have access to the facilities and work areas of the City to investigate grievances, settle disputes and observe general working conditions at all reasonable hours.

Section 4.4. The Union will be allowed one bulletin board for official Union notices. The bulletin board will be located in a mutually agreed upon location for use by the Union.

Section 4.5. Union notices shall include, but not be specifically limited to, the following items, which may be posted without the necessity of receiving the Employer's prior approval:

- a. Union recreational and social affairs;
- b. Notice of meetings;
- c. Union appointments;
- d. Notice of Union elections;
- e. Results of Union elections;
- f. Non-political Union reports and decisions.

All other notices or materials not covered above must receive prior approval of the Director of Public Works or his designee. It is also understood that no other postings on the Union bulletin board shall be permitted at any time, which contain the following:

- a. Personal attacks upon any other member or any other employee;
- b. Scandalous, scurrilous, or derogatory materials of any kind;
- c. Attacks on any employee organization, regardless of whether the organization has local membership;
- d. Comments regarding the administration and/or a candidate for public office.

Section 4.6. Any posted material found in violation of Section 4.5 above will be removed when brought to the attention of the Union Representative or President.

## **ARTICLE 5** **NONDISCRIMINATION**

Section 5.1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, military status, disability, Union membership, or abstaining from Union membership.

Section 5.2. Except as specifically provided elsewhere in this Agreement, all references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 6** **MANAGEMENT RIGHTS**

Section 6.1. The Union recognizes the right and authority of the Employer, through the Public Works Director and/or their designee(s) to administer the business of the City of Waterville, and, in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer, Public Works Department and/or its designee(s), has and will retain the full right and responsibility to direct the operations of the Public Works Department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. To manage, direct and supervise its employees, including the right to select, hire, schedule, promote, transfer, assign, evaluate, retain, layoff and recall, and to reprimand, demote, suspend, discharge or discipline for just cause;

- B. To manage and determine the location, type and number of its physical facilities, equipment, programs and the work to be performed;
- C. To promulgate and enforce employment rules and regulations, and to otherwise exercise the prerogatives of management;
- D. To determine the Employer's goals, objectives, programs and services, and to utilize personnel in the manner that effectively meets these purposes;
- E. To determine the size, composition and duties of the work force and the organizational structure, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate or abolish jobs, positions or classifications, and to determine staffing patterns, including but not limited to, the assignment of employees, duties to be performed, qualifications required and areas worked;
- F. To determine when a job vacancy exists, when, or if, a vacancy is to be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount thereof required;
- H. To maintain the security of records and other pertinent information;
- I. To determine the City overall budget and uses thereof;
- J. To maintain and improve the efficiency and effectiveness of the City's operations;
- K. To determine and implement necessary actions in emergency situations;
- L. To determine the overall mission of the Employer as a unit of government, and to take action to carry out the Employer's mission as a governmental unit.
- M. The Employer will act in a fair and equitable manner to all employees, consistent with the provisions of this Agreement.

Section 6.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein, and as permitted by law shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

## **ARTICLE 7** **WORK RULES**

Section 7.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, and procedures consistent

with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Section 7.2. It is the Employer's intention that work rules, policies, and directives should be interpreted and applied uniformly to all employees under similar circumstances. Work rules adopted by the Employer that violate the express terms of this Agreement shall be appealable through the grievance procedure contained elsewhere herein.

Section 7.3. The posting of work rules in the Employer's read and sign book shall constitute notice to all employees. The Employer shall also give notice of new work rules and work rules changes to the Union not later than thirty (30) days prior to the effective date and time thereof. Directives and expectations shall not constitute work rules which consist solely of general departmental work rules.

This shall not apply to general orders of the Department Head.

Section 7.4. Each newly hired employee covered by this Agreement will be informed of the posting of the Employer's work rules and the means of accessing same.

## **ARTICLE 8** **NO STRIKE/NO LOCKOUT**

Section 8.1. The Employer agrees not to institute a lockout of employees during the term of this Agreement. The members of the bargaining unit will not engage in any strike during the term of this agreement.

## **ARTICLE 9** **CORRECTIVE ACTION/EMPLOYEE RIGHTS**

Section 9.1. No employee shall be suspended, discharged, subjected to working suspension or otherwise disciplined except for just cause.

Section 9.2. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

Examples of serious misconduct include, but are not limited to, criminal behavior, insubordination, dishonesty, and immoral conduct.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 9.3. Any employee who, as a result of the action of any court, loses his or her ability to drive a vehicle may be charged with serious misconduct and discharged without progressive discipline.

Section 9.4. Whenever the Employer determines that an employee's conduct may warrant a suspension with or without pay, or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. An employee may be represented at such pre-disciplinary conference by a Union representative.

Section 9.5. Records of verbal warnings and written reprimands that are maintained in the employee's personnel file shall include a copy to the employee at the time the warning or reprimand is included in the employee's personnel file.

Section 9.6. Upon appropriate request to the Employer an employee may inspect his personnel file subject to the following:

- A. Every employee shall be allowed to review his personnel file at any reasonable time upon written request made in advance. An employee may also authorize the Union Representative to review the personnel file. Any request to review a personnel file shall be made in writing to the City in advance and review of the file shall be made at any reasonable time in the presence of the City's designated representative. Personnel files shall not be made available for review by anyone except as provided by law.
- B. Copies of non-confidential materials in an employee's personnel file shall be provided the employee upon written request. The employee shall bear the cost of duplication.
- C. Pre-employment information such as reference checks, or information provided to the Employer with the requirement that it remain confidential, shall not be subject to inspection or copying.
- D. All items with regard to complaints and investigations will be clearly marked with respect to final disposition.
- E. Records of disciplinary action shall be removed from the employee's personnel file in accordance with the following: (A) Records of reprimands shall be removed from the record after one (1) year from the date of such reprimand, provided there has been no intervening disciplinary action of a like or similar nature taken against the employee during said one (1) year period; (B) Records of suspension shall be removed from the record, after two (2) years from the date of such suspension provided there has been no intervening disciplinary action of a like or similar nature taken against the employee during said two (2) year period.

No such discipline removed from the employee's personnel file shall be used to support further discipline of a progressive nature but shall be retained to record the facts of the prior discipline and to support "last straw" discharge determinations.

Section 9.7. This article shall not be applicable to investigations involving alleged criminal violations by employees. If an employee is a suspect of criminal investigation he shall be afforded the same constitutional rights to which any other individual is entitled.

Section 9.8. In lieu of disciplinary action, an employee may receive a counseling statement directed to correct a work deficiency or to improve work performance. Counseling is not disciplinary action. Records of counseling shall not be retained in the employee's personnel file for more than one (1) year from the date of issuance.

Reprimands may be appealed to Steps 1 through 2 of the grievance procedure only. No such grievances may be appealed to arbitration.

Section 9.9. Whenever the Employer or his designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in pre-disciplinary conferences, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed and advised of their rights before any questioning.
- B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have a Union representative present to advise him during the questioning.
- C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. The employee, Union Counsel, or the Union shall be provided opportunity to inspect all written statements that pertain to the investigation at the time the employee is charged. All other materials that pertain to the investigation, e.g. video or audio recordings, shall be made available for inspection and/or review by the employee, Union Counsel, or the Union upon request, during regular business hours.
- E. When a single anonymous complaint is made against an employee, the Public Works Director may provide advice and discuss the complaint with the employee. In the event there is corroborative evidence, the accused employee shall be required to make a report or statement and may be the subject of disciplinary action. If, in any event of a grievance from discipline, the employer relies upon the previously anonymous complaint, the employee's due process right of confrontation and cross examination of the complaint will be protected.

