



City of  
Cuyahoga Falls, Ohio  
Finance Department

Official City Contract #

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## AGREEMENT

between

THE CITY OF CUYAHOGA FALLS, OHIO

and

LOCAL NO. 399

UTILITY WORKER'S UNION OF AMERICA

AFL-CIO

Effective July 1, 2015 through June 30, 2018

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## **Preamble**

The following Agreement between the City and Local 399 is recorded in written form to meet the requirement set forth in Section 4117.09 (A) of the Ohio Revised Code, which requires the execution of a written contract incorporating any agreement reached. This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between Local 399 and the City and to encourage more efficient and progressive service in the public interest.

## **Article 1. Purpose**

The objectives of this Agreement are as follows:

1. To achieve and maintain a satisfactory and stabilized employer-employee relationship and improved work performance.
2. To attract and retain qualified employees.
3. To provide an opportunity for Local 399 and the City to negotiate over wages, hours and conditions of employment, as provided herein. It being understood that this Agreement pertains only to classifications within the bargaining unit defined herein.

## **Article 2. Recognition of Cuyahoga Falls Utility Worker's Union Local 399**

Local 399, Utility Workers Union of America, AFL-CIO, is hereby recognized as sole and exclusive bargaining agent and representative for the purpose of collective bargaining for the unit consisting of City employees having Classifications and Titles in "Appendix A", attached hereto, and excluding elected and appointed officials; supervisory employees; part-time employees; employees represented by other recognized bargaining units; and all other employees covered by any of the exemptions stated in R.C. 4117.01(C).

The parties agree and will cooperate with each other to remove the position of Stockkeeper/Buyer out of this bargaining unit, provided that, when filling a vacancy in the position of Stockkeeper/Buyer, bargaining unit members shall be given the opportunity to bid on the position before the City opens up the selection process to persons outside the bargaining unit. Nothing contained herein shall be construed as limiting any rights the City may have in the selection process for the position of Stockkeeper/Buyer, whether by the terms of this collective bargaining agreement or by civil service law. The parties further agree and will cooperate with each other to transfer into this bargaining unit the position of Public Utilities Dispatcher, which is currently recognized by the City's AFSCME bargaining unit.

Within six months of the execution of this contract, the job descriptions found in Appendix A will be reviewed and updated as necessary.

### **Article 3. Subject Matter of Negotiations**

1. Wages and fringe benefits
2. Hours of work
3. Working conditions
4. Terms and condition of employment
5. During the term of this Agreement, a committee existing of two (2) members of the negotiating teams for the City and Local 399 shall meet to formulate position descriptions for each classification included in the bargaining unit. Said position descriptions shall be written so as to reflect current policies and practices with the Electric Department regarding such classifications and upon completion they shall be attached as "Appendix A" to this Agreement.

It is further mutually agreed between Local 399 and the City the following subjects are the sole responsibility of the City and thereby excluded from bargaining.

1. Procedure in which the work is to be performed.
2. The tools, machines and equipment necessary to perform the work.
3. Appropriation of money funds for the department.
4. The organization structure of the department.
5. Selection of supervisors and promotions.
6. The need for overtime work, or the need for increasing or decreasing the compliment of employees.
7. Employment standards and the selection of new employees.
8. Methods to maintain and improve the efficiency and effectiveness of the department's operations.

It is further mutually agreed between Local 399 and the City that except as otherwise specifically agreed upon herein, all provisions of this Agreement are subject to the Civil Service Rules and Regulations of the Civil Service Commission of Cuyahoga Falls, Ohio.

Local 399 and the City acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Local 399, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter

referred to, or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. However, by written mutual consent of Local 399 and the City, the covenants of this paragraph may be waived for negotiations on the Article or subject contained herein.

#### **Article 4. Management Responsibilities**

SECTION 1. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any City official, or in any way abridging or reducing such authority, but this Agreement shall be construed as requiring said City officials to follow the procedures and policies herein prescribed to the extent they are applicable in the exercise of the authority conferred upon them by law.

SECTION 2. Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted under laws of the State of Ohio or the Charter of the City of Cuyahoga Falls. These rights, powers and authority include, but are not limited to the following:

1. Determine matters of inherent managerial policy, which include, but are not limited to, areas or discretion or policy, such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of City operations;
4. Determine the overall methods, process, means or personnel by which the City's operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the City as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the City as a governmental unit.

#### **Article 5. Policy/Work Rule Changes**

Although the City reserves the right to establish and/or change existing work rules and policies not in direct conflict with provisions of this Agreement, the City agrees that ten (10) working days prior to enforcing such work rules and/or policies a copy of such work rules and/or policies shall be provided to Local 399 President.

Within three (3) working days of receipt of such work rule(s) and/or policy(ies) Local 399 President and Chief Steward may request to meet and confer with the Electric Department Superintendent or his designee, and the Assistant Superintendent to provide input regarding any such work rule or policy prior to its implementation.

#### **Article 6. Rights of Employees**

It is agreed that any employee, except those excluded herein, have the right to join Local 399 for mutual aid or protection and bargain collectively. Employees also have the right to refrain from being a member of Local 399. Local 399, UWUA shall not indulge in restrictions or practices, including sexual harassment, which deny membership because of race, sex, color, creed, or national origin and shall be free of corrupt influences. There shall be no discrimination among employees by virtue of participation or non-participation in Local 399 affairs.

The parties agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, handicap, race, religion, national origin or due to sexual harassment. An employee may work out of his classification according to the provisions as established under the "Working Assignments" section of this Agreement. Employees shall have the right upon request to inspect their personnel file at reasonable times once during each six (6) month period. Further, each employee shall have the right to receive a copy of any document placed in his/her personnel file.

