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# 2015-2017
# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF EUCLID

AND

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL 1363

Motor Maintenance Employees

Per Resolution No. 83-2015
Passed: June 1, 2015

Duration: January 1, 2015 to December 31, 2017

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## AGREEMENT

This Agreement is made between the City of Euclid, hereinafter referred to as "Employer" or "City" and the International Association of Machinists and Aerospace Workers, hereinafter referred to as "Union". The purpose of this Agreement is to promote and provide a fair and responsible method for employees covered by this Agreement to participate, through their Union Representative, in the basic policies governing rates of pay, hours of work, safety conditions, health conditions, and other conditions of employment, subject to the applicable provisions of the Charter of the City of Euclid, the Codified Ordinances of the City of Euclid, the Statutes of the State of Ohio, all other applicable governmental rules and regulations of such agencies, and federal law.

## ARTICLE 1: RECOGNITION

1.1 The City of Euclid hereby recognizes the International Association of Machinists and Aerospace Workers Union, Local 1363, as the sole and exclusive bargaining representative for a bargaining unit composed of all regularly employed full-time and regularly employed part-time employees employed in the Motor Maintenance Department, operated by the City of Euclid.

1.2 Excluded from the bargaining unit are all employees having the authority to effectively recommend and/or enforce any or all of the following actions: suspend, lay-off, recall, promote, discharge, assign, reward, discipline, direct and adjudicate the grievances of employees under his/her jurisdiction, including, but not limited to, administrative, confidential, management fiduciary, professional and supervisory personnel, pursuant to Ohio Revised Code Section 4117.0 I, the Charter of the City of Euclid, and other rules and regulations of such governmental agency or under any terms and conditions of this Contract.

## ARTICLE 2: DISCRIMINATION

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

## ARTICLE 3: EMPLOYEE'S ACTIVITIES

3.1 The employees subject to this Agreement shall have the right to form, join or assist in union activities, engage in lawful concerted activities, present grievances, be represented by a union, and to bargain collectively for wages, compensation, hours of work, safety, health and other conditions of employment.

## ARTICLE 4: GRIEVANCE PROCEDURE

### 4.1 *DEFINITIONS*

4.l(a) A "Grievance" shall be defined as a dispute or difference between the Employer, Union and the employee and/or a member of the bargaining unit concerning the interpretation and/or application of a provision of this Agreement relating to wages, hours of work, health, safety and other conditions of work and shall be restricted to those areas only.

4.1(b) "Immediate Supervisor" means the person having immediate supervisory responsibility over the employee/grievant.

4.1(c) "Grievant" shall mean the employee and/or the Union member(s) initiating a grievance.

4.l(d) "Days" shall mean the actual working days (i.e., Monday through Friday) unless specified differently in this Agreement.

4.1(e) "Review Committee" shall mean the committee appointed by the Mayor of the City of Euclid to decide any grievances not settled in Step 2 of the grievance procedure. It shall consist of the following: (1) A Member of the Union or the employee's personal representative; (2) A Member of Employer's negotiation committee; and (3) A representative of the Employer's Law Department.

### 4.2 *RIGHTS OF EMPLOYEE/GRIEVANT*

4.2(a) The employee/grievant may at his/her sole discretion be accompanied at all steps of the grievance by his/her personal representative or be represented by the Union.

4.2(b) The purpose of these procedures is to secure, at the lowest level, the administrator having authority to resolve the grievance in an equitable manner.

4.2(c) The employee/grievant shall be entitled to the grievance being kept confidential as is appropriate and processed as expeditiously as feasible.

### 4.3 *TIME SCHEDULES*

4.3(a) The number of days indicated at each step in the grievance procedure shall be the maximum.

4.3(b) If the employee/grievant does not present a written grievance within seven (7) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

4.3(c) If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition of that step and further appeal shall be barred.

4.3(d) Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

4.3(e) All notices of hearings, dispositions of grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.

4.3(f) Every effort will be made to process grievances to a satisfactory conclusion by the end of the contract year.

4.3(g) Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the work day unless the parties agree otherwise.

4.3(h) The time limits set forth in Steps One through Three of this grievance procedure may be extended by mutual agreement of the employer, the union and the employee/grievant.

4.4 ***INFORMAL GRIEVANCE PROCEDURE***

4.4(a) A grievance, except as indicated in 4.2(b) aforesaid, shall be first presented to the foreman or immediate supervisor of the employee/grievant in an attempt to resolve the grievance.

4.5 ***FORMAL GRIEVANCE PROCEDURE***

4.5(a) ***STEP ONE.*** In the event the grievance is not resolved within seven (7) days of the informal complaint, it may be pursued further by submitting, in writing, a completed grievance form, Step 1, in duplicate. Copies of this form shall be submitted by the grievant to the immediate supervisor. Within seven (7) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within seven (7) days after such meeting by

completing Step 1 of the Grievance Report Form and returning a copy to the Grievant, the Union, and the Superintendent.

4.5(b) ***STEP TWO.*** If an employee/grievant is not satisfied with the disposition of the grievance in Step 1, the employee/grievant shall, within seven (7) days of such disposition, complete a Grievance Report Form Step Two, and file same with the Service Director (or his Assignee) of the City of Euclid (Employer) who is in charge of the employee/grievant's department and set forth, in detail, the complete facts upon which the grievance is based, who shall, within ten (10) days, meet with the employee/grievant.

Within ten (10) days of this meeting, the Service Director, or his assignee, shall write his disposition of the grievance by completing his portion of the Step Two Form, forwarding a copy to the employee/grievant, the Union and the employee/grievant's supervisor.

4.5(c) ***STEP THREE.*** If the employee/grievant is not satisfied with the disposition of the grievance at Step 2, the employee/grievant may request a hearing before the Mayor of the City of Euclid, or his designee, by completing Grievance Report Form Step 3.

The employee/grievant's request for hearing before the Mayor, or his designee, shall be made within five (5) working days following the receipt of the disposition of the Step 2 procedure. The Mayor, or his designee, shall within seven (7) working days after receipt of the request, set a date for the review of said grievance to appear and give testimony and present any additional facts or documentation relating to the grievance. The Mayor, or his designee, shall thereafter, within fifteen (15) working days, make a written report to the Union and the employee/grievant setting forth its decision, either approving or disapproving the grievance.

4.5(d) ***Arbitration.*** If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the City, in writing, of its intent to appeal the grievance. Within ten (10) working days thereafter, the parties' representatives shall meet for the purpose of attempting to mutually agree upon the selection of an arbitrator. If no agreement can be reached, the Union shall notify the American Arbitration Association ("AAA") or the Federal Mediation and Conciliation Service ("FMCS"), in writing, of its intent to arbitrate the grievance. Upon written notice of the Union's intent to arbitrate, the AAA or the FMCS shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen in accordance with AAA or FMCS then applicable rules.

(1) ***Hearing Time.*** The arbitrator shall schedule a hearing within thirty (30) days of appointment, at a time and place convenient to the parties.

(2) ***Jurisdiction.*** The arbitrator shall be expressly limited to the meaning, intent or application of the provisions of this Agreement and shall not have the power to modify any of the terms of this Agreement.