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

Section 10.1. Every employee shall have the right to present his or her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement shall all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 10.2. For the purposes of this procedure, the below listed terms are defined as follows:

- A. Grievance – the term “grievance” means an allegation by a non-probationary bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.
- B. Grievant – the term “grievant” includes any employee, group of employees within the bargaining unit of the Union. Where a group of the bargaining unit employees desire to file a grievance involving a situation affecting more than one (1) employee of the bargaining unit in a similar manner, one (1) employee selected by such group will process the grievance, at least one (1) affected employee must sign the grievance, but the grievance must identify each individual to be included in the grievance.
- C. Days – the terms “days” as used in this procedure means calendar days, excluding Saturdays, Sundays, or holidays as defined in this Agreement.

Section 10.3. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step. The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. The written grievance shall be submitted in writing, and shall contain the following information:
  - (1) Aggrieved employee’s name and signature;
  - (2) Aggrieved employee’s classification;
  - (3) The date grievance was first discussed and the name of supervisor with whom the grievance was discussed;
  - (4) The date the grievance was filed in writing;
  - (5) Specific sections of articles of the Agreement violated; and
  - (6) The desired remedy to resolve the grievance; and, where necessary to the understanding of the grievance:

- (7) The date and time of the incident giving rise to the grievance;
  - (8) The location where the incident giving rise to the grievance occurred;
  - (9) A description of the incident giving rise to the grievance.
- B. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his or her representative, if any.
  - C. The grievant may choose a union representative to represent him or her at any step of the grievance procedure.
  - D. The existence of this grievance procedure shall not require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure shall automatically have waived and forfeited any remedies provided by this procedure.
  - E. This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way the provisions of this Agreement.

Section 10.4. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: An employee who believes he or she may have a grievance shall reduce the grievance to writing and present it to the Public Works Director within five (5) days of the occurrence of the event or the employee's knowledge of the occurrence of the event, whichever is later. The Public Works Director shall give his or her written decision within five (5) days following his or her receipt of the grievance.

Step 2: If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the City Administrator within five (5) days from the date of the rendering of the decision at Step 1. Copies of the written decisions may be submitted with this appeal. The City Administrator shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his or her Union representative, and the other party necessary to provide the required information for the rendering of a proper decision. The City Administrator shall issue a written decision to the employee and his or her Union representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at

Step 2, he or she may proceed to arbitration pursuant to the arbitration procedure herein contained.

Step 3: If the Union disagrees with the decision rendered at Step 2, it may request to submit the grievance to arbitration in accordance with the timeframes and procedures set forth in Article 11.

The parties recognize the benefits of having grievances resolved at the earliest opportunity. In recognition of this, employees are encouraged to bring grievances to the attention of their immediate supervisor at the earliest opportunity in an effort to resolve the grievance. This informal discussion with a supervisor does not waive or extend any of the time limits set forth above.

Section 10.5. The time limitations provided for in this Article may be extended by mutual written agreement between the Employer and the Union.

## **ARTICLE 11** **ARBITRATION**

Section 11.1. Upon mutual agreement of the parties, the arbitration process may be postponed to allow the grievance to be submitted to grievance mediation with the Federal Mediation and Conciliation Service (FMCS). If the parties agree to engage in grievance mediation, a joint request shall be made to FMCS to obtain the services of a federal mediator to mediate said grievance.

Section 11.2. In the event a grievance remains unresolved after being processed through all steps of the grievance procedure unless mutually waived, the Employer and Union agree that such grievances involving interpretation or application of the Collective Bargaining Agreement, may, through the Union, be submitted to grievance arbitration. The Union must make written notification to the Employer for arbitration within ten (10) days of the written answer from the Employer at Step 2. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer. Within ten (10) days following such written notification to the employer for arbitration, the parties may meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. It is agreed that in the request to FMCS, the list will be comprised of "National Academy" arbitrators whose principal place of business is within 150 miles of the City. Upon receipt of the list of seven (7) arbitrators the parties shall, within ten (10) days, select the arbitrator via the alternate strike method. The first to strike shall be rotated. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list.

Section 11.3. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the agreement which are in question and shall have no power or authority to add to, subtract from or in any manner alter or modify the specific terms

of the agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates or otherwise infringes upon any of the terms and conditions of the agreement. The arbitrator shall not establish any new or different wage rates not specifically negotiated as part of the agreement.

Section 11.4. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. Should the arbitrator determine the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the arbitrator. Nothing in this section shall preclude the arbitrator from choosing to hear the arbitrability argument and the arguments on the merits of the grievance in the same proceeding.

Section 11.5. The fees and expenses of the arbitrator shall be shared equally by the parties. In the event of a "split" decision by the arbitrator, the parties shall share equally in such costs. All other expenses shall be borne by the party incurring them. The costs of a court reporter shall be borne by the party requesting the court reporter's services; however, if the other party orders a transcript, the parties shall share equally in the cost of the transcript. Neither party shall be responsible for any of the expenses incurred by the other party. The decision of the arbitrator shall be final and binding upon the parties.

Section 11.6. Any employee whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing is conducted during the employee's normally scheduled working hours.

## **ARTICLE 12**

### **WAIVER IN EMERGENCY**

Section 12.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Emergency Management Agency or the Federal or State legislature, such as acts of God, civil disaster or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Agreements relating to the assignment of employees.

Section 12.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

## **ARTICLE 13**

### **DRUG AND ALCOHOL TESTING**

Section 13.1. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; (2) reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of

illegal drugs or improper use of alcohol; or (3) randomly in common with all other employees of the Employer who hold commercial drivers' licenses to the extent required by law and for the Employer to receive the maximum premium discounts available to it under the State of Ohio Bureau of Workers' Compensation Drug Free Workplace Program. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 13.2. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 shall be cause for the Employer to proceed with sanctions as set forth in this Article.

Section 13.3. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by DHHS recognized certification program. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 13.4.

A. All samples shall be tested for chemical adulteration, narcotics, cannabis, pcp, amphetamines, sedatives and/or alcohol as follows:

DRUG	SCREENING TEST	CONFIRMATION
1. Amphetamines	1000 ng/ml Amphetamine	500 ng/ml GC-MS
2. Barbiturates	300 ng/ml Barbiturate	300 ng/ml GC-MS
3. Benzodiazepines	300 ng/ml	300 ng/ml
4. Cocaine Metabolites	300 ng/ml	150 ng/ml
5. Marijuana Metabolites	50 ng/ml	15 ng/ml
6. Methadone	300 ng/ml	300 ng/ml
7. Oxycodone	100 ng/ml	100 ng/ml
8. Opiates	300 ng/ml	2000 ng/ml
9. Phencyclidine PCP	25 ng/ml	25 ng/ml

10. Propoxyphene	300 ng/ml	300 ng/ml
------------------	-----------	-----------

Alcohol – .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 200 liters of employee’s breath.

B. If a drug confirmation test is positive, the employee may, upon written request and at the employee’s expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

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

D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

Section 13.5. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory utilized by the Employer using Employee identification numbers only. Random testing shall be administered at the Employer’s expense and during the work hours of any selected Employee.

Section 13.6. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee’s former position. Such employee may be subject to periodic retesting upon the employee’s return to work as provided for in Section 13.9. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

Section 13.7. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee’s return to work from such a program, the employee shall be subject to disciplinary action. The employee and the Union shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section 13.8. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, the cost of such test shall be at the employee's expense.

Section 13.9. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided in this Article.

Section 13.10. The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 13.11. Duty Assignment After Treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment.

Section 13.12. Right of Appeal. The employee has the right to challenge any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

Section 13.13. Changes in Testing Procedures. The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain to amend this procedure to include such improvements.

Section 13.14. Conflict With Other Laws. This article is in no way intended to supersede or waive any constitutional or other rights that the employee or the Employer may be entitled to under federal, state, or local statutes.