#### **Article 7. Local 399 Security**

Local 399 is authorized one (1) Steward who shall be selected by Local 399. The Steward's name shall be furnished to the City by Local 399 and when he is absent from work or is a grievant in a dispute, the President or the Secretary of Local 399 shall have the same privileges as the Steward. The Steward is permitted to leave his work to represent a member at a grievance hearing on request by the member. The Steward is permitted one (1) hour per grievance with a maximum of two (2) hours per week to investigate and process grievances. Local 399 business other than a grievance shall be conducted in such a manner as not to interfere with the work assignment of the Steward or the work assignment of any other employee. A witness to the incident involving the alleged grievance may, upon request, accompany the Union Steward to a grievance hearing.

#### **Article 8. Payroll Deduction of Dues and Fair Share Fee**

A. Membership in Local 399 shall be voluntary. However, all current, permanent part time and full time regular employees who are in bargaining unit

jobs, who are not members or drop their membership shall pay a fair share fee to Local 399, as authorized by Ohio Statute (ORC 4117); beginning sixty (60) consecutive calendar days from their date of hire.

B. The City shall notify each new employee, at the time of their hire of their right to join Local 399, or their obligation as a condition of employment to payment of their fair share fee, as indicated above, and to provide such employee with an authorization card as provided by Local 399.

C. The City agrees to deduct initiation fees, assessments and dues once each month from the pay of bargaining unit members who have authorized same, in accordance with current practice. However, the City will make only one change in the deduction of dues, fees, and assessments per calendar year.

D. The fair share fee amount shall be certified to the City by the Treasurer of the Local Union. The deduction of the fair share fee from earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. An alphabetical listing of all names of employees who are being deducted fair share fee shall be compiled by the Employer and such list shall be given to the Treasurer of the Local Union each month.

E. Payment to Local 399 of fair share fees shall be made in accordance with regular dues deductions as provided in Article 8 of this Agreement.

F. Local 399 shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by an employee against the City in connection with the City's implementation of this Article.

#### **Article 9. Savings Clause**

If any Article or section of this Agreement or any addendum thereto should be held invalid by operation of law, the remainder of this Agreement and addendum shall not be affected and shall remain in full force and effect for the contract term.

Should any Article of this Agreement be held invalid or inoperable by a court or tribunal of last resort, the City and Local 399 will meet within thirty (30) days of the determination to negotiate a lawful modification or substitute provision.

#### **Article 10. Visitation of Union Officials**

A. Accredited representatives of Local 399 may have reasonable access to the working areas of its members at reasonable times during working hours upon prior notice to and approval of the Department Head or in his absence, the Assistant Superintendent, and such approval shall not be unreasonably withheld. Local 399 will endeavor to schedule such visits during time periods when they would be least disruptive of work to be performed.

B. Delegates or alternates elected by the Union shall, unless their absence cannot be excused due to an emergency declared by the Director of Public Service, be granted paid time off to perform their union functions such as attendance at Union conventions and State UWUA meetings. This section shall not obligate the City to grant more than a total of thirty-two (32) hours of paid time off to the bargaining unit as a whole in each calendar year to be divided among bargaining officials as the bargaining unit sees fit. However the Director of Public Service may, at her sole discretion, grant additional time off, which additional time off shall be without pay. Union officials shall request union use days at least two (2) weeks in advance of their occurrence.

#### **Article 11. Bulletin Boards**

The City shall furnish for Local 399 one bulletin board located at the Electric Department Building which shall be used for the following notices:

- A. Recreational and Social Affairs of Local 399;
- B. Local 399 meetings;
- C. Local 399 elections;
- D. Reports of Local 399 Committees;
- E. Rulings or policies of the National Union.

None of the foregoing notices shall contain anything political, controversial, or anything reflecting upon the City, any of its employees, or any labor organization among its employees. Any violation of this section by Local 399 shall entitle the City to cancel the provisions of this section and the use of the bulletin board by Local 399. However, prior to invoking the cancellation provision of this section, the City shall notify Local 399 and attempt to resolve any problem involving non-permissible use of said bulletin board.

#### **Article 12. City Security/No Lockout**

SECTION 1. Local 399 and the City agree that the public interest requires the efficient and uninterrupted performance of Electric Department services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Local 399 agrees it will not cause, encourage, participate in or support any strike or picketing against the City or any slowdown or other interruption of or interference with the normal routine.

SECTION 2. The City agrees that it will not lock out employees.

### **Article 13. Waiver in Case of Emergency**

In cases of circumstances beyond the control of the City, such as an act of God, riot, flood, civil disorder and other similar acts, but excluding strikes and other similar work stoppage acts on the part of other City employees and being deputized as law enforcement officers, the following conditions of this Agreement shall be automatically suspended without recourse from Local 399 upon declaration of said emergency by the Mayor:

1. Time limits for the City's replies on grievances.
2. Limitations on distribution for work assignments.
3. Limitations on distribution of overtime.

The City reserves the right, during any such emergency, to assign employees to work without regard to their employment classifications provided they are qualified.

### **Article 14. Weather Clause**

1. This Clause will be applicable with respect to employees in the Line and Substation/Meter Sections, whose work assignments, at the time in question, is outside.

2. This Clause will be applicable with respect to weather conditions created by rain, snow, temperature, and wind velocity.