(3) The failure of the grievant or the Union to meet any time limits provided herein shall serve as a waiver of any grievance. Similarly, the failure of the Employer to meet any time limits provided herein shall serve as a waiver of the Employer's right to further review of the grievance.

(4) ***Decision.*** The decision of the arbitrator shall be final and binding on both parties, subject only to review by the Court of Common Pleas having jurisdiction over the public employer as provided in Chapter 2711.01 *et seq.* of the Ohio Revised Code.

(5) ***Costs.*** The costs of the arbitrator shall be paid for equally by the City and the Union.

## ARTICLE 5: SENIORITY

5.1 Seniority shall be based upon continuous service with the Employer, compiled by time actually spent on the payroll, plus properly approved absences, time laid-off, sick leave, or time in military service in the Motor Maintenance Department, and not city-wide.

5.2 A new employee shall be a probationary employee, without seniority for one hundred twenty (120) calendar days, excluding absence, at the end of which period he/she shall be entered in the seniority list as of the first day of his/her employment.

5.3 A probationary employee may be disciplined or terminated at the discretion of the Employer, without recourse to the Grievance Procedure.

5.4 Employees who voluntarily resign or are discharged for cause, terminate their seniority.

5.5 Recall of employees laid-off shall be offered employment in the inverse order of lay-off for a maximum period of twenty-four (24) months after lay-off, provided work becomes available.

5.5(a) Employees to be recalled after lay-off shall be notified in writing by certified mail at his last known address to report back to work and the Employer shall send a copy to the Union, in writing, at the time of recall.

5.5(b) Failure of an employee to report to work within five (5) days from the date of postmark on envelope of the recall notice shall cause loss of employment rights and, thereafter, will not have employment preferences over workers who have not previously been employed by the Employer.

5.6 Seniority shall prevail in the lay-off, recall, promotion and transfer of employees, provided the factors of skill, knowledge and ability to perform the required job requirements are relatively equal. The preceding sentence shall not prohibit the Employer from hiring a new employee for a job requiring such other skilled work as employees with seniority do not possess to the extent necessary to perform the duties competently, after first posting for five (5) days said position for bidding by employees of this unit.

5.7 In the event of lay-off, selection of employee for lay-off shall be based upon seniority, by job description, within the Motor Maintenance Department.

5.8 The parties agree that at any time when layoffs are determined to be a necessity in this Bargaining Unit, the Employer shall provide at least fourteen (14) days notice prior to any layoff becoming effective.

## ARTICLE 6: COMPENSATION PLAN

6.1 The compensation of Bargaining Unit employees shall be based on the hourly rates prescribed for the respective job descriptions or job categories.

6.2 Original employment to any position or job defined, shall be made at the minimum rate and upon completion of the probationary period the employee shall be paid at the designated rate for such position.

6.3 ***Starting Rate of Return from Military Service.*** Any employee who has been drafted into the active service of the Armed Forces from the City and who subsequently is reinstated to a position previously held by him may be entitled to receive compensation at a rate no lower than that of the rate corresponding to the rate received at the time of entrance into the Armed Forces of the United States.

6.4 ***Temporary Transfer.*** Whenever the Superintendent or his designee Foreman assigns an employee to duty in a position not normally held by him, he shall receive the maximum rate established for such position.

6.5 ***Rate Adjustment to be Made.*** Any adjustment in rate of compensation of any City

employee occupying a position in the City's service shall become effective the first day of the pay period in which such adjustment is granted.

6.6 *Responsibility of the Mayor.* The Mayor or his designee or designees shall be responsible for the Administration of the Compensation Plan, including but not limited to, the approval of compensation advancements by the determination of proper compensation rates within the existing ordinance provisions and the preparation of recommendations and initiation of approved revisions of the plan.

6.7 The attached Exhibit A shall reflect the wages for all bargaining unit employees for the duration of this Agreement.

## ARTICLE 7: HOURS OF WORK

The normal work week for all employees in the employment of the City shall average forty (40) hours per week and five (5) days. No employee shall be laid off from normal regular hours of employment for the purposes of off-setting overtime or holiday pay. At the recommendation of the Motor Maintenance Superintendent, and with the approval of the Director of Public Service, a three shift work schedule, with hours from 7:00a.m. to 3:00p.m.; 3:00p.m. to 11:00p.m.; and 11:00 p.m. to 7:00a.m. may be created and implemented on a permanent basis. Each shift shall include a ½ hour paid lunch break.

7.1 Overtime employees of the City shall be paid at the rate of one and on-half (1 ½) time the regular hourly rate for work in the excess of eight (8) hours per day or the excess of forty hours per five (5) day week, provided , however, that said hours have actually been worked.

7.2 Sick pay, as provided in Article 14 herein, shall not be considered for purposes of computing overtime.

7.3 Employees of the Motor Maintenance Department, scheduled to work on the twelve (12) hour work shift shall be compensated for overtime at a rate of one and one-half (1 1/2) his/her base hourly rate for Saturday, Sunday and holidays provided said employee actually worked said hours.

7.4 All full-time bargaining unit employees shall be entitled to paid breaks of 15 minute duration during the first half and second half of the work schedule.

## ARTICLE 8: OVERTIME REPORTING

8.1 In an emergency, reasonable periods of overtime work may be required to meet operational requirements for efficient operation of the Employer's facilities and services. The City, through the Motor Maintenance Department Supervisor, shall maintain and keep records of overtime scheduling for each member of the bargaining unit.

8.2 Overtime scheduling shall be based upon seniority and /or anniversary dates of hire. Employees requested to work overtime shall not refuse except for reasons of health, safety, or other reasonable causes.

8.3 Employees called into work beyond his/her regularly scheduled shift shall be guaranteed four (4) hours pay at his/her regular hourly rate.

8.4 Repeated refusal by any employee to accept emergency overtime work may result in disciplinary action by the Employer, pursuant to Article 29 as set forth in this Agreement.

## ARTICLE 9: SHIFT PREMIUM COMPENSATION

9.1 Any bargaining unit employee assigned to work, and who actually works second shift on a permanent or temporary basis, as defined in Section 7.1, in the Motor Maintenance Department shall receive a shift premium of sixty Cents per hour ($0.60/hour), in addition to his/her regular hourly rate. Any bargaining unit employee assigned to work, and who actually works third shift on a permanent or temporary basis, as defined in Section 7.1, in the Motor Maintenance Department shall receive a shift premium of Ninety Cents ($.90) per hour, in addition to his/her regular rate.

## ARTICLE 10: PROBATION AND ADVANCEMENT WITHIN A JOB CATEGORY

10.1 After initial appointment or promotion to an upgraded job category, the first one hundred twenty (120) calendar days of service in the position to which appointed or promoted shall be considered the probationary period.

10.2 In the event the employee does not satisfactorily complete the probationary period, he/she shall be separated from the service, except that in the case of promotion from a lower job category, he/she may revert to the prior job. An upgrading within the job description shall not constitute a promotion within the meaning of the section.