#### **ARTICLE 14** **LABOR-MANAGEMENT COMMITTEE**

Section 14.1. In the interest of sound labor-management relations, the Union and the City shall meet at agreed-upon dates and times for the purpose of discussing the matters outlined in Section 14.2 below. The Labor-Management Committee shall be comprised of two representatives of the City and two representatives of the Union's choosing, unless otherwise agreed to for purposes of specific meetings.

Section 14.2. Either party may request a Labor-Management Committee meeting. At a reasonable time in advance of a Labor-Management Committee meeting the parties shall exchange agenda, including discussion topics described with sufficient particularity to allow the parties to prepare for such discussions, and lists of the names of persons who will attend. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:

- A. Administration of this Agreement;

- B. Changes made by the City, which might affect wages, hours, terms or conditions of employment to bargaining unit members
- C. Grievances, which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
- D. General information of interest to the parties;
- E. Union representatives' opportunity to share the views of their members and/or to make suggestions on subjects of interest to their members;
- F. Ways to improve efficiency and work performance; and
- G. Training matters.

Section 14.3. To the extent practical Labor Management Meetings shall be scheduled outside the regularly scheduled hours or work of the participating employees. Employee representatives attending Labor-Management meetings shall be paid as if on a regular duty shift for hours spent in such meetings, if they occur during the employees' regularly scheduled hours of work.

Section 14.4. Written responses to items discussed at Labor-Management Committee meetings, promised by the City or Union representatives, shall be submitted to the other party's representative who attend such meetings within ten (10) calendar days after any such meeting, unless the parties mutually agree to a time extension.

## **ARTICLE 15**

### **PROBATIONARY PERIOD**

Section 15.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of six (6) months. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

If a newly hired employee is required to obtain basic training after employment by the City, the employee's six (6) month probationary period shall be extended by the initial off-site training time required.

Section 15.2. Probationary employees shall not be eligible for promotion to any other position within the bargaining unit until they have successfully completed their initial six (6) month probationary period.

Section 15.3. The six (6) month probationary period for new employees shall not be extended except as specified in Section 15.1.

**ARTICLE 16**  
**SENIORITY**

Section 16.1.

(A) "Seniority" shall be computed on the basis of an employee's uninterrupted length of continuous service as a full-time employee of the Employer in the bargaining unit. Where more than one (1) employee has been appointed on the same date, such seniority shall be in accordance with the oldest employee deemed the most senior.

(B) A transfer from the bargaining unit lasting less than thirty-one (31) consecutive calendar days shall not constitute a break in continuous bargaining unit service. During absences from the bargaining unit of 31 consecutive calendar days or longer, the employee shall not accumulate additional bargaining unit seniority. So long as (s)he has not lost seniority under section 16.5, the previously accumulated bargaining unit seniority will be restored if (s)he resumes employment in the bargaining unit.

Section 16.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 16.3. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 16.4. The Employer shall maintain a seniority list showing the seniority of each bargaining unit employee which list will be revised whenever there is a change in employment affecting it. One copy of the seniority list shall be furnished to the Union upon request.

Section 16.5. "Loss of seniority". The seniority of an employee shall be considered broken and the employment of the employee shall be terminated for the following reasons:

- a. The employee resigns;
- b. The employee retires;
- c. The employee is deceased;
- d. The employee is discharged for just cause (if successfully appealed, all seniority rights shall be restored as if dismissal had not occurred, and the employee shall be reinstated in insurance programs on the same basis that exists at the time of reinstatement);
- e. A lay off of duration longer than twenty-four (24) months;
- f. Failure to return to work within ten (10) calendar days of a recall from layoff, absent extenuating circumstances (e.g.: illness, injury, or disability);

- g. Failure to return to work at the expiration of a leave of absence, unless, for good and sufficient reason, the employee requests and is granted an extension of the leave at least five (5) work days before the scheduled date of return from the existing leave of absence.

## **ARTICLE 17**

### **LAYOFF AND RECALL**

Section 17.1. When the Employer determines that a long-term layoff is necessary due to a lack of work or lack of funds or job abolishment is necessary due to the reorganization for the efficient operation of the appointing authority, for reasons of economy, or for lack of work, each of the affected employees shall be notified fourteen (14) days in advance of the effective date of the layoff or job abolishment. Employees will be notified five (5) days in advance of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, except in an emergency. The Employer, upon request from the Union, agrees to discuss with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 17.2. The Employer shall determine when layoffs will occur in accordance with Section 17.1, and employees will be laid off in the inverse order of seniority.

Section 17.3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are current on all certifications and training hours relevant to the available work at the time of recall. The employer shall notify laid off employees of legal updates and training sessions.

Section 17.4. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 17.5. The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is specified in the notice.

Section 17.6. In the event that an employee or the Union should choose to challenge/appeal a long-term layoff or job abolishment under this Article, any such appeal or challenge shall be limited to failure to comply with this Article 17 or an issue involving alleged discrimination under Article 5, pursuant to the grievance procedure under Articles 10 and 11 of this Agreement.

**ARTICLE 18**  
**SUBCONTRACTING**

Section 18.1. Prior to entering into a subcontract of bargaining unit work, the employer will provide the Union notice of its intent to do so.

Section 18.2. During the term of this Collective Bargaining Agreement, subcontracting of bargaining unit work shall not directly cause a layoff of a bargaining unit employee.

**ARTICLE 19**  
**WORK WEEK**

Section 19.1. The work week shall commence at 12:00:01 a.m. on Saturday of each calendar week and conclude at 12:00 midnight the following Friday.

**ARTICLE 20**  
**HOURS OF WORK AND OVERTIME**

Section 20.1. This Article is intended to define the normal hours of work in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services and for the purpose of responding to emergency situations. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 20.2. The normal work day for full-time employees covered by the terms of this Agreement shall be eight (8) hours, but exclusive of a daily one-half (½) hour unpaid lunch period. The normal work week for full-time employees shall be five (5) days, Monday through Friday. Changes in the normal work schedule for some or all employees may be made with reasonable notice to the employee(s).

Section 20.3. When an employee is required to work in excess of eight (8) hours in a day, or in excess of forty (40) hours in a week, the employee shall be paid overtime for such additional hours at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. There shall be no pyramiding of overtime pay under this section.

Section 20.4. For purposes of determining an employee's eligibility for overtime, all hours in active pay status by the employee will be included. "Active pay status" includes actual hours worked, paid sick leave, paid injury leave, funeral leave, vacation, and unworked holidays. Other absences from work, paid or unpaid, shall not be considered "active pay status." There shall be no pyramiding of overtime compensation and/or premium pay.

Section 20.5. Provided that there are a sufficient number of employees (including Supervisors) currently working and that a sufficient number of employees (including Supervisors) are available when called to work, to the extent practical snow removal shifts shall consist of twelve (12) hours or the necessary period of time, whichever is less; twelve (12) hour shifts under this

section shall conclude at 12:00 Midnight and/or 12:00 Noon, respectively. Overtime hours worked for Plowing/Salting shall be tracked and equalized to the extent practical. Hours offered shall be considered hours worked for equalization purposes.

Section 20.6. Overtime opportunities made available to bargaining unit members will be offered on the basis of seniority within the department necessitating the overtime opportunity. For purposes of this section, departments shall be Buildings & Grounds, Streets, Water, and Sewer. In the event no bargaining unit member within the department volunteers for the overtime, it will then be offered to the remainder of the bargaining unit on a seniority basis. Should a force situation become necessary, overtime will be filled by inverse order of seniority.

Section 20.7. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer in accordance with existing policies and practices of the Employer. Employees shall obtain advance approval before working any overtime.

Section 20.8. Bargaining unit employees shall be paid bi-weekly, via direct deposit, with the pay being due the Friday following the pay period.

Section 20.9. If any error is made in an employee's pay it shall be corrected no later than the next pay period.