3. Rain, except as otherwise provided in this paragraph, shall be considered inclement for all outside work. During periods of light rain, the following kinds of work can be performed as long as energized conductors are not involved:

- A. unloading deliveries of material and equipment;
- B. patrolling lines;
- C. other work as mutually agreed to by the Labor Management Committee.

4. Snow, except as otherwise provided in this paragraph, shall be considered inclement for all outside work. The following kinds of work can be performed in light snow:

- A. unloading deliveries of material and equipment;
- B. digging holes, setting and pulling poles;
- C. installing, removing, energizing and de-energizing transformers and primaries so long as such work is of short duration (not to exceed fifteen {15} minutes) and necessary for other assigned work to continue on de-energized primaries.
- D. work on energized secondaries of 600 volts or less;

- E. other work as mutually agreed to by the Labor Management Committee.
- F. In the event of a dispute over either the rate of snowfall or whether a safety hazard exists due to the rate of snowfall, the crew foreman shall decide the matter and, except as provided below, his decision shall prevail at the job site. If a reasonable dispute arises among a majority of the crew over the foreman's judgment regarding whether a safety hazard exists, the union may request a second opinion. Upon making such a request, the Superintendent or Assistant Superintendent shall, within twenty (20) minutes of the request, visit the worksite before aerial work continues and decide the matter and his decision shall be final.

5. If the temperature at the Electric Service Building is less than ten (10) degrees Fahrenheit, crews will not be sent out. When the temperature is ten (10) degrees Fahrenheit or more, the employees, when so directed, will proceed to the job site. If, at the job site there is a difference of opinion as to the clemency of the weather, in regard to working "in the air", the supervisor shall contact the Electric Service Building to determine the temperature and wind velocity.

6. The City shall continue to maintain, at the Electric Service Building, a recording thermometer and wind velocity instrument. A reported reading of an anemometer which may subsequently be determined to have been erroneous by two (2) miles per hour shall be deemed to have been correct.

7. Work "in the air" may be required if the weather recorded at the Electric Service Building meets the standards of the following:

Temperature	Wind MPH average of previous 2 hour
10	9 or less
11	10 or less
12	11 or less
13	13 or less
14	16 or less
15	20 or less

Over fifteen (15) degrees with more than twenty (20) MPH wind, specific weather conditions present will govern. In case of a dispute, the procedure set forth in Section 4 will be used to resolve the dispute.

- A. The above conditions do not apply in cases of emergency.
- B. Emergency, an unforeseen situation causing disruption of service or danger to life, health, or safety of any person or damage to property.

- C. Adequate shelter shall be provided by the City for emergency work to be performed in inclement weather for underground work.
- 8. The City will make a reasonable effort to provide inside work when weather is inclement.
- 9. Substation Electrician/Metermen will not be required to work on outside energized primary meters during periods of inclement weather.
- 10. Workers shall be permitted one-half (1/2) hour to return home to change into dry clothing after working under provisions listed in 3 and 4 if, in the foreman's opinion, such a change of clothing is necessary to prevent a safety hazard. However, if the need to change clothing was caused by the Worker's neglect to wear appropriate rain gear provided by the City, then the employee shall not be paid for the one-half (1/2) hour change time.

**Article 15. Trouble Duty**

- A. An employee assigned to Trouble Duty is on stand-by and is required to be immediately available for assignments. Trouble Duty will be compensated as follows:
  - 1. Each employee assigned to Trouble Duty shall be paid three (3) hours at his regular rate of pay per night for each 4:00 p.m. to 7:30 a.m. period assigned, Monday through Friday, and will also be paid one and one-half (1 1/2) times his rate for each call he is on.
  - 2. Each employee assigned to Trouble Duty shall be paid ten (10) hours at his regular rate of pay for each period of 7:30 a.m. Saturday to 7:30 a.m. Sunday assigned, and will also be paid one and one-half (1 1/2) times his rate for each call he is on.
  - 3. Each employee assigned to Trouble Duty shall be paid ten (10) hours at his regular rate of pay for each period of 7:30 a.m. Sunday to 7:30 a.m. Monday assigned, and will also be paid one and one-half (1 1/2) times his rate for each call he is on.
  - 4. Each employee assigned to Trouble Duty on a holiday will be paid his normal holiday pay, and in addition will be paid eight (8) hours at his regular rate of pay, and will also be paid one and one-half (1 1/2) times his rate for each call he is on.

B. After an employee advances to Class B Lineman and in the opinion of management is qualified to assume Trouble Duty, or upon becoming an A Lineman, employees will be required to assume Trouble Duty until such time as they have completed and accumulated fifty-two (52) weeks of such duty. After said fifty-two (52) weeks of Trouble Duty has been completed, an employee may request to be relieved of such duty and said request shall be granted so long as a minimum of eight (8) qualified A Linemen remain on the Trouble Duty list. Request for relief from such duty shall be granted on the basis of seniority.

C. Trouble Duty is a mandatory condition of employment. Trouble Duty will be assigned annually in advance, in one-week increments. An employee assigned to Trouble Duty has the option of trading or giving Trouble Duty to another qualified, willing employee, provided that:

1. Trading or giving of Trouble Duty will only be in increments of one tour of trouble duty (as defined in Sections (A)(1) through (A)(4) above) or more,
2. Trading or giving of Trouble Duty tours will be reported by the trading or giving employee to the Assistant Superintendent-Operations or his designee before noon on the day prior to the date the trade is to commence, and
3. An employee who has not been relieved of Trouble Duty Pursuant to Section B above shall not trade or give more than fifty percent (50%) of his Trouble Duty assignments to any other employee during any calendar year.