10.3 An employee appointed or promoted to an upgraded job category shall not be permitted to bid for other job openings in the department during his/her one hundred twenty (120) day probation period in said job category.

10.4 Any new employee shall become a member of the Union after ninety (90) days of employment.

## ARTICLE 11: COMPENSATION FOR PART-TIME EMPLOYEES

11.1 A part-time employee, on a continuing work schedule for less than full-time, but not exceeding thirty (30) hours per week, shall be compensated at the appropriate rate of pay for the position he/she was hired for.

11.2 Part-time employees shall not be employed in a full-time permanent position covered by this Agreement without the Employer posting said position, thereby permitting any full-time employee of the department to bid on said position.

11.3 ***Exclusion of Benefits.*** All temporary employees or part-time employees shall be excluded from participating in the following fringe benefits granted to full-time employees of the Employer:(1) Group Medical Program; (2) Group Life Insurance Programs; (3) Uniform Allowances; (4) Longevity Pay; (5) Holiday Pay; (6) and Vacation.

## ARTICLE 12: HOLIDAYS

12.1 The following shall be considered paid holidays for all full-time bargaining unit members:

The First Day of January (New Year's Day)
The Third Monday of January (Martin Luther King Day) The
Friday before Easter (Good Friday)
The Last Monday of May (Memorial Day) The
Fourth Day of July (Independence Day) The
First Monday of September (Labor Day)
The Second Monday in October (Columbus Day)
The Thursday in November designated "Thanksgiving Day" The
Friday after Thanksgiving Day
The Twenty-Fourth Day of December (Christmas Eve) The
Twenty-Fifth Day of December (Christmas Day)

An employee required to work on New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day or Christmas Day shall be paid at two times his base rate of hourly pay.

12.2 When a holiday listed above falls on a Sunday or non-working business day, the following business day shall be considered a holiday. In addition to the above, any day may be designated a holiday by proclamation of the Mayor and approval by Council.

12.3 *The Employee's Birthday.* Each full-time employee shall be entitled to the day off with pay on their birthday. When the employee's birthday falls on one of the preceding holidays or on a non-working day, the employee shall take as his holiday the next succeeding Friday, which is a working day and not a holiday. This may be altered by order of the Director.

12.4 All members of the bargaining unit hired on or before December 31, 2012 may take five (5) personal days off per year with pay at their normal hourly rate, subject to approval of the Department Head for purposes of maintaining efficiency and effectiveness within the Department.

12.5 All members of the bargaining unit hired on or after January 1, 2013 may take three (3) personal days off per year with pay at their normal hourly rate, subject to approval of the department head for purposes of maintaining efficiency and effectiveness within the Department. During the first year of hire of a member on or after January 1, 2013, personal days provided herein shall be prorated based upon the date of hire as follows

Date of Hire before May 1 = Maximum of 3 days
Date of Hire on or after May 1 but before September 1 = Maximum of 2 days
Date of Hire on or after September 1 = Maximum of 1 day

## ARTICLE 13: VACATIONS

13.1 *Years of Service Defined.* Years of service for the purposes of this section shall mean continuous, uninterrupted service, except that military service, authorized sick leave, and vacations shall not be considered an interruption in service.

13.2 *Amount of Vacation Pay.* In the case of hourly paid personnel the weekly vacation pay shall be compensation equal to that paid during a normally scheduled hourly work week.

13.3 *Vacation Scheduling.* The City through the Motor Maintenance Department Supervisor, shall prepare and keep the vacation schedules for all members of the bargaining unit effective as of January 1 of each contract year. Vacation scheduling shall be granted based upon seniority and anniversary dates of hire.

13.4 *Vacation -Duration.*

13.4(a) Each full-time bargaining unit member may take up to two (2) weeks of vacation, with pay, after completion of his/her first year of service and each year thereafter.

13.4(b)Each full-time bargaining unit member who has completed five (5) years of continuous service may take up to three (3) weeks of paid vacation per year.

13.4(c) Each full-time bargaining unit member who has completed ten (10) years of continuous service may take up to four (4) weeks of paid vacation per year.

13.4(d)Each full-time bargaining unit member who has completed fifteen (15) years of continuous service may take up to five (5) weeks of paid vacation per year.

13.4(e) Each full-time bargaining unit member who has completed twenty (20) years of continuous service may take up to six (6) weeks of paid vacation per year.

13.4(f) Each full-time bargaining unit member hired on or after January 1,2013, shall be limited to steps (a) through (c) of this section so that no more than four (4) weeks of vacation per year will be allowed.

## ARTICLE 14: PAID AND UNPAID LEAVES

14.1 ***SICK LEAVE.***

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

14.1(b) ***Unused Sick Leave.*** Unused sick leave shall be unlimited in its accumulation.

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

14.1(d) ***Use of Sick Leave.*** A member with accumulated sick leave may use such leave only for absence due to illness injury, exposure to contagious disease which could be communicated to other employees, illness in the member's immediate family as such term is defined in Section 2(c) of this Article, or other such circumstances set forth herein. A member absent from work and on sick leave shall inform his/her immediate supervisor of the fact and the reason therefore as soon as possible; the failure to do so no later than the start of his/her shift may be cause for denial of sick leave with pay for the period of absence.

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

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

14.1(g) ***Sick Leave Credit.*** A member who is laid off from their position may, if reappointed within eighteen (18) months, have available any unused sick leave existing at the time of layoff. A member who transfers, including promotions and demotions, from one City position to another shall retain the unused balance of their accumulated sick leave. A member who was previously employed with another public entity in the State of Ohio may, upon application to their Department Head, be credited with the unused balance of sick leave accumulated at their previous public employment provided the time between their previous public employment and their application for credit of previous unused sick leave does not exceed ten (10) years.

14.1(h) ***Retirement and Death Benefits.*** The City shall pay to an employee who retires from service with the City of Euclid, or to the estate of a person so deceased while an employee of the City, a sum in accordance with the following schedule:

An employee hired by the City of Euclid before January 1, 2006, and who retires after January 1, 2007.

| Years of Service | Maximum Hours of Accumulated Sick Time |
|---|---|
| Less than 5 years | 320 Hours |
| 5 years but less than 10 years | 480 Hours |
| 10 years but less than 15 years | 640 Hours |
| 15 years but less than 20 years | 800 Hours |
| 20 years or more | 960 Hours |

An employee hired by the City of Euclid after January 1, 2006 will receive payment for accumulated sick leave in an amount not to exceed 240 hours.

## 14.2 *BEREAVEMENT LEAVE.*

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

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

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

## 14.3 *FAMILY AND MEDICAL LEAVE.*

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

Members shall first use accrued sick, personal, vacationor other accrued time, as appropriate, prior to taking unpaid leave. A member who takes FML because of the member's own serious

health condition shall be required to obtain and present certification from a licensed physician or other appropriate health care provider indicating that the member is fit to return to work, prior to returning to work.