Section 20.10. In the event that an error has occurred which results in overpayment to an employee, the Employer will deduct said overpayment from the next paycheck.

Section 20.11. A minimum of two (2) hours pay shall be provided for bargaining unit employees scheduled to collect water samples on a weekend day (*i.e.* Saturday and Sunday) or holiday for which the employee was not otherwise scheduled to work.

## **ARTICLE 21**

### **COMPENSATORY TIME**

Section 21.1. Employees may elect to use compensatory time in lieu of pay for overtime hours worked. The election shall be in writing and must be made immediately following the end of the work week in which the overtime is worked. Each overtime hour worked shall be equal to one and one-half (1½) hours of compensatory time. An employee shall be able to accrue a maximum of sixty (60) hours of compensatory time. When an employee is at the maximum accumulation limit for compensatory time all overtime worked shall be paid. Compensatory time shall be granted at a time convenient to the employee and the Employer, which does not create additional overtime unless otherwise approved by the Employer. The employee must submit a written request for compensatory time off and receive approval from the Employer prior to taking compensatory time off. Such request shall not be unreasonably denied. In the event the prohibition of allowing compensatory time to be used if overtime would have to be paid to an employee is determined to be unenforceable by a court of competent jurisdiction in a suit brought by the Union, the parties will re-open this Agreement with respect to compensatory time only. Prior requests for vacation time will take priority over requests to use compensatory time

off at the same time. Increases from current staffing levels shall proportionately increase the number of employees who may be permitted to utilize vacation and/or compensatory time off. The Public Works Director or his designee(s) shall grant or deny the employee's request for compensatory time off within two (2) working days of its submission by the requesting employee.

Section 21.2. Compensatory time off may be used in increments of not less than one (1) hour. Pay for accrued compensatory time shall be at the regular rate of the employee at the time payment is made. Any employee shall be permitted to cash in accumulated compensatory time at a maximum of fifteen (15) hours at a time. Employees shall be permitted to cash in accumulated compensatory time on a quarterly basis by submitting their requests at least one week prior to the first pay period in March, June, September and December with the compensatory time paid out by separate check during the first pay period in each respective month listed herein.

Section 21.3. Except for emergencies, the City will not force in an employee to cover a shift during the work day in which that employee is taking compensatory time off.

**ARTICLE 22**  
**RATES OF PAY AND LONGEVITY PAY**

Section 22.1. Rates of pay shall be based upon the current pay range applicable to the bargaining unit and the placement of the members of the bargaining unit thereon as indicated below:

Section 22.2. Effective with the first full pay period commencing in January, 2015 the pay range shall be adjusted upward by 3.5%, as set forth below, assuring that each employee shall receive a wage increase of not less than 3.5%.

2015 - 3.5% from 2014 Rates					
CLASS TITLE	PAY RANGE Section 22.2	PAY RANGE MINIMUM @ 1/15		PAY RANGE MAXIMUM @ 1/15	
Utilities Technician	17	\$15.854	/hr.	\$20.606	/hr.
Public Works Technician	16	\$15.246	/hr.	\$19.815	/hr.

Section 22.3. Effective with the first full pay period commencing in January, 2016 the pay range shall be adjusted upward by 2.5%, as set forth below, assuring that each employee shall receive a wage increase of not less than 2.5%.

2016 - 2.5% from 2015 Rates					
CLASS TITLE	PAY RANGE Section 22.3	PAY RANGE MINIMUM @ 1/16		PAY RANGE MAXIMUM @ 1/16	
Utilities Technician	17	\$16.250	/hr.	\$21.121	/hr.
Public Works Technician	16	\$15.627	/hr.	\$20.310	/hr.

Section 22.4. Effective with the first full pay period commencing in January, 2017 the pay range shall be adjusted upward by 1.5%, as set forth below, assuring that each employee shall receive a wage increase of not less than 1.5%.

2017 - 1.5% from 2016 Rates					
CLASS TITLE	PAY RANGE Section 22.4	PAY RANGE MINIMUM @ 1/17		PAY RANGE MAXIMUM @ 1/17	
Utilities Technician	17	\$16.494	/hr.	\$21.438	/hr.
Public Works Technician	16	\$15.861	/hr.	\$20.615	/hr.

Section 22.5. Longevity Pay. Bargaining unit employees hired prior to January 1, 2015 who have completed five (5) years of continuous service with the City shall be eligible to receive an annual longevity payment in the amount of \$50.00 for each year, or part thereof, of service.

Eligibility and years of service shall be determined on the first day of January of each year. Payment will be made by separate check on the first payday of June of each year.

### **ARTICLE 23** **CALL IN PAY**

Section 23.1. Any employee called in to work other than during his regularly scheduled work period shall be guaranteed a minimum of two (2) hours work or two (2) hours pay in lieu thereof at the applicable rate. Any other call-ins during the same two (2) hour period will not be considered as an additional call and would not trigger an additional two (2) hour guarantee. The two (2) hour guarantee will not apply when an employee is called in within two (2) hours of the scheduled start of his/her shift. Call in pay shall not apply to work that is self initiated and performed at home or other non-traditional work site. For call-ins for Buildings and Grounds and for the Water Department, the initial call shall be to a bargaining unit member.

**ARTICLE 24**  
**PENSION AND DEFERRED COMPENSATION**

Section 24.1. The employer shall continue to participate in the Public Employees Retirement System of Ohio pursuant to the provisions of the Ohio Revised Code.

Section 24.2. The employer will continue to make available during the term of this agreement the opportunity for bargaining unit members to participate through payroll deduction in a compensation program as offered by the City.

**ARTICLE 25**  
**UNIFORMS, TOOLS, SUPPLIES AND EQUIPMENT**

Section 25.1. The Public Works Director shall determine the appropriate uniform and equipment to be worn and utilized by the bargaining unit employees, and employees shall be required to be in proper uniform when reporting for work. Uniform items shall be replaced on an as needed basis as determined by the Employer. Any articles lost or damaged through negligence of the employee shall be replaced at the employee's expense.

Section 25.2. The Employer provides certain tools, supplies and equipment to employees for the performance of job duties. All employees are responsible for using and maintaining such assets in a safe and proper manner.

Section 25.3. Loss, misuse, neglect, abuse, or theft of Employer assets is strictly prohibited, and may result in discipline and/or demand for payment to the employer for the cost to replace or repair such assets.

Section 25.4. Use of employer assets for other than work purposes is subject to prior approval of the Municipal Administrator.

Section 25.5. Presence upon, or use of, employer facilities during non-work hours by employees is prohibited, unless authorized by the Public Works Director or Municipal Administrator.

Section 25.6. Exemplary of items provided by the City are the following:

- A. Personal Items provided in the past, purchased with city funds – not necessarily annually:**
1. Work Shoes – heavy leather/safety toe (steel/composite)
  2. Work Boots – heavy rubber waterproof
  3. T-shirts
  4. Sweatshirts
  5. Coveralls (Carharts)
  6. Safety Jackets – Fluorescent Yellow
    - 1 heavy (winter)
    - 1 lightweight (non-winter)
  7. Caps & stocking caps

**B. Safety & Protective Equipment kept in locker: purchased with city funds – not necessarily annually:**

1. Work gloves
2. Welding gloves
3. Safety vests
4. Safety glasses/goggles
5. Hardhat
6. Respirators (as needed)
7. Hearing Protection (muffs and earplugs)
8. Chaps

The Employer will continue to provide high safety standards in accordance with current practice. Each employee shall cooperate to the fullest extent in the promotion of safety, safe work habits, and good housekeeping. Employees shall comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted.

**C. Rented items, purchased with city funds on a contracted basis on a regular schedule:**

1. Work trousers (jeans, work pant) in number and quality as in current practice.
2. Work shirt – long/short sleeve in number and quality as in current practice.