Trouble Duty compensation will be paid to the employee actually undertaking the duty. An employee accepting a tour of Trouble Duty from another employee must notify the Assistant Superintendent, Department Secretary and Police Department Dispatch, prior to commencement of the trade.

D. An employee on Trouble Duty shall ascertain whether one or more additional Linemen, Substation or Meter employees are required for safety or because of the nature of the call. If additional Linemen, Substation or Meter employees are necessary, the employee on Trouble Duty shall be responsible for the Call-Out of additional Linemen, Substation or Meter employees necessary for the job, and shall make Call-Outs using the Equalization schedules established under

Article 21. If a trouble call requires work on facilities carrying Primary voltages, the employee on Trouble Duty shall additionally ensure that a Foreman is present on the job site before work begins (except as necessary to de-energize any equipment creating a hazardous condition), and is responsible for Call-Out of a Foreman. If no Foreman is available, the Assistant Superintendent or Superintendent will be called, one of whom shall either serve as Foreman or appoint one of the responding employees as Foreman for the job. The City may reassign responsibility for Call-Outs if this procedure proves unsatisfactory.

E. If an employee assigned to Trouble Duty is sick or is otherwise, through no fault of his own, unable to undertake or continue scheduled Trouble Duty, the City will offer Trouble Duty to qualified employees who volunteer, in order of seniority. If there are insufficient volunteers, the City shall require qualified employees to accept Trouble Duty, in reverse order of seniority. An employee accepting Trouble Duty of another employee during a tour of Trouble Duty that has already commenced will be paid two (2) hours of time at the employee's straight time rate and will be paid the prorated portion of the Trouble Duty stand-by pay that would otherwise be paid to the employee originally assigned to Trouble Duty. An employee relieved of Trouble Duty under this section will be permitted to return to Trouble Duty during the same tour of duty.

F. Any employee assigned to Trouble Duty, upon returning the "trouble truck" to the Electric Department, pursuant to Article 15 of the contract, at 7:30 a.m. on a holiday shall be allotted 15 minutes of pay to remove equipment, whether personal or City owned. In the event the transfer takes longer than 15 minutes, no employee shall receive compensation for more than 15 minutes of pay for transfer of equipment from the "trouble truck", unless previously authorized by a supervisor.

G. Employees in the UWUA bargaining unit shall be permitted to take the trouble truck home, as long as they live within 7.25 miles of the Service Complex located at 2550 Bailey Road, Cuyahoga Falls, Ohio 44221, or with permission of the Superintendent of Electric or his designee.

#### **Article 16. Labor-Management Committee/Accident Investigation & Safety**

A. LABOR-MANAGEMENT COMMITTEE. In the interest of sound relations, a joint committee of no less than six (6) nor more than eight (8) members, half of whom shall be from the City and half of whom shall be from Local 399, shall convene on the first Tuesday of each quarter beginning in January of each calendar year for the purpose of discussing subjects of mutual concern. It shall be the express purpose of

this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Either the City or Local 399 may request that a representative of the Finance Department and/or Law Department participate in a scheduled Labor-Management Committee meeting. Not less than twenty-four hours before the scheduled meeting, either the City or the Union may serve the other with a proposed agenda of items to be discussed at the meeting. If neither the City nor the Union propose an agenda not less than twenty-four hours before the scheduled meeting, the meeting shall be cancelled.

B. ACCIDENT INVESTIGATION AND SAFETY. The Employer and the Union agree to cooperate in placing in effect and maintaining safety rules and practices, the purpose of which is to seek to eliminate hazard(s) and insure safe working conditions.

An accident investigation committee, consisting of two (2) members designated by the Union and two (2) members designated by the Employer and the Service Director or his designated representative, shall be established to promptly investigate all serious accidents and fatalities.

This committee shall provide a written report on the cause of the accident or fatality and recommendations on how such accidents and fatalities can be prevented in the future.

#### **Article 17. Working Assignments/Satisfactory Progression**

A. WORKING ASSIGNMENTS. Assignments to the lead position on the Daytime Trouble Truck (#740) and the lead position on the Streetlight Maintenance Truck (#742) shall be made, in order of seniority, to qualified employees, subject to satisfactory performance. Vacancies of one week (five (5) working days) or less in either of these positions may be filled with available qualified employees without regard to seniority.

Assignments to the lead position on the Meter Truck (#721) and the lead position on the Sub Test Truck (#723) shall be made, in order of Seniority, to qualified employees, subject to satisfactory performance. Vacancies of one week (five [5] working days) or less in either of these positions may be filled with available qualified employees without regard to seniority.

When a temporary vacancy in a Foreman position is to be filled, it shall be offered to qualified employees in order of seniority. Vacancies of one week (five (5) working days) or less in duration will be offered to the senior qualified employee on the crew where the vacancy exists. Vacancies of more than one week will be offered to all qualified employees in order of seniority. An employee who is temporarily filling the Foreman position shall receive a seven percent (7%) increase in his hourly rate of pay while working in that classification; and if emergency

situations or overtime result while in the higher classification he will be entitled to all the rights, privileges and benefits accorded to that position.

Supervisory personnel shall not perform work of the bargaining unit unless the employees are unavailable to perform said work or in a case of emergency as determined by the work situation that requires immediate attention. However, notwithstanding this section, supervisors can open and close buildings, and supervisors can perform bargaining unit work if no bargaining unit member is available at the worksite and the work can be completed in thirty (30) minutes or less. In the event of a violation of this article, then the bargaining unit member who would have been scheduled to work shall be paid at the rate which he would normally have been paid had he performed the work.