14.4 ***JURY DUTY AND WITNESS DUTY.***

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

14.5 ***MILITARY LEAVE.***

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

1. the difference between their gross monthly wages as an employee of the City and their gross monthly military wages; or

2. five hundred dollars ($500.00)

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

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

14.6 ***SPECIAL LEAVE***

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

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

14.7 ***DISABILITY LEAVE.***

14.7(a) *Workers Compensation Offset.* Any employee absent as the result of a job-related illness or injury and who receives compensation under the Worker's Compensation Law of the State of Ohio shall receive only that portion of his regular salary that, together with the payments received under the Worker's Compensation Law, will equal his regular salary at the time the injury is sustained. Such payments shall continue during the time said employee is receiving payments under the provisions of the Worker's Compensation Act, but in no event for more than six (6) months from the date of injury. Thereafter, an employee unable to return to work may, at his or her option, use his or her accumulated sick and vacation leave.

14.7(b) *Proof of Claim* Before any payments are made pursuant to the above provisions, the applicant shall furnish and periodically thereafter, upon request, provide satisfactory proof of the amount received by him/her under the Workers' Compensation Act of Ohio to the Service Director or Administrative Director.

14.8 ***UNAUTHORIZED ABSENCE***

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

## ARTICLE 15: EXPENSES

15.1 ***General Permitted Expenses.*** In any event where a City employee uses his own personal automobile for business in the interest of the City, he shall be entitled to submit a statement for reimbursement of automobile mileage at the rate as permitted by the Internal Revenue Service Regulations and further, when trips are taken in the interest of the City, the employee shall be entitled to reimbursement for such necessary expense items as are thus incurred. Such reimbursement shall be paid from the City Treasury upon presentation to the Director of Finance of an itemized expense list and appropriate evidence of payment.

## ARTICLE 16: PUBLIC EMPLOYEES RETIREMENT SYSTEM

16.1 Contribution to the Public Employees Retirement System shall be paid by the employees and the City in accordance with Section 145.47 and 145.48 of the Ohio Revised Code respectively.

16.2 Effective July 1, 1985, the City will pick-up the required employee contributions at an amount not to exceed that permitted by the Internal Revenue Service, subject to the terms and conditions set forth in City Ordinance No. 80-1985, incorporated by reference.

## ARTICLE 17: GROUP LIFE INSURANCE

17.1 The City shall provide $50,000.00 life insurance protection for each member of the bargaining unit. The City shall be responsible for 100% of the premiums.

## ARTICLE 18: LONGEVITY PAY

18.1 Each full-time member of the bargaining unit shall receive an additional salary payment in recognition of service of longevity on or about December 23rd of each year, except that in the event an employee retires during any time prior to December 23rd, such employee's longevity pay shall be pro-rated on the effective date of retirement of the employee for the year of retirement only. Longevity pay shall be computed as a percentage of the employee's base salary in accordance with the following schedule:

| | |
|---|---|
| Five Years or More | 3.5% of Employee's base salary |
| Ten Years or More | 5.0% of Employee's base salary |
| Fifteen Years or More | 6.5% of Employee's base salary |
| Twenty Years or More | 8.0% of Employee's base salary |

In no event shall any employee in the Bargaining Unit be entitled to a longevity payment in excess of Three Thousand Five Hundred Dollars ($3,500.00).

For purposes of this section, an employee's base salary shall be defined as their regular hourly rate multiplied by 2,080.

All employees hired after December 31, 1995 shall not be eligible for longevity pay and shall not be entitled to longevity pay based on prior governmental service.

18.2 All employees hired after December 31, 1995, who are not eligible for longevity pay pursuant to Section 18.1, above, shall be entitled to an annual Continuous Service Payment. No Continuous Service Payment under this provision is due any employee before December, 2006. Continuous Service Payments shall be paid at, or approximately at, the same time the City makes longevity payments. Continuous Service Payments shall be paid in accordance with the following schedule:

| | |
|---|---|
| Upon completion of Five Years or More of Service | $200.00 |
| Upon completion of Ten Years or More of Service | $250.00 |
| Upon completion of Fifteen Years or More of Service | $300.00 |
| Upon completion of Twenty Years or More of Service | $350.00 |

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

## ARTICLE 19: HEALTH BENEFITS

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

19.2 Under the Employer's health insurance plan, the Employer shall be liable for the entire cost of paying claims, up to the limits of its liability under the plan, as well as the cost of any premiums necessary to obtain coverage by an insurance carrier or provider to ensure payment of all claims beyond those limits. Employees of the bargaining unit shall be liable for the payment of any deductibles and/or co-payments, as described in the plan, for properly submitting claims on a timely basis, and for providing all necessary information for the processing of claims.

19.3(a) Effective for the life of this contract, the following deductibles and co-payments will be implemented:

Health Care Plan Designs 2015, 2016, and 2017

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

Monthly Health Care Premiums 2015

| *PLAN* | *TIER* | *WITHOUT WELLNESS* | *WITH EMPLOYEE WELLNESS* |
|---|---|---|---|
| **Traditional MMOH** | Ee | 125 | 100 |
| | Ee + Children | 150 | 125 |
| | Ee + Spouse | 175 | 150 |
| | Ee + Spouse + Children | 200 | 175 |
| **Basic MMOH** | Ee | 75 | 50 |
| | Ee + Children | 100 | 75 |
| | Ee + Spouse | 125 | 100 |
| | Ee + Spouse + Children | 150 | 125 |
| **MetroHealth Select** | Ee | 75 | 50 |
| | Ee + Children | 100 | 75 |
| | Ee + Spouse | 125 | 100 |
| | Ee + Spouse + Children | 150 | 125 |

Monthly Health Care Premiums 2016

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

Monthly Health Care Premiums 2017

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

19.4 The employer shall make available a "125 Plan" permitting the employees the option to declare pre-tax dollars be committed and made available to provide health care and associated benefits for the employee and dependent family members if any. Participation levels, annual limits and plan costs may be adjusted on an annual basis with notice to employees prior to program changes. The employer further agrees to pay the administrative fee for those employees participating in the "125 Plan".

19.5 Each full-time employee of the bargaining unit shall have the option of participating in a group dental plan and a group vision care plan. For 2015, the City shall be solely liable for the payment of the premiums necessary to provide either individual or family coverage for employees of the bargaining unit, - For 2016, the employee shall contribute 10% of the COBRA rates established on 12/1/2015 (Vision -Single Coverage $0.63 and Family Coverage $1.51, Dental - Single Coverage $2.37 and Family Coverage $6.33) and for 2017 the employee shall contribute 15% of the COBRA rates established on 12/1/2016 subject to the employee being solely liable for the payment of any deductibles or co-payments, required under this plan.

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

19.7 Premiums related to wellness participation will terminate on 12/31/2017 unless provisions are renewed.

## ARTICLE 20: GENERAL SAFETY PROVISIONS

20.1 The Employer may make reasonable provisions for the health and safety of all City of Euclid employees. The Superintendent or his or her designee shall ensure that no employee of the bargaining unit shall be assigned to work at any time when a second City Employee is not present in either the Motor Maintenance facility at the Service Garage or on a road call to service a disabled piece of equipment. The second City Employee need not be a member of the bargaining unit.