**D. Training**

The Employer agrees to make reasonable efforts to provide sufficient instruction and information for employees to properly perform the job assigned. The Employer further agrees to make reasonable efforts to provide in-service training to those employees who wish to qualify themselves for available work.

Section 25.7. Driving. All employees must have a valid and currently effective Class “B” Commercial Driver’s License with air brake endorsement by the completion of their probationary period.

**ARTICLE 26**  
**SECONDARY EMPLOYMENT**

Section 26.1. Time Conflicts. Full-time employment with the City of Waterville shall be considered an employee’s primary occupation and take precedence over all other occupations. Full-time employees shall not have other employment which presents a “time conflict.” A time conflict for purposes of this section exists when the working hours of a secondary job directly conflict with an employee’s scheduled working hours, mandatory overtime obligations, or when the demands of a secondary job prohibit an employee from receiving adequate rest or otherwise affect the employee’s job performance.

Section 26.2. Interest Conflicts. No employee, regardless of employment status, shall have other employment which presents a conflict of interest with the employee's position with the Employer. A conflict of interest exists when an employee engages in any secondary employment which compromises or may appear to compromise the employee's judgment, actions or job performance or conflicts with the policies, objectives and operations of the Employer.

Section 26.3. Uniforms and Equipment. Employees shall not use Employer-owned uniforms or equipment while performing secondary job duties unless authorized by the Public Works Director.

Section 26.4. Employees shall submit information in writing to the Public Works Director regarding secondary employment that an employee intends to seek. The Public Works Director will consult with the employee and the Municipal Administrator to determine whether the secondary employment presents a conflict. The employee bears the burden of demonstrating the secondary employment does not present a conflict.

Section 26.5. If the Public Works Director determines an employee's secondary employment presents a conflict, the Public Works Director may order the employee to terminate the secondary employment. Failure to comply with such order may result in disciplinary action.

## **ARTICLE 27** **SICK LEAVE**

Section 27.1. Accrual. All full-time employees, shall be entitled to 4.6 hours of sick leave for each eighty (80) hours of work at regular rates of pay not to exceed fifteen (15) days per year. Employees may accrue sick leave without limit.

Section 27.2. Credit for Prior Service. Employees who previously separated from the Employer or from the state, a county, municipality, board of education, library, civil service, City or other political subdivision of this state may transfer their unused balance of accumulated sick leave provided the time between separation does not exceed ten (10) years and no portion of the unused balance was previously converted to cash. Employees are responsible for requesting that the Employer credit such previously accrued sick leave.

Section 27.3. Usage. Upon approval of the Public Works Director, sick leave may be used for the following reasons:

- a. Illness, injury, pregnancy or childbirth related conditions of the employee or of a member of the employee's immediate family when the employee is the primary care giver and his/her presence is reasonably necessary;
- b. Exposure of the employee or a member of the employee's immediate family to a contagious disease which would potentially jeopardize the health of the employee or the health of others;

- c. Death of a member of the employee's immediate family as defined in this Chapter; or
- d. Medical, dental, psychological, or optical examinations or treatment of employee by a licensed practitioner, or of a member of the employee's immediate family when the employee's attendance is reasonably necessary and when such examination or treatment cannot be scheduled during non-work hours.

Section 27.4. Immediate Family. For purposes of this policy, "immediate family" is defined as the employee's: spouse, parents, children or step children.

Section 27.5. Charging Sick Leave. Employees absent on approved sick leave shall be paid at their applicable hourly or salaried rate. Sick leave payment shall not exceed the employee's normal straight time daily or weekly earnings. Sick leave may be used in segments of not less than one-quarter (1/4) hour.

Section 27.6. Sick Leave Donation. Employees who have an extended illness, who are without any accrued leave, may receive a sick leave donation from other City employees. Sick leave donations may only be granted upon approval of the Municipal Administrator. Once sick leave has been donated, under no circumstance shall the donor be re-allocated sick leave not taken by the employee. Eligible and approved employees may be permitted to donate sick leave at a frequency consistent with the City's policy to an employee approved thereunder.

Section 27.7. PROCEDURE

A. Absent employees must notify the Public Works Director designee of the employee's absence and reason therefor at least one (1) hour or as soon as possible before the start of his or her work shift each day he or she is to be absent.

Failure to provide such notice, as described above, may result in a denial of sick leave payment during the absence. In the case of a condition exceeding three (3) consecutive scheduled workdays, a physician's statement specifying the employee's inability to report to work and the probable date of recovery may be required.

B. Upon return to work from sick leave, all employees shall prepare and submit a request for sick leave payment on the Request for Leave Form.

C. If an employee sought medical treatment for an illness or injury, if an employee's illness or injury extends for three (3) or more consecutive workdays, or in cases of a pattern of sick leave usage, the department head may require a Medical Practitioner's Statement stating the date and nature of the illness or injury and when the employee is able to return to work and perform the duties of the position.

D. If the employee is unable to return to work and perform the duties of the position on the date the physician expected (as contained in the Medical Practitioner's Statement), the Public Works Director shall require another Medical Practitioner's Statement.

E. The Public Works Director shall review the completed Request for Leave Form and the circumstances surrounding the absence and approve or deny the sick leave request. Such request shall not be considered approved until authorized in writing by the Public Works Director and the Municipal Administrator.

F. The Public Works Director shall inform any employee whose sick leave request is denied and the reasons therefor, and thereafter take the necessary disciplinary action.

G. Written Statement for Approval. The employee is required to provide the Public Works Director a written statement justifying the use of sick leave (Request for Leave Form). If medical attention is required by the employee or member of the employee's immediate family, a physician's certificate is required. The Employer maintains the right to investigate the circumstances surrounding an employee's request for sick leave. Any employee who has established a pattern of sick leave use or who has used excessive amounts of sick leave, may be required to submit a physician's statement for any period of absence. A request for sick leave may or will be denied if:

1. The employee fails to comply with the procedure for proper sick leave usage; or
2. The employee fails to present a required physician's certificate and a properly completed request form by 8:00 a.m. on the Monday following the end of the two (2) week pay period in which the sick leave was used.
3. An investigation of a sick leave request discloses facts inconsistent with the proper use of sick leave, such as a pattern of using sick leave before or after regular days off, falsification of sick leave records including a physician's statement/certificate, actions inconsistent with the reason(s) for which the sick leave was requested, or other evidence of intent to defraud.
4. Employees are not eligible for sick leave while working another job or participating in any recreational activities, if the activities are social activities and/or are inconsistent with the reason the employee is absent from work.

These circumstances shall be grounds for disciplinary action which may include dismissal.

Section 27.8. Upon retirement, an employee shall receive payment of accrued but unused sick leave for active service with the City if the employee has at least ten (10) or more years of service as a public employee. Such payment shall be made only once to any employee. The amount of the payment shall be an amount equal to one-fourth (1/4) of the employee's accumulated but unused sick leave, up to a maximum payment of 240 hours.

Payment shall be based on the employee's rate of pay at the time of retirement.

Payment under this section shall eliminate all sick leave credit accrued by the employee at the time of payment.

Payment of accrued but unused sick leave will be made to the estate of a deceased employee. The amount of the payment shall be one-fourth (1/4) of the employee's accrued but unused sick leave up to a maximum payment as established above. Such payment shall be made in compliance with O.R.C. Section 2113.04.

Employees eligible to receive payment hereunder upon retirement from active service under OPERS shall contact the Director of Finance or designee.

Section 27.9. Family Medical Leave. Employees who qualify shall also be provided with Family Medical Leave, subject to the terms contained in Appendix B.