Non-supervisory, non-bargaining unit personnel shall not be regularly assigned to perform bargaining unit work except that such employees may perform bargaining unit work in emergencies to protect life, limb or property and, to the extent consistent with past practice, in non-emergency situations.

For purposes of this section, "bargaining unit work" shall not include work historically performed by supervisors or by other non-bargaining unit personnel.

Employees covered by this Agreement shall not be required to rubber glove voltages that exceed 4,160 volts phase to phase, unless or until the City has furnished the proper equipment, technology, procedures and training that enhance the safety of rubber gloving said voltages.

The crew foreman shall decide the matter of gloving or sticking (except as otherwise provided below), and his decision shall prevail at the job site. If a reasonable dispute arises among a majority of the crew over the foreman's judgment regarding whether a safety hazard exists, the crew may request a second opinion. Upon making such a request, the Superintendent, Assistant Superintendent, or General Foreman shall visit the worksite before work continues and decide the matter and his decision shall be final.

The former proficiency and hazard pay has been added to the base pay and is reflected in the hourly amounts in Article 31.

B. SATISFACTORY PROGRESSION. Any employee hired or transferred into the Electrical Department on or after July 1, 1993, who fails to progress satisfactorily through career ladder pay ranges shall be subject to dismissal. Failure to progress satisfactorily shall mean (for the purpose of this section) failure to advance in pay range for a period of time amounting to three (3) times the time normally required for such progression within each job classification.

In the event an employee fails to progress through his or her career ladder pay ranges, the City and the Union shall meet and confer and provide said employee with specific notice of any areas of deficient performance. At said meeting the City shall further set specific job performance goals and objectives to be accomplished

within the following year and the Union and City shall meet thereafter not less than quarterly to determine progress made in meeting said goals and objectives.

C. COMMERCIAL DRIVERS LICENSE. Any employee required to obtain and maintain a Commercial Drivers License in the course of their employment with the City will be eligible for bi-annual physicals made available and paid for by the City through a facility chosen by the City. Any employee who elects not to participate in these physicals shall be responsible for obtaining the physical examination at his own expense. This section is no longer effective as of January 1, 2011.

#### **Article 18. Grievance/Arbitration**

A grievance is any dispute between the City and Local 399, or an employee or group of employees regarding the interpretation, application or violation of any terms or provisions of this Agreement, excluding those terms or provisions or any part thereof governed by charter or those matters under the jurisdiction of the Civil Service Commission. When a number of days is stated herein, it shall mean normal working days excluding Saturdays, Sundays, and holidays.

STEP 1. An employee shall attempt to resolve any grievance with his immediate supervisor before proceeding with the subsequent steps for a grievance procedure. A grievance must be presented orally to the employee's immediate supervisor within two (2) working days after it has become known to the employee. The employee may be accompanied by a duly authorized Local 399 steward. The immediate supervisor will reply orally within two (2) working days after it has been presented to him. If the employee does not invoke Step 2 of this procedure within two (2) working days after the supervisor's reply on Step 1, said grievance shall be considered satisfactorily resolved.

STEP 2. If the grievance is not resolved at Step 1 it shall, within the next two (2) working days be reduced to writing and presented to his immediate supervisor and Assistant Superintendent. Within five (5) working days thereafter, the supervisors shall furnish the employee and Local 399 a written answer to the grievance. If the employee does not evoke Step 3 of this procedure within five (5) working days after the herein required answer, said alleged grievance shall be considered satisfactorily resolved.

STEP 3. If the grievance is not resolved at the second step, the employee shall have the right to appeal in writing within five (5) working days after receipt of the supervisor's written answer to the grievance, to the department head. The department head may individually confer with the supervisor, Assistant Superintendent and the employee, who must be accompanied by his Local 399 steward before making a determination in the matter. Such decision shall be reduced to writing by the department head and submitted to the employee and Local 399

within five (5) working days from his conference with the employee, but in no event longer than five (5) working days from his receipt of appeal to the department head.

STEP 4. The employee may appeal in writing within three (3) working days after receipt of the written decision in Step 3 to the Service Director or his designated agent who will set up a meeting with the City and the employee and Local 399 steward within five (5) working days. The Service Director or his agent will notify the employee, Local 399 and the City of his decision in writing within five (5) working days from hearing the appeal. If the employee does not invoke Step 5 of this procedure within seven (7) working days after the herein required answer of the Service Director, or his designated agent, said alleged grievance shall be considered satisfactorily resolved.

STEP 5. The employee may appeal further in writing within seven (7) working days to the Mayor or his representative who may confer with the employee, Local 399 and the City of his decision in writing within seven (7) working days from receipt of the appeal.

ARBITRATION. Upon written request within ten (10) days following the decision rendered at Step 5 above, or within ten (10) days following the date upon which said decision was due, the union may request arbitration.

The parties shall attempt to select a local arbitrator by mutual agreement. If they are unable to do so within one (1) week of the arbitration request, then they shall request a list of five (5) arbitrators from the U.S. Department of Labor, Federal Mediation and Conciliation Service. Upon receipt of such names, the parties shall immediately meet and select an Arbitrator whose decision on the grievance shall be final and binding.

The single Arbitrator shall be selected by the parties by alternately striking the names of one person until a single Arbitrator remains. The first strike will be taken after the toss of a coin, the Arbitrator selected so notified.

An arbitration hearing will be convened within thirty (30) days of the date upon which the Arbitrator is notified or at such time as the Arbitrator selected shall be available. The Arbitrator's final decision shall be rendered within thirty (30) days after the conclusion of such hearing.

The parties shall share the cost of Arbitrator. The attendance of a court reporter if such is requested by either party shall be paid by the party requesting same.