20.2 ***Safety Committee.*** A Safety Committee shall be appointed by the Mayor, consisting of three (3) members as follows: (I) One Member of the Bargaining Unit; (2) One Member of the Employer's Insurance Department; and (3) One Member from the Employer's Administrative Staff.

20.3 ***Duties of the Safety Committee.*** The Safety Committee shall meet at least once a month to review overall safety programs established for the employees in the various departments of the City. It shall promulgate rules and regulations for the employees to follow which shall protect the employee's general safety, health and welfare.

## ARTICLE 21: UNIFORMS &EQUIPMENT

21.1 The City shall provide eleven (11) work uniforms to all hourly paid employees of the Motor Maintenance Department, described in this Agreement and provide a means of cleaning the

same. Gloves and rain suits shall be provided when required by job description.

21.2 To fully compensate all bargaining unit employees for the expenses associated with tools and boots, the City shall pay a Tool and Boot Allowance as follows:

21.2(a) Full-time mechanics as of January 1st shall receive the following allowance:

| | |
|---|---|
| On February 1, 2015: | $1400.00 |
| On February 1, 2016: | $1500.00 |
| On February 1, 2017: | $1600.00 |

21.2(b)Full-time helpers shall receive the following allowance:

| | |
|---|---|
| On February 1, 2015: | $450.00 |
| On February 1, 2016: | $650.00 |
| On February 1, 2017: | $650.00 |

## ARTICLE 22: EMPLOYEE RIGHTS

22.1 The employees of the City have the right to be represented by a union of their choice, pursuant to the procedures set forth in Ohio Revised Code Section 4117.01, et. seq.

22.2 Each employee of the City shall have the right to refuse to join a union without coercion by the Employer or the Union representing other employees in the department.

22.3 Each employee has the right to the same fair and impartial treatment by the Employer, whether or not he is a union member, consistent with the terms and conditions of this Agreement and the Ohio Revised Code Section 4117.01, et. seq.

22.4 Each employee who is a member of a union representing him/her as a member of the bargaining unit has the option to authorize the deduction of his/her union dues from his/her earnings. Said deduction shall be effective upon employee's written authorization to the City of Euclid Finance Department.

22.5 An employee may request an opportunity to review his personal file and may submit memoranda to a management representative to be included in his file stating his position on any job evaluation report.

22.6 Each employee who is a member of the Eaton Family Credit Union and Operating Engineers Federal Credit Union has the option to authorize his deduction from his/her pay and have same remitted to the Credit Union. Said deductions shall be effective upon employee's written authorization given to the City Finance Department.

## ARTICLE 23: EMPLOYER'S RIGHTS

23.1 The Employer shall have the right and responsibility to: (1) determine all matters of inherent managerial policy, including, but not limited to areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure; (2) direct, supervise, evaluate and hire employees; (3) maintain and improve the efficiency and effectiveness of governmental operations; (4) determine the overall methods, process, means of personnel by which governmental operations are to be conducted; (5) suspend, discipline, demote or discharge for just cause or lay-off, transfer, assign, schedule, promote, or retain employees; (6) determine the adequacy of the work force; (7) determine the overall mission of the employer as a unit of government; (8) effectively manage the work force, and (9) take actions to carry out the mission of the public employer as a governmental unit.

23.2 The Employer reserves the right to discipline for any illegal strike action or violation of this provision. Violation of this paragraph may constitute an unfair labor practice as determined and remediable by the State Employment Relations Board. In the event an unfair labor practice is determined by SERB, the City will not subsequently impose discipline except as recommended by SERB.

## ARTICLE 24: UNION BUSINESS

24.1 A union who has been elected by the employees of the City of Euclid, Motor Maintenance Department, to represent them as their agent for the Bargaining Unit shall have the right to expect those employees who are dues-paying members to conform to and be subject to the Union's constitution and by-laws.

24.2 *Union Security.* The Employer agrees to deduct each month from each employee's earnings the monthly dues in an amount certified to be current by the secretary/treasurer of the union upon written authorization of each employee who is a member of the union.

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

24.3 There shall be no discrimination, restraint, or coercion by the Employer against any employee for his/her recognized normal and reasonable activities on behalf of or membership in the Union. These activities shall in no way interfere with the effective and efficient operation of the department or services to the citizens of the City of Euclid.

24.3(a) Pursuant to Ohio Revised Code Section 4117.09(C) non-union employees of the Bargaining Unit presently employed by the City shall be grand-fathered and shall not be required to pay either the union monthly dues or the fair share portion of said dues. It is agreed by the parties hereto that all new employees hired after the execution of this agreement shall either be required to pay union dues or a fair share fee to the union or in the alternative, to a recognized religious or non-profit organization exempt from taxation pursuant to Section 501(C)(3) of the United States Revenue Code.

24.4 Union activities shall be permitted on City property only when these activities do not interfere with the effective and efficient operation of the department. The Mayor or his designee shall have the sole and exclusive authority in determining if the activities interfere with the operation of the City.

24.5 Union members will be allowed time off, without pay, to participate in recognized and reasonable activities of the Union, when in the opinion of the Mayor or his designee, the absence of the employees will not jeopardize the operation of the department or city services.

24.6 ***Bulletin Board Space.*** The Union will be allowed to place one (1) bulletin board for their use, to be designated by the Director or Supervisor of the department.

24.7 The Union agrees that its members shall comply with all the department rules, regulations, directions, policies, standards, operational procedures, etc., regarding their conduct and work performance.

24.8 ***Shop Steward.*** Shop stewards shall be appointed in the exercise of their duties by the exact terms and conditions of the Union's constitution and by-laws, or by subsequent changes made by appropriate action of the Union. It shall be the duty of each and every steward, when appointed, to familiarize himself/herself with the terms and conditions of this Agreement.

24.9 *No* ***Strike- No Lockout.*** The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike. For purposes of this section, strike means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slow-down or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in wages, hours, terms and conditions of employment for the duration of this Agreement or any extension thereof. The City shall not lockout any employee for the duration of this Agreement.

## ARTICLE 25: DISCIPLINE

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

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

1. Verbal Warning and Cautioning
2. Written Reprimand
3. Suspension
4. Discharge

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

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

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

25.4 ***Suspension.*** If the employee continues to violate rules in which he/she has previously received a written reprimand, if different violations occur after receipt of previous written reprimands, or if the situation warrants more serious action, an employee may be suspended from duty without pay, subject to Section 25.1. Prior to any suspension an employee will receive a pre-disciplinary hearing from his/her Director, or his/her designee. Upon notice of a violation of the work rules that may warrant a suspension, the employee's immediate supervisor will notify the Director of the situation. The Director will initiate an investigation of the incident. If the investigation reveals that a suspension may result, the Director will notify the employee in writing that a pre-disciplinary hearing will be held with the Director at a designated time and place. The notification will outline the possible rule violations that have occurred. The employee has the option to meet privately with a Union representative before the conference and have the Union representative attend the conference with him/her and speak on the employee's behalf. At the conference the employee will be given the opportunity to explain the situation and give reasons for his/her conduct. At the conclusion of the conference, the Director has three (3) working days in which to notify the employee, Shop Steward and the Union Business representative of any suspension. The employee will receive a written letter indicating the disposition of the charged violations and the length of the suspension without pay. The letter shall describe in detail the reason or reasons for which the employee has been suspended. Any suspension shall be for a specific number of consecutive days on which the employee would have been regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of the suspension only. A copy of said letter will be placed in the employee's file and will be forwarded to the Human Resources Office and the Civil Service Commission.