## **ARTICLE 28** **INJURY LEAVE**

Section 28.1. Any employee who is injured while working within the scope of his employment, and who is temporarily totally disabled (TTD) by such injury, shall receive his usual and normal salary and compensation during such period. Work related injury for purposes of this Article shall be defined as any injury or occupational disease compensable under the Workers' Compensation laws of the State of Ohio. On a disputed issue of injury leave, the decision of the Industrial Commission on the employee's Workers' Compensation claim will be determinative. An injury employee who is unable to work due to a work-related injury will be placed on Sick Leave pending the allowance of the claim by the Ohio BWC. If the claim is allowed, the Sick Leave used will be converted to Injury Leave. If the employee is unable to work for more than seven (7) days, the employee will be paid Injury Leave if the BWC determines that he is TTD. An employee whose claim is not allowed or is not determined to be eligible for TTD by the BWC will be eligible for Sick Leave in accordance with that Article or other applicable leave. Employees will not receive TTD benefits from the BWC as long as the City is paying the employee's usual and normal salary (BWC wage continuation).

Section 28.2. In the event the disability is found to be permanent, the employee shall avail herself/himself to the benefits provided by the State Worker's Compensation Law and the Ohio Public Employees' Retirement System.

## **ARTICLE 29** **BEREAVEMENT**

Section 29.1. Eligibility. All employees may, upon approval of the Employer, use up to a maximum of three (3) days of paid bereavement leave in the event of the death of an immediate family member as defined below. The employee may request additional time off as sick leave subject to the approval of the Public Works Director and Municipal Administrator. If the death requires the employee to travel more than 200 miles from the employee's residence, the employer, at the request of the employee will permit up to two (2) additional days of leave

charged to accumulated unused sick leave, accrued vacation or accumulated and unused compensatory time off as selected by the employee.

All employees may, upon approval of the Employer, use up to a maximum of one (1) day of paid bereavement leave in the event of the death of a person other than an immediate family member as defined below. The employee may request additional time-off as vacation subject to the approval of the Public Works Director and Municipal Administrator.

Section 29.2. Immediate Family. For purposes of this policy, "immediate family" is defined as the employee's: mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in the place of a parent.

Section 29.3. Accrued vacation leave or accumulated unused compensatory time may also be used to attend the funeral of someone other than the employee's immediate family.

Notification: See Section 27.7, regarding notification of absence. These same notification procedures shall be applicable to funeral leave.

An employee requesting funeral leave must complete a Request for Leave Form and submit the request to the Public Works Director. Such request shall not be considered approved until authorized in writing by the Public Works Director, and the Municipal Administrator.

### **ARTICLE 30** **COURT LEAVE**

Section 30.1. Eligibility. All employees shall be entitled to leave when subpoenaed to appear before court or summoned for jury duty by the United States, the State of Ohio, or any political subdivision during regular working hours, unless such court appearance is in connection with the employee's personal business (e.g., criminal or civil cases, traffic court, divorce proceedings, etc.). If the employee is a party to the action, the employee may be granted vacation leave, compensatory time, or leave of absence without pay for a court appearance. This section shall not apply to employees who appear in court on behalf of the City as part of their employment, as such appearances are compensated as hours worked.

Section 30.2. Payment. Employees eligible for court leave, during any portion of their regularly scheduled working day, may choose to be compensated in one (1) of the following ways:

- a. Employees may choose to receive their regular salary or wage in full for such time from the City and all compensation for court services shall then be turned over to the Employer in full.
- b. Employees may choose to retain all monies received as compensation for court service and waive their regular salary or wage. The employee may request a day of vacation or an unpaid leave of absence for such time.

Section 30.3. Non-Work Time. If an employee is called for jury duty or subpoenaed to testify in a court of law, outside of the employee's regularly scheduled working hours, all compensation for such court service shall be retained by the employee.

Section 30.4. Work Attendance. Employees on court leave shall report for work before or following such leave if one (1) or more hours remain in the employee's scheduled workday, unless the employee has chosen to take a preapproved leave of absence.

Section 30.5. Employees called for jury duty or to testify in a court of law shall complete a Request for Leave Form and attach a photostatic copy of the subpoena. The form shall be submitted to the department head. Such request shall not be considered approved until authorized in writing by the department head, and the Municipal Administrator.

### **ARTICLE 31** **MILITARY LEAVE**

Section 31.1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, the reserve components of the Armed Forces of the United States, or the Federal Emergency Management Agency, shall be entitled to a military leave of absence from their duties, without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The maximum number of hours for which payment will be made in any one (1) calendar year is 176 hours. The employee shall remit to the Employer of all compensation, allowances, and reimbursements paid to him by any third party in connection with such temporary military service. Contractual benefits and seniority accrual will continue while an employee is on annual temporary active status.

Section 31.2. The Employer shall grant a leave of absence, without pay or contractual benefits, to an employee who enters active military service and subsequent re-employment rights in accordance with applicable federal law. An employee on military leave shall accrue seniority as if the employee had continued to work for the Employer during such military leave. Vacancies created by military leaves may be filled on a temporary basis by the Employer.

Section 31.3. If the employee's rights pursuant to Ohio Revised Code Section 5923.05 exceeds the benefits provided in Sections 31.1 and 31.2 the benefits provided by the statute shall be provided.

### **ARTICLE 32** **VACATIONS**

Section 32.1. Accrual. Full-time employees accrue paid vacation leave according to the following schedule:

- a. During the first year of full-time service through the end of seven (7) years of full-time service completed: 0.0388 hours of paid vacation leave earned for each hour in active pay status. Maximum accumulation per year = 80 hours (10 days vacation, 2 weeks).

- b. At the beginning of eight (8) years of full-time service through the end of 14 years of full-time service completed: 0.0575 hours of paid vacation leave earned for each hour in active pay status. Maximum accumulation per year = 120 hours (15 days vacation, 3 weeks).
- c. At the beginning of 15 years of full-time service through the end of 21 years of full-time service: 0.0775 hours of paid vacation leave earned for each hour in active pay status. Maximum accumulation per year = 160 hours (20 days vacation, 4 weeks).
- d. At the beginning of 22 years of full-time service: 0.0962 hours of paid vacation leave earned for each hour in active pay status. Maximum accumulation per year = 200 hours (25 days vacation, 5 weeks).

Vacation leave is credited each biweekly pay period for all hours in active pay status, except overtime hours worked, which hours shall not be counted for vacation accrual purposes. Vacation is not earned while an employee is in non-paid status (i.e., leave of absences without pay, disciplinary suspensions, etc.) Vacation accruals are based on the employee's number of years of full-time service with the employer and any state or political subdivision in the State of Ohio.

#### Section 32.2. Scheduling and Approval.

Vacation scheduling is subject to the approval of the Public Works Director and is based on the operational needs of the departments. Each department head shall be responsible for establishing an annual vacation schedule for department employees. Written approval for vacation leave must be obtained from the Public Works Director prior to the beginning of the leave period.

Vacation leave is to be taken in minimum units of one-quarter (1/4) hour and must be requested on the Absence Request and Report Form.

The Public Works Director or designee may either approve or disapprove the request. An attempt will then be made to reschedule the employee's vacation at a time mutually agreeable to both the employee and the department head. The date of employment shall be the basis for determining vacation preference.

Section 32.3. All vacation leave must be taken during the anniversary year following the anniversary year in which it was accrued, except an employee may carry over up to 40 hours of accumulated vacation leave into the next anniversary year. Effective December 31, 2008, all excess leave was eliminated from the employee's leave balance.

An employee who has more than ten (10) years of service and who accrues more than 80 hours vacation leave may elect to request pay once per anniversary year for all leave accrued over 80 hours. Approval of the request shall be at the discretion of the Municipal Administrator. Eighty hours shall be the maximum pay out per anniversary year.

Section 32.4. Vacation requests will be scheduled with the approval of the Employer in accordance with operating requirements.