The Arbitrator's decision shall be strictly confined to interpretation of the Agreement and the Arbitrator shall have no authority to add to, change, or modify this Agreement. The decision shall be issued in writing pursuant to FMCS rules. This decision shall be final, conclusive and binding on the Union, the City, and the grievant(s).

This grievance procedure is the exclusive method of settling or adjudicating disputes within its scope and, as to such matter, supersedes any and all civil service and court procedures which otherwise might be available.

#### **Article 19. Disciplinary Procedure**

A. The City will not suspend any full-time non-probationary employee without pay for more than three (3) days, discharge an employee, or implement a disciplinary reduction in pay or position without just cause.

B. When it is determined that it is more likely than not that an employee is going to be reduced in pay, suspended or discharged for disciplinary reasons, then before any further investigation into the matter the employee's union steward shall be notified. During any such investigation, however, employees are required to answer questions of management and to answer such questions truthfully unless it becomes evident during the course of said investigation that a criminal offense has been committed and that the City intends to criminally prosecute said employee in which case the employee may assert his constitutional right against self incrimination. For the purpose of this section, "criminal offense" means a violation of federal, state or local criminal codes which carry a penalty of incarceration for any period of time.

C. Copies of written disciplinary actions shall be furnished to the Local 399 President within twenty-four (24) hours.

D. The right to enforce this article in the contractual grievance procedure shall be in lieu of and shall supersede the right which otherwise would exist to pursue disciplinary matters through civil service or court procedures.

E. The City agrees to practice progressive corrective discipline except in cases where corrective progressive discipline cannot or should not be expected.

F. In the event an employee receives a disciplinary suspension of three (3) days or less, the Local 399 President or his designate and the affected employee may, within three (3) days of receipt of the order of suspension, request to meet and confer with the Service Director or his designate and Superintendent, or his designate, or Assistant Superintendent of the Electric Department. The purpose of this meeting is to permit the affected employees to explain his alleged misconduct and/or offer evidence in mitigation of such conduct.

#### **G. Vehicle Accident Policy**

The City's Comprehensive Vehicle Policy adopted February 16, 2010, and as may be amended from time to time thereafter, is incorporated into this agreement as if fully re-written herein. In the event of a conflict between any provision of this Agreement and any provision of the Comprehensive Vehicle Policy, the provisions

of the Policy shall control, except that the procedure for imposing any discipline upon a bargaining unit member shall remain as provided for herein.

H. No offense occurring more than two (2) years prior to the latest offense shall be used in determining the degree of discipline under this Article.

#### **Article 20. Tour of Duty**

"Tour of Duty", with the exception of shift employees, the normal working day will be between the hours of 7:30 a.m. and 4:00 p.m. from Monday through Friday of any week. The normal work week shall consist of forty (40) hours.

#### **Article 21. Overtime, Compensatory Time, and Call-Out Pay**

A. "Overtime Work" shall mean either of the following:

1. hours or fractions thereof which are worked by an employee in excess of his normal eight (8) hour "tour of duty" or shift, before starting his regular tour of duty or shift or after completing his regular tour of duty or shift.
2. hours or fractions thereof which are worked by an employee when called to work outside his normal eight (8) hour work day, which result in the employee a) working more than eight (8) hours on a day that he is normally scheduled to work or, b) working any time on a day that he is not scheduled to work.

B. Except as provided in sections C and M below, overtime work shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of compensation.

C. Subject to Department Head approval, upon request of the employee, compensation for overtime work may be paid in compensatory time off at the rate of one and one half (1½) hours per each hour of overtime worked. No member of the bargaining unit shall be permitted to accumulate compensatory time off in excess of one hundred (100) hours. Any overtime worked after the maximum compensatory time accumulation shall be paid in accordance with section B. Requests for compensatory time off in lieu of monetary compensation for overtime work shall be made in writing no later than the end of the pay period during which the overtime was accumulated.

- D. "Call-Out, "Called-Out," and "Call-Out Duty" means a request by management to an employee 1) to respond to work before commencement of the employee's regular tour of duty or shift, 2) to return to work after completing a regular tour of duty and leaving the work site, or 3) to respond to work on a day when the employee is not scheduled to work. Scheduled overtime work shall not be considered or included in "Call-Out, "Called-Out," and "Call-Out Duty."
- E. "Call-Out Overtime" means compensation paid to an employee for responding to a Call-Out and working outside the employee's regular tour of duty or shift. Call-Out Overtime shall be paid at the rate specified in section B.
- F. "Portal-to-Start Time" means the time span between the time an employee receives a Call-Out to respond to work outside the employee's regular tour of duty or shift, and the time he clocks in ready to work.
- G. If an employee is called out to work more than one hour before his regular tour of duty or shift, Call-Out Overtime shall be paid for time actually worked outside of his regular tour of duty or shift, and for Portal-to-Start time, but not less than an amount equal to two (2) hours of time at the employee's straight time rate (hereinafter "Call-Out Minimum").
- H. An employee called out to work less than one hour before commencement of the employee's regular tour of duty or shift shall not receive Call-Out Minimum, but will receive Portal-to-Start time and be eligible for overtime under sections A and B above.
- I. If an employee is Called-Out to work more than one hour before his regular tour of duty or shift, but does not clock in ready to work within thirty (30) minutes of the call, Portal-to-Start time shall not be included in the employee's Call-Out Overtime. (The employee remains eligible for Call-Out Minimum).
- J. If an employee is Called-Out to work more than one hour before his regular tour of duty or shift, and clocks in ready to work within thirty (30) minutes of the call, he shall be paid for two (2) hours of work at his straight time rate, over and above his compensation for Call-Out Overtime.