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

25.6 Each disciplinary action shall remain effective in the employee's personnel file for eighteen (18) months after the date of its issuance.

## ARTICLE 26: REOPENING OF AGREEMENT

26.1 Either party hereby desirous of making changes or modifications in this Agreement shall notify the other party pursuant to the requirements set forth in the permanent rules of tl1e State Employment Relations Board No. 4117.-9-02, except, that the parties by mutual agreement may extend the time table set forth in O.R.C. Section 4117.

## ARTICLE 27: PERSONNEL

27.1 ***Positions of Employment.*** Positions of employment as employees of the Motor Maintenance Department are set forth in Exhibit "C" and "D" attached hereto and shall include positions specified in the job descriptions or categories and are incorporated herein by reference.

## ARTICLE 28: RESIDENCY

28.1 Employees must maintain their residence within a one hour driving time to and from the City of Euclid Municipal Center.

## ARTICLE 29: PHYSICAL AND AGE REQUIREMENTS

The Employer shall have the right to promulgate reasonable requirements of a prospective employee to meet certain physical standards as a prerequisite to permanent employment with the City of Euclid.

## ARTICLE 30: AMERICANS WITH DISABILITY ACT OF 1993

30.1 The Federal ADA Act of 1993 being a law of the nation specifically requiring management and labor to give added benefits to all employees, it is agreed by the parties hereto to abide and adhere to the terms and conditions of ADA Act of 1993 and same shall be incorporated by reference herein and made a part hereof as though fully rewritten herein subjecting both management and labor to its terms and conditions.

## ARTICLE 31: ALCOHOL AND DRUG TESTING

31.1 ***Policy Statement.*** Both the City and the Union recognize that alcohol and drug abuse are threats to the public safety and to the employees. Thus, the City will take the necessary steps,

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

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

31.3 ***Confidentiality.*** It is imperative that all employees recognize and preserve the confidential nature of the medical records of employees with alcohol and drug dependency problems. If any employee feels that alcohol or drugs have become a problem that is reflected in their work performance, he/she is strongly urged to speak to his/her immediate Supervisor.

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

31.5 ***Basis for Testing.*** Employees may be tested for alcohol and drug related impairment, under any of the following conditions:

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

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

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

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

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

## ARTICLE 32: INCENTIVES

32.1 The Employer agrees to pay the course fee incurred by an employee who attends, completes and obtains certification of satisfactory completion from the school or training facility attended at the request of the Employer, or by mutual agreement of Employer and employee.

32.2 Said schooling and training must be directly related to the enhancement of employee's work assignment and/or his/her job description.

## ARTICLE 33: SUB-CONTRACTING

33.1 The City shall not lay off any current bargaining unit employee at any time when work customarily performed by any member of the bargaining unit is sent out of the Motor Maintenance Department to be performed.

## ARTICLE 34: LEGAL REFERENCES

This Agreement is subject to all applicable and existing or future laws or regulations of the State of Ohio, including applicable and existing or future ordinances or regulations of the City of Euclid. Should any part of this Agreement be invalid by operation of law existing or promulgated in

the future, or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written notice by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations.

## ARTICLE 35: TERM OF AGREEMENT

This Agreement shall become effective on the 1st day of January, 2015 and shall remain in full force and effect until the 31st day of December 2017.

35.1 Pursuant to O.R.C. Section 4117.01, et. seq., if either party to this Agreement does not request changes or modifications, then all of the terms and conditions of this Agreement shall remain in full force and effect and be binding upon both parties hereto, and may be renewed from year to year thereafter.

## ARTICLE 36: COUNTERPARTS

This Agreement may be simultaneously executed in four or more counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same Agreement.

## SIGNATURE PAGE TO FOLLOW

**IN WITNESS WHEREOF,** the parties hereto, being the City of Euclid and the International Association of Machinists and Aerospace Workers, Local 1363, (I.A.M.A.W.) hereby execute this Agreement this 23rd day of Dec, 2015:

LOCAL 1363- of the
INTERNATIONAL ASSOCIATION
OF MACHINIST AND AEROSPACE
WORKERS AFL-CIO

By: Thomas Verdi
Business Representative

EMPLOYER:
CITY OF EUCLID

Bill Cervenik
Mayor

Steward

Execution of this Agreement by City of Euclid officials has been authorized by the Euclid City Council in full session, pursuant to City Resolution No. 83-2015 passed on the 1st day of June, 2015.

APPROVED AS TO FORM:

Chris Frey
Director of Law

## EXHIBIT A: WAGE RATES

| Job Class | Effective | Rate |
|---|---|---|
| Mechanic Helper | 2015 | $20.85 |
| | 2016 | $21.27 |
| | 2017 | $21.70 |
| Mechanic | 1/1/2015 – 5/31/2015 | $25.24 |
| | 6/1/2015 – 12/31/2015 | $25.64 |
| | 2016 | $26.15 |
| | 2017 | $26.67 |
| Acting Foreman | 2015 | $26.64 |
| | 2016 | $27.15 |
| | 2017 | $27.67 |

## EXHIBIT B: DISCIPLINARY RULES, REGULATIONS AND POLICY

The Employer and the Employee Representative are of the opinion that the majority of employees prefer to have specific rules of conduct itemized, incorporated into, and made a part of this Agreement. For this reason, it is agreed by and between the parties hereto that the following acts will result in appropriate disciplinary action.

*Infractions of a Minor Nature:*

1. Absence without an authorized reason.
2. Tardiness without an authorized reason.
3. Loafing, neglect or failure to perform assigned duties.
4. Improper use of City property.
5. Failure to punch or improper punching of time cards.
6. Creating a condition hazardous to the individual or fellow employee.
7. Being on City property while under the influence of alcohol.
8. Repeated refusal to work overtime.

Any City employee committing any of the above offenses is open to:

1st Offense: Warning
2nd Offense: Warning and removal from overtime schedule
3rd Offense: 1 to 3 days suspension
4th Offense: Dismissal or suspension

*Infractions of a Major Nature:*

1. Habitual absenteeism.
2. Habitual tardiness.
3. Insubordination (willful disobedience of authority).
4. Fighting -brawling.
5. Bringing, having or consuming intoxicating beverages, or narcotics, in plant or on City property.
6. Walking off the job.
7. Gambling of any type.
8. Punching another employee's time card in or out.
9. Leaving the plant during working hours without permission.
10. Possession of firearms or any type of weapon on City property.
11. Theft.

Any City employee committing any of the above offenses is open to suspension or immediate dismissal.

The purpose of the rules is to insure all City employees safety and fairness in their cooperative effort, rather than to place restrictions on any one individual.

All minor and major infractions to be charged against an employee must be in writing and signed by the Superintendent of Motor Maintenance and Union Steward and by the employee being charged, with copies to each.