**ARTICLE 33**  
**HOLIDAYS**

Section 33.1. Eligibility. Full-time employees are entitled to receive their regular rate of pay for the holidays listed herein. All other employees who do not qualify as full-time permanent employees shall not receive pay for the holidays defined herein.

Section 33.2. Holidays. All eligible employees are entitled to the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Presidents' Day
- d. Good Friday [four (4) hours]
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. Veterans' Day
- i. Thanksgiving Day
- j. Friday following Thanksgiving
- k. Christmas Eve [four (4) hours]
- l. Christmas Day

Section 33.3. The date of the recognized holiday will be the date of recognition of the holiday except that holidays falling on Sunday shall be recognized on Monday unless it is also a holiday in which event the Sunday holiday will be recognized on Friday and that holidays falling on Saturday shall be recognized on Friday unless it is also a holiday in which case the Saturday holiday shall be recognized on Monday.

Section 33.4. An employee who is not scheduled to work on an authorized holiday shall receive a regular day's pay for the holiday provided:

- a. the employee has worked the last scheduled working day before and the first scheduled working day after the holiday; or
- b. the employee was on injury leave or another approved absence on the last scheduled working day before and/or the first scheduled working day after the holiday.

Section 33.5. An employee who is scheduled to work on one of the authorized holidays shall be paid for work performed at one and one-half (1½) times the employee's straight time hourly rate for all hours worked plus holiday pay. There shall be no pyramiding of the premium pay for hours worked on an authorized holiday and any other premium time or overtime compensation provided for in this Agreement.

#### **ARTICLE 34**

#### **LEAVES OF ABSENCE WITHOUT PAY**

Section 34.1. Eligibility. Any employee must request a leave of absence without pay in writing. Approval of such request is solely at the discretion of the Employer and each request will be determined on its own merits. A leave of absence without pay for personal reasons shall not exceed six (6) months.

Section 34.2. Return from Leave. Upon returning from an approved leave of absence, the employee shall be placed in the employee's original position, or similar position in the same classification should the employee's original position be unavailable.

Section 34.3. Failure to Return. Failure to return to work upon the expiration of an authorized leave of absence without acceptable justification will be deemed a voluntary resignation effective as of the scheduled expiration of the authorized leave.

Section 34.4. Effect on Employment. Sick leave, annual leave and other paid leave are not earned by employees while on an authorized leave of absence without pay. A leave of absence without pay shall not be considered a break in service for seniority purposes.

Section 34.5. Cancellation of Leave. If the Employer determines that an employee is not using a leave of absence for the requested purpose, the leave may be canceled and the employee may be directed to return to work with a written notice to the employee. The employee may also be subject to discipline in such case.

Section 34.6. Absent without Leave. Any employee absent from work without obtaining advance approval for either paid leave or leave without pay, shall be considered absent without leave (AWOL) and subject to appropriate discipline.

Section 34.7. All leaves of absence are to be submitted on the Request for Leave Form with supporting documentation indicating the need and specific reason for the leave of absence. The Employer may require a physician's statement from any employee requesting a leave of absence

due to a temporary disability or other condition verified by the physician's statement, prior to authorizing a leave without pay.

### **ARTICLE 35** **GROUP INSURANCE**

Section 35.1. Eligibility. All full-time employees are eligible to participate in the Employer's health insurance program. The Employer's insurance carrier reserves the right to determine the eligibility of any employee. The Employer shall not be liable for the rejection of any employee for coverage. The Employer further reserves the exclusive right to select or change such insurance carrier, as long as it improves or maintains substantially equal coverage in doing so.

Section 35.2. Plan. Provided that all full-time employees of the Employer, not limited to members of the bargaining unit, are and remain admitted to the plan set forth in Appendix C at the premium rates stated below, the Employer agrees to adopt said plan for members of the bargaining unit for the duration of this Agreement, effective with the insurance year beginning April 1, 2013, subject to the provisions of this Article.

Section 35.3. Premium Shares. The Employer shall pay 85% of the premium and employees shall pay fifteen percent (15%) of the premium. The Employer and the employee shall each pay fifty percent (50%) of the premium during any extension of coverage under paragraph 3 of Appendix C after exhaustion of active pay status. These premium shares shall also apply to any Employer contribution increases described in paragraph 2 of Appendix C. Employees may pay their portion of premium by means of a pre-tax payroll deduction.

### **ARTICLE 36** **CONFORMITY TO LAW**

Section 36.1. This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations excepting, however, those rights reserved to management by Section 4117.08 of the Ohio Revised Code, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not effect the validity of the surviving portions.

Section 36.2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

### **ARTICLE 37** **EFFECT OF AGREEMENT**

Section 37.1. The parties mutually acknowledge and agree that each party had the opportunity in the negotiation of this Agreement to negotiate with respect to all mandatory and permissive subjects of bargaining as contained in Revised Code Chapter 4117. This Agreement is complete

in writing and incorporates all of the agreements between the parties regarding wages, hours, terms and other conditions of employment. This Agreement shall not be amended, changed, altered or qualified except by an instrument in writing signed by the signatory parties to this agreement.

Section 37.2. Prior to implementation of a new, amended or modified policy which may affect wages, hours, terms or other conditions of employment of members of the bargaining unit the employer will notify the Union and, upon the Union's request enter into and conduct affects bargaining as required by Revised Code Chapter 4117.

### **ARTICLE 38** **DURATION OF AGREEMENT**

Section 38.1. This Agreement shall be effective from January 1, 2015 and shall remain in full force until midnight December 31, 2017.

Section 38.2. If either party desires to modify or amend this Agreement, written notice of such intent shall be given. Such written notice shall not be presented earlier than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement.

Section 38.3. Such notice shall be by timely written letter. Negotiations should commence within two (2) weeks of receipt of the notice.

Section 38.4. The parties acknowledge that the entire understandings and agreements reached by the parties during negotiations after the exercise of such right and opportunity are set forth in this Agreement.

**SIGNATURE PAGE**

FOR THE CITY OF WATERVILLE:

  
James Bagdonas, Municipal Administrator

  
Dale Knepper, Director of Finance and Administration

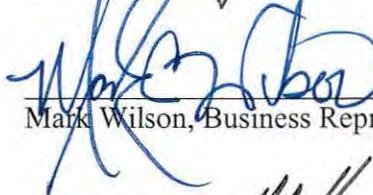
  
Ken Blair, Director of Public Works

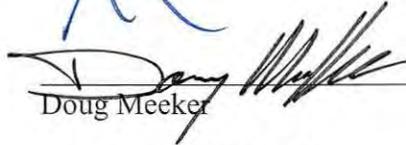
APPROVED AS TO FORM:

  
Philip Dombey, City Law Director

FOR THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS  
LOCAL NO. 20:

  
Bill Lichtenwald, President

  
Mark Wilson, Business Representative

  
Doug Meeker

  
Jeff Strayer

**APPENDIX A**  
**AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**



**CHECKOFF AUTHORIZATION  
AND ASSIGNMENT**

UNION  
OFFICIALS  
DECLINE

I, \_\_\_\_\_ hereby authorize my employer to deduct from my  
(Print Name)  
wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union \_\_\_\_\_, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty [60] days, but not more than seventy-five [75] days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employer \_\_\_\_\_

**Union dues are not deductible as charitable contributions for Federal Income Tax purposes.**

White Copy to Local Union

Yellow Copy to Company

Pink Copy to Applicant

## APPENDIX B

### FAMILY AND MEDICAL LEAVE

Under the federal Family and Medical Leave Act of 1993 (FMLA), eligible employees are entitled to up to 12 weeks unpaid leave in a 12-month period with health insurance maintained under the same terms and conditions as if the employee were working, and with the right to return to the same, or a substantially equivalent, position. The 12-month period is a rolling 12-month period measured backward from the date the employee uses any FMLA leave.