- K. Call-Out Overtime shall not be paid to an employee receiving compensation for being on Trouble Duty.
- L. Acceptance of Call-Out Duty is a mandatory condition of employment. Persistent failure to accept Call-Out Duty assignments will be subject to discipline. The City shall endeavor to equitably distribute Call-Outs among qualified employees in accordance with Section N below. If there is an insufficient response, the City shall require qualified employees who are reasonably capable to accept Call-Out Duty assignments, in reverse order of seniority, by classification, within Section.
- M. An employee who works in excess of sixteen (16) continuous hours, or in excess of sixteen (16) hours out of the preceding twenty-four (24) hours, without at least eight (8) continuous hours off, may be required to cease work and take a rest period of eight (8) continuous hours. For all hours worked in excess of those sixteen (16) hours, an employee will be paid two (2) times his regular straight time rate. An employee will be paid his regular straight time rate for the time any rest period falls within his regularly scheduled work hours and will report for duty at the conclusion of the rest period if the rest period expires during his regularly scheduled hours.
- N. The Union and the City agree that each employee shall have a fair opportunity to work overtime hours to the extent such assignments exist, and no employee should be excessively burdened with overtime or Call-Out Duty assignments. (hereinafter "Equalization"). Under Equalization, overtime opportunities offered and worked will be recorded, and offers of overtime assignments will be made in a manner that allows employees with the least amount of recorded overtime to have the first opportunity for subsequent overtime assignments. Overtime will be recorded within each Classification, according to Section. Equalization schedules will be posted for each Section and for each Classification within each Section. To the extent possible, overtime assignments, including Call-Outs, will be made in reverse order of accumulated overtime, by Classification within Section. The Equalization Schedules will be updated no less than weekly. If Equalization does not achieve rough parity in overtime opportunities as intended by this section, the Union may request and the City shall meet with the union to make corrections or establish an alternative procedure for fair distribution of overtime and call-out assignments. The Union and the City agree that Equalization is an effort to ensure fair treatment and cannot

always be implemented with precision. It is therefore understood that individual complaints regarding the Equalization process will not be grievable or arbitrable. The Union may bring an organizational grievance if it believes the City is not maintaining compliance with this section.

O. Overtime actually worked while on Trouble Duty shall not be counted for Equalization purposes unless employees in addition to the employee on Trouble Duty have also worked overtime. For purposes of Equalization the following shall apply:

1. The "Equalization Schedule" shall include a list of qualified employees initially arranged in order of seniority, within each classification and according to Section, posted with hours of worked and charged overtime for each employee.

2. The employee with the least worked and charged overtime within each classification on the schedule is to be contacted first when overtime is required except when employees are working on a specific job and are asked to stay past the end of their regular tour of duty.

3. For the purposes of equalization, an employee who is offered an overtime assignment but is unavailable or declines will be "charged" with having used the same amount of overtime that was used by the person accepting the assignment. The number of hours of that assignment will be added to the total of worked and charged overtime on the Equalization schedule, as if the hours had been actually worked.

4. A new employee who has become eligible for overtime shall be charged with one hour more than the highest number of worked overtime hours on the Equalization Schedule, and the employee's name shall be placed on the Overtime List accordingly.

#### **Article 22. Scheduled Overtime**

1. Scheduled overtime shall be according to crew assignment.

2. In the event an employee does not wish to work scheduled overtime, it shall be his responsibility to provide a qualified employee from another crew who is willing to perform such overtime work. If the employee cannot find a replacement then he shall be required to work the scheduled overtime.

3. Under normal conditions, any man assigned to the Trouble Truck will not be considered for scheduled overtime and will not be responsible to find a replacement.

4. The Crew Foreman shall have the final say as to whether any provided replacement is qualified.

5. All affected employees shall be notified of scheduled overtime at least forty-eight (48) hours in advance of such overtime. However, replacements pursuant to paragraph 2 above shall not be given forty-eight (48) hours advanced notice. If overtime is scheduled on a Saturday or Sunday, employees shall be notified no later than 4:00 pm of the Wednesday preceding the scheduled overtime.

### **Article 23. Holidays**

A. Full-time permanent employees of this bargaining unit shall be granted with pay the following legal holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and the day before or the day after Christmas as designated by the Mayor.

B. Except as otherwise provided herein, an employee must work the scheduled work days immediately preceding and following a holiday to receive holiday pay unless the employee's absence is due to authorized vacation, approved compensatory time off, approved personal leave or extended sick leave of at least three (3) days duration. An employee who used sick leave on two (2) occasions, or less, within the preceding six (6) months prior to a scheduled holiday shall not be excluded from receiving holiday pay by this provision so long as none of said sick leave was used by an employee immediately preceding or following a period of approved time off. However, the use of sick leave for a period of time less than a full day that does not extend the holiday and which is accompanied by a valid doctor's excuse, shall not count against an employee for the purpose of holiday pay.

C. After successful completion of the probationary period, an employee shall annually receive three (3) personal days, which may be taken subject to the approval of his department head. The employee must provide a two (2) day notice to his immediate supervisor prior to the day he requests to be off.

D. Rules governing the payment of these holidays and other variations which may come about because of the time of week on which the holiday falls, will be covered in detail in a separate ordinance to be presented to Council.