If not repeated within eighteen (18) months of last offense, all minor and major infractions must be removed from employee's file.

City of Euclid and Union must agree on the rules and regulations for each department under the jurisdiction of the representative union.

## EXHIBIT C: EQUIPMENT MECHANIC

Repairs and overhauls automobiles, buses, trucks and all City equipment. Examines vehicles/equipment and discusses with supervisor, nature and extent of damage or malfunction. Plans work procedure, using charts, technical manuals and experience. Raises vehicle/equipment using hydraulic jack or hoist to gain access to mechanical units bolted to underside of vehicle/equipment. Removes units such as engine, transmission, or differential, using wrenches and hoist. Disassembles unit and inspects parts for wear, using micrometers, calipers and thickness gages. Repairs or replaces parts such as pistons, rods, gears, valves and bearings using mechanics hand tools. Overhauls or replaces carburetors, blowers, generators, distributors, starters and pumps. Rebuilds parts such as crankshafts and cylinder blocks, using lathes, shapers, drill presses, and welding equipment. Rewires ignition system, lights and instrument panel. Relines and adjust brakes, aligns front ends, overhaul complete front ends, repair and replace damaged frame sections, springs and all truck body components. Repair and install new transmission components, differential components, clutch assemblies, power take-off assemblies. Repair and rebuild manual and power steering components. Repair and rebuild hydraulic and air brakes and components. Remove and overhaul all types of hydraulic cylinders on various types of refuse trucks, fire trucks and all other City equipment. Repair and install all car and truck body accessories such as lights, gauges, and all types of signal devices. Repair and weld cracks and install sections of vehicles worn or broken.

Tools: Each mechanic shall have a complete set of mechanic's tools expected of a journeyman mechanic. Mechanics tool inventory must be satisfactory to the superintendent of Motor Maintenance.

## EXHIBIT D: EQUIPMENT MECHANIC HELPER

The Mechanic Helper shall assist any other worker in the organization, either in the garage or on the road. He shall perform a variety of duties to assist a specific worker to whom he shall be assigned by the Mechanic Foreman.

He may learn a trade, but does so without agreement of the employer that such is the purpose of their relationship. Nothing here guarantees a promotion at any time.

He shall also perform the duties of laborer when required, and be responsible to the Mechanic Foreman.

***Typical Duties:***

Service vehicles by changing oil, lubricating, checking water level in radiator and batteries and other maintenance service. Performs various operating services such as pumping gas, checking oil, washing windows and checking tire pressure. Washes various vehicles and cleans interiors.

Make minor repairs and assist with motor tune-ups, and other repairs under the direction of a mechanic. Change tires, winterize vehicles, repair tires and put on chains as instructed.

Pick up vehicles for servicing and return vehicles after service is completed, may make minor repairs in the field.

## EXHIBIT E: ALCOHOL/CONTROLLED SUBSTANCES TESTING PROCEDURE FOR EMPLOYEES WHO POSSESS A CDL

### *I. PURPOSE*

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

### *II. DEFINITIONS*

1. ***Alcohol*** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

2. ***Alcohol concentration (or content)*** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

3. ***Alcohol use*** means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

4. ***Driver*** means any bargaining unit member who operates a commercial motor vehicle. For purposes of this definition, commercial motor vehicle means a motor vehicle or combination of motor vehicles used to transport passengers or property if the motor vehicle:
   1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
   2. Has a gross vehicle weight rating of 26,001 or more pounds; or
   3. Is designed to transport 16 or more passengers, including the driver; or
   4. If of any size and is used in the transportation of materials found to be hazardous for purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

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

5. ***Performing (a safety-sensitive function)*** means a driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

6. ***Refuse to submit (to an alcohol or controlled substances test)*** means that a driver:

1. Fails to provide adequate breath for alcohol testing as required in Part VI of the Procedure without a valid medical explanation, after he/she has received notice of the requirements for breath testing in accordance with the provisions of this part,
2. Fails to provide an adequate urine sample for controlled substances testing as required in Part VI of this Procedure without a genuine inability to provide a specimen (as determined by a medical evaluation), after he/she has received notice of the requirements for urine testing in accordance with the provisions of this part, or
3. Engages in conduct that clearly obstructs the testing process.

**7.** ***Safety-sensitive functions*** means the following:

**1.** All time waiting to be dispatched;
2. All time inspecting, servicing or conditioning any commercial motor vehicle;
3. All time driving a commercial motor vehicle;
4. All other time spent in or on any commercial motor vehicle;
5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded;
6. All time spent dealing with a commercial motor vehicle accident; and
7. All time repairing, obtaining assistance or remaining in attendance upon a disabled commercial motor vehicle.

**8.** ***Substance abuse professional*** means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, driver assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

## *III. NOTICE OF POLICY*

Each driver shall receive a copy of the City of Euclid's alcohol and drug policy for drivers who operate commercial motor vehicles. Such notice is for informational purposes only, and shall not be interpreted as modifying the terms of this Agreement. Each driver shall be required to sign a certificate of receipt that he/she has in fact received such policy. Any driver refusing to sign such certificate of receipt after receiving such policy shall be considered insubordinate and subject to discipline.

## *IV. PROHIBITION*

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

**1.** Reporting to or remaining on duty requiring the performance of a safety-sensitive function with an alcohol concentration of 0.04 or greater;

2. Possess alcohol, unless it is manifested and transported as part of a shipment, while on duty or operating a commercial motor vehicle;

3. Use alcohol while performing a safety-sensitive function;

4. Perform a safety-sensitive function within four (4) hours of using alcohol;

5. Use alcohol within eight (8) hours of an accident or until he/she undergoes a post-accident alcohol test when required by this policy;

6. Refuse to submit to any alcohol or controlled substance test required by this procedure;

7. Reporting to or remaining on duty requiring the performance of a safety-sensitive function when the driver uses a controlled substance. This prohibition does not apply to any controlled substance use pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Any driver using a controlled substance pursuant to physician instructions shall, prior to performing any safety-sensitive functions, submit to his/her supervisor a written statement from such physician indicating the substances used and that such substances do not adversely affect the drivers ability to safely operate a commercial motor vehicle.

8. Report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for a controlled substance.

## *V. TESTING*

### *1. Pre-Employment Testing.*

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

### *2. Post-Accident Testing.*

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

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

All drivers required to submit to Post–Accident testing shall remain readily available for such testing or will be deemed to have refused to submit to testing.

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

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

***3. Random Testing.***

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

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

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

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

***4. Reasonable Suspicion Testing.***

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

382.603. With respect to alcohol testing, such observations must be made just before, during or just after the performance of safety-sensitive functions. With respect to controlled substances testing, such observations may be made at any time.

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

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

1. An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or

2. Twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

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

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

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

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

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

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

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

### *I. Alcohol Testing.*

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

**1.** After the driver has successfully provided the breath sample, the BAT will show him/her the test result displayed on the EBT and record the required information on the form.

If the test result is less than 0.02, no further testing is necessary.