#### Eligibility

To be eligible for FMLA leave, the employee must meet the eligibility requirements of the Act including:

- a. Having worked for the City for at least 12 months; and
- b. Having actually worked at least 1,250 hours for the City during the 12 months prior to the leave.

#### Reasons for Leave

Eligible employees may take Family and Medical Leave:

- a. For the birth of the employee's child;
- b. For the placement of a child with the employee for adoption or foster care;
- c. To care for the employee's spouse, child or parent suffering from a serious health condition;
- d. Due to the employee's own serious health condition; or
- e. To address a qualifying exigency arising out of the fact that the employee's spouse, parent, or child is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service-member may take a total of 26 workweeks of FMLA leave during a 12-month period to care for the service-member. The leave described in this paragraph is only available during a single 12-month period.

If the employee and the employee's spouse both work for the City, they are together entitled to only 12 weeks leave in a 12 month period to care for a newly arrived child or parent with a serious health condition.

#### Intermittent Leave

Employees may take FMLA leave on an intermittent basis or by reducing the number of hours worked if leave is taken because of the employee's serious health condition or to care for a family member with a serious health condition.

### **Concurrent Use of Other Leave**

Employees taking FMLA leave will be required to use any accumulated vacation, paid sick leave, and compensatory time balances concurrently with FMLA leave before taking unpaid FMLA leave.

Leaves of absence for an employee's own serious health condition (including pregnancy) will be granted under the provisions of the City's medical leave of absence policy, including the requirement for medical certification of the need for leave. Leaves granted to employees under that policy will count against an eligible employee's FMLA entitlement.

### **Medical Certification**

To be eligible for FMLA leave to care for a spouse, child or parent with a serious health condition, an employee must provide a certificate from the patient's health care provider setting forth the date on which the serious health condition began, the probable duration of the condition, appropriate medical facts concerning the condition, a statement that the employee is needed to care for the spouse, child or parent or child, and an estimate of the time required. Copies of the certification form are available from the Municipal Administrator. If intermittent leave is medically necessary, the certificate will also show the dates and duration of the treatment to be given.

The City may require a second opinion from an examining health care provider of its own choosing if it has reason to doubt the validity of a medical certification. If the opinions of the health care provider who issued the certificate and the health care provider selected by the City conflict, the City and employee will select a third examining health care provider whose opinion will be binding upon the City and the employee. The employee and members of the employee's family must give timely cooperation with the City's examining health care provider and the third examining health care provider. The City will pay for examinations by the City's health care provider and any third health care provider. The employee must provide recertification of the need for continued leave every 30 days.

### **Notice**

An employee must give 30 days advance notice of a request for leave for birth, adoption or placement of a child or for planned medical treatment for a serious health condition of the employee or a covered family member. If such advance notice is not possible due to unforeseeable circumstances, the employee must give such notice as is practicable. The employee will make every effort to schedule planned medical treatment for himself/herself, spouse, parent or child so as not to disrupt the City's operations.

### **Insurance**

Health insurance coverage will continue during an employee's FMLA leave on the same terms and conditions as if the employee were working, as long as the employee pays the employee's portion of the premium each month.

### **Return to Active Status**

Upon completion of FMLA leave for the employee's own health condition, the City may require the employee to provide a certification of fitness to return to work. After FMLA leave, most

employees are entitled to return to their same job or an equivalent position with equivalent pay, benefits and other terms of employment. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an FMLA leave, however, no benefits other than health care benefits will continue to accrue during FMLA leave. The City may recover the costs of premiums paid to maintain an employee's health insurance, or other types of insurance, if the employee fails to return to work from FMLA leave.

### **Definitions**

**Serious Health Condition:** An illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment.

**Continuing Treatment:** Treatment by a health care provider that includes 1) A period of incapacity for more than 3 consecutive calendar days that requires subsequent treatment relating to the condition on 2 or more occasions or on 1 occasion that results in a regimen of continuing treatment, 2) Incapacity due to pregnancy, including prenatal care, 3) A period of incapacity or treatment due to a chronic serious health condition that may be episodic but includes periodic visits to a health care provider and conditions over an extended period of time, 4) Any period of incapacity that is permanent or long term due to a condition for which treatment may not be effective, and 5) Absence due to a series of treatments, for example, after surgery, accident, or for a condition that would result in an absence for at least 3 consecutive days if left untreated.

**Spouse:** As defined in accordance with applicable state law.

**Parent:** The biological parent or individual who stood in place of a parent (in loco parentis).

**Child:** A biological, adopted or foster child, a stepchild, legal ward, or a child of a person standing in the place of a parent, who, for purposes of FMLA leave taken to care for a family member with a serious health condition, is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

**Intermittent:** Leave taken in separate blocks of time due to a single qualifying reason.

**Reduced Schedule Leave:** Leave that reduces an employee's usual number of working hours per work week or work day.

**Health Care Provider:** A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices or any other person determined by the Secretary of Labor to be capable of providing health care services as further defined by law.

**Covered Active Duty:** In the case of a member of the regular Armed Forces, duty during the member's deployment to a foreign country, and in the case of a member of the Armed Forces reserves, duty during the member's deployment to a foreign country under a call or order to active duty in support of a contingency operation.

**Covered Service-Member:** A member of the Armed Forces (including members of the National Guard or Reserves) or veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred in the line of duty on active duty.

**APPENDIX C**  
**HEALTH AND WELFARE AND INSURANCE PLAN**

1. The Employer will contribute to Teamsters Local No. 20 Union Insurance, Health and Welfare Plan and Trust, for Plan #9; Life Insurance \$30,000; Accidental Death & Dismemberment \$30,000; Weekly Sickness and Accident Benefits of \$125.00; Prescription Plan \$5/\$10/\$20; Dental Plan Tier II/Ortho; and Vision Plan, the amounts as prescribed by the Fund, per month for each family, 2-party, or single, for each regular full-time employee on the Employer's payroll for thirty (30) days or more who has worked at least one (1) day during the month. Contributions for one (1) day worked in a month provide coverage for the following month, i.e. one day worked in January (work month) provides February benefits. Payment of the sum due, together with a list of the names and social security numbers of employees for whom payment is made, shall be forwarded to Teamsters Local No. 20 Health and Welfare Plan and Trust by the fifteenth (15<sup>th</sup>) of the current month.

2. Any increases in the amount of Health and Welfare contributions to be paid during the term of this Agreement, due to a rise in health costs or otherwise, which does not increase the amount of Health and Welfare coverage for the employees, shall be paid for by the Employer.

a. Any negotiated increases in the Health and Welfare Plan made during the term of this Agreement for another plan with increased coverage, which is extended to the employees on the due date, shall be incorporated into this Agreement and shall be paid for by the Employer.

b. However, any additional benefits or increased benefits which are added during the term of this Agreement resulting in increased contributions shall be paid for by the Teamsters Local No. 20 Insurance, Health and Welfare Plan and Trust, unless otherwise agreed to.

3. If an employee is absent because of illness or injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of three (3) months after exhaustion of active pay status. If an employee is granted a personal leave of absence, the Employer shall collect from said employee, prior to the leave being effective, sufficient monies to pay the required contributions into the Teamster Local No. 20 Insurance Health and Welfare Plan and Trust during the period of absence.

4. By the execution of this Agreement, the Employer authorizes the Employer Associations who are parties hereto to enter into an appropriate Trust Agreement necessary for the administration of such Fund and to designate the Employer Trustee under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

5. Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of the period in a payment of its contributions to the Teamsters Local No. 20 Insurance, Health and Welfare Plan and Trust created under this Agreement, in

accordance with the rules and regulations of the Trustees of such Fund, after an Officer of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare Plan payments, the Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom.

Employers who are delinquent also must pay all attorney fees and costs of collection.