If the test result if0.02 or greater, the BAT shall instruct the driver not to eat, drink, belch, or put any object or substance into his/her mouth. The driver shall wait fifteen (15) minutes for a confirmation test. If the driver puts something into his/her mouth, or belches before the next test, the test will be given and the technician will note the fact on the form.

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

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

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

If the physician cannot make such a determination, the failure to provide an adequate breath sample shall be deemed a refusal to test.
In either case, the physician/medical review officer (MRO) shall provide a written statement to the Mayor's designee of the basis for the physician's conclusion.

*2. Drug Testing*

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

## *VII. NOTIFICATION OF RESULTS.*

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

## *VIII. CONSEQUENCES.*

If a driver has violated one (1) or more of the prohibitions of this procedure, he/she shall not perform safety-sensitive functions, including driving a commercial motor vehicle, except as provided herein. Removal from the performance of a safety-sensitive function shall not be subject to the Grievance and Arbitration procedure of this Agreement.

*1. Evaluation by a Substance Abuse Professional*

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

1. be advised by the employer of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substances abuse professionals and counseling and treatment programs; and

2. be evaluated by a substance abuse professional chosen by the City who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substances use.

*2. Returning to Duty*

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

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

1. shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed under this section, and

2. shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional, and consist of at least six tests in the first twelve (12) months following the driver's return to duty. The employer may direct the driver to undergo return-to-duty and follow-up testing for both alcohol and controlled substances, if the substance abuse professional determines that return-to-duty and follow-up testing for both alcohol and controlled substances is necessary for that particular driver. Follow-up testing shall not exceed sixty (60) months from the date of the driver's return to duty. The substance abuse professional may terminate the requirement for follow-up testing at any time after the first six (6) tests have been administered, if the substance abuse professional determines that such testing is no longer necessary. Any return-to-duty testing, substance abuse professional evaluation, and follow-up testing shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

*3. Costs*

The cost of the substance abuse professional's evaluation shall be the sole and complete responsibility of the driver.

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

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

A driver who refuses a Return-To-Duty test will not be returned to duty.

A driver who refuses a Post-Accident, Random, Reasonable Suspicion, or Follow-Up test will be treated as if he/she had a positive result.

***5. Discipline***

Any driver violating one (1) or more of the prohibitions of Part 4 hereof shall be suspended without pay until such time as he/she has completed any rehabilitation program prescribed by the substance abuse professional and to the satisfaction of the substance abuse professional.

Any driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be suspended without pay until the start of the driver's next regularly scheduled shift, but not less

than twenty-four (24) hours following administration of the test.

On the second occurrence of a driver's violation of one (1) or more of the prohibitions of Part 4 hereof, such driver shall be terminated.

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

## EXHIBIT F: MUTUALLY AGREED DISPUTE RESOLUTION

SECTION 1.

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

SECTION 2.

Within twenty-one (21) days or as soon thereafter as possible after ninety (90) days prior to the expiration date of this agreement, the parties shall meet at a mutually selected location to begin bargaining. Subsequent negotiating sessions will be convened by mutual agreement of the parties. Both sides shall be free to select their own representatives for purposes of bargaining and shall not be limited to employees of the City. Each team shall be represented by not more than six (6) representatives.

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

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

SECTION 3.

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

SECTION 4.

In the event no agreement on all issues has been reached or no agreement to extend the current contract has been reached prior to November 30, 2017, the City and Union will meet to select an Arbitrator. If the parties cannot agree on the selection of an Arbitrator, the City and the Union shall jointly notify the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), of their intent to submit the unresolved issues to it to be resolved through binding arbitration. That notice shall include a request that AAA or FMCS forward to the City and the Union a panel (list) of seven (7) individuals from which the Arbitrator can be selected.

SECTION 5.

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

SECTION 6.

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

SECTION7.

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

(a) Past collectively bargained agreements between the parties;

(b) Any currently existing collective bargaining agreements between the City and other bargaining units;

(c) Comparison of the issues submitted to binding arbitration relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved; .

(d) Comparability of treatment between the employees in the bargaining unit in question

and the City's employees doing work comparable to that performed by bargaining unit employees concerning the issues submitted to binding arbitration;

(e) The interests and welfare of the public, the ability of the Employee to finance the issues proposed, and the effect of the adjustments on the normal standard of public service;

(f) The lawful authority of the Employer;

(g) The stipulations of the parties; and

(h) Such other factors, not confined to those listed in this Section, which are normally or traditionally taken into consideration in the determination of the issues submitted to binding arbitration through voluntary collective bargaining, mediation, or other impasse resolution procedures in the public service or in private employment.

SECTION 8.

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

SECTION 9.

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

SECTION 10.

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

(094-15)

Resolution No. **83-2015**

By – Mayor Cervenik

A resolution authorizing the Mayor of the City of Euclid to execute an Agreement by and between the City of Euclid and the International Association of Machinists and Aerospace Workers, Local 1363, as exclusive bargaining agent for Mechanic and Mechanic Helpers in the Department of Motor Maintenance, to be effective January 1, 2015 through December 31, 2017.

WHEREAS, pursuant to Ohio Revised Code Chapter 4117, negotiations were held between the City of Euclid and the International Association of Machinists and Aerospace Workers, Local 1363 to determine equitable compensation, benefits, working hours, and other employment matters for Mechanics and Mechanic Helpers in the Department of Motor Maintenance; and

WHEREAS, the terms of the new contract include a one and one-half percent (1½%) hourly rate increase for the period of January 1, 2015, through December 31, 2015 with two $.40 per hour equity adjustments for the Mechanics classification; a two percent (2%) increase effective January 1, 2016; and a two percent (2%) increase effective January 1, 2017; and

WHEREAS, the tool allowances for Mechanics classification will be increased to $1400 for 2015, $1500 for 2016, and $1600 for 2017; and

WHEREAS, employee will participate in the comprehensive health care and wellness plan with employee premiums effective April 1, 2015;

WHEREAS, the terms and conditions of the Agreement have been ratified by the members of the collective bargaining unit.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: That the Mayor of the City of Euclid be, and he is hereby authorized, empowered and directed to execute an Agreement by and between the City of Euclid and the International Association of Machinists and Aerospace Workers, Local 1363, as exclusive bargaining agent for Mechanics and Mechanic Helpers in the Department of Motor Maintenance, effective January 1, 2015 through December 31, 2017.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this resolution shall take immediate effect.

Attest:

Clerk of Council

Passed: June 1, 2015

President of Council

Approved: June 1, 2015

Mayor

MEMORANDUM OF AGREEMENT

LOCAL 1363, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPCE WORKERS, AFL-CIO

AND

CITY OF EUCLID, DEPARTMENT OF MOTOR MAINTENANCE

WHEREAS, the Union and the City have mutually agreed that Article 19 may be reopened and the parties will negotiate over alternative plans for Dental and Vision coverage for employees in the union and employed in the Department of Motor Maintenance should the union present IAM sponsored plans that provide cost effective alternatives for 2016 and 2017.

For the Union:

Thomas S. Verdi

Date:

For the City:

Chris Frey

Date: 12-22-15