E. An employee, except an employee assigned to Trouble Duty who shall be compensated in accordance with Article 15 of this Agreement, scheduled or called into work on a holiday granted under this article will receive, in addition to his holiday pay, time and one half his regular straight time rate for the time he works during his regularly scheduled hours. For the time he works outside his regularly scheduled hours he will be paid two (2) times his regular straight time

rate. For purposes of this paragraph, “regularly scheduled hours” means the hours an employee is regularly scheduled to work during that week.

## **Article 24. Hospitalization**

### SECTION 1. COVERAGE

- A. The City will make available a health care program with employee only, employee/spouse, employee/children, and family coverage options, for which eligible full-time employees may apply. See Appendix A (consensus memo).
- B. The City will offer all employees eligible under Subsection A above medical, dental, vision, and prescription drug insurance coverage through plans of the City’s choosing. The City will adopt the recommendations of the Health Care Committee achieved by consensus. All HC plan design, premium, and HC cost decisions shall be forwarded to the HCC for consideration. The City’s plans will have multiple levels of coverage and costs. Cost containment measures may be adopted by the City after consideration of any recommendations from the Health Care Committee.
- C. All coverage shall be subject to the insurance carrier’s eligibility, enrollment, and coverage requirements, as set forth in the plan documents and certificates of coverage.

### SECTION 2. EMPLOYEE CONTRIBUTIONS

- A. Participating employees shall share in the cost of health care coverage to the extent set forth in Subsections C and D below. Each participating employee shall contribute to the total fixed cost of the medical and prescription drug insurance coverage based on a percentage of projected health care costs, as established at the beginning of each plan year (January through December).
- B. Any surcharge for enrolling spouses who are eligible for medical and prescription drug coverage through their own employers or retirement plans shall be the responsibility of the employees, in accordance with the Spousal Surcharge provisions outlined under the City’s plans.
- C. Medical and Prescription Drug Coverage. Effective January 1, 2016, the employee contribution percentages for medical and prescription drug coverage will be 0% for the Health Savings Account (HSA) plan, 5% for the core plan, and 15% for the premium plan.
- D. The amount of an employee’s contributions cannot increase more than 25% per calendar year for the same coverage throughout the term of this agreement.

- E. Dental Coverage. Effective January 1, 2016, the City shall provide the same arrangement for dental insurance that was in effect in 2015; however, the dependent age limit extension to age 28 will be eliminated. The City will pay 100% of the premiums for dental coverage under the City's base plan.
- F. Vision Coverage. Effective January 1, 2016, the City shall provide a base vision plan that mirrors the current non-bargaining plan design. The City will pay 100% of the premiums for vision coverage under the City's base plan. The City will also offer an enhanced vision plan, with the increased premiums (buy up) being paid 100% by the employees selecting the enhanced vision plan.
- G. Employee health insurance contributions shall be made through biweekly payroll deductions.

#### SECTION 3. AFFORDABLE CARE ACT

- A. Nothing in this Article shall be construed to relinquish, restrict, or otherwise limit the City's rights, entitlements, and obligations under the federal Patient Protection and Affordable Care Act (ACA), or any other federal or state law.
- B. The parties understand that the ACA was enacted by the federal government on March 23, 2010. The parties further understand that many of the ACA mandates may be implemented over the period of this Agreement. The parties agree that the City is required to comply with this Act. The City will notify the Union of any changes required to maintain legal compliance.

#### SECTION 4. HEALTH CARE COMMITTEE

- A. The parties agree to maintain a Health Care Committee for purposes of regularly reviewing usage, health care needs, studying cost containment programs and options for health plan coverage (medical, dental, vision and prescription), and recommending, for adoption by the City according to Section 1(B) of this Article, changes to the City's plans and benefit levels.
- B. The Health Care Committee will meet at mutually agreed times to explore group health insurance plan alternatives and tiers and cost containment measures. The Health Care Committee will submit its recommendations annually on these matters not later than 120 days prior to the expiration of a plan year. Upon adoption, these recommendations will be binding on both the City and the Union. If the HCC does not achieve a consensus on recommendations by 120 days prior to the expiration of the plan year, the City may implement unilaterally and the Union will retain the right to arbitrate the

reasonableness of the changes made as a result of the City's implementation. Such arbitration will be accomplished through an expedited process.

- C. The Health Care Committee will meet at least quarterly, but as often as necessary and agreed upon by the committee, and will be composed of two (2) representatives selected by the Union, two (2) representatives selected by each of the other unions whose members participate in the City's plans, two (2) representatives selected by the City, and one (1) non-supervisory employee of the City who is not a member of any bargaining unit, who will also be selected by the City. The City will provide released time for mutually agreed upon scheduled meetings, meaning that if one or both of the Union's representatives were scheduled to work during a meeting, the City will compensate the employees as if they had been working at their scheduled assignments.
- D. The Health Care Committee shall approve by-laws/ground rules.
- E. Sunset: This Section (Article 24, Section 4, Health Care Committee) shall expire at the end of this contract term (including any contract extensions) unless mutually agreed upon by both parties.

#### SECTION 5. I.R.S. 125 PROGRAMS

Members are eligible to participate in the I.R.S. 125 programs offered by the City. The City will use its best efforts to ensure that the I.R.S. 125 program will include, at a minimum, a medical reimbursement and dependant care component. Costs for these programs will be borne by the employees.

#### SECTION 6. CITY OF CUYAHOGA FALLS FIRE DEPARTMENT EMS TRANSPORT

Any employee and/or member of the employee's immediate family residing with the employee who is transported by Cuyahoga Falls Fire Department EMS service shall be transported at no charge.

#### SECTION 7. RETIREMENT HEALTH CARE BENEFITS

Members of the bargaining unit as of April 1, 2009, shall be provided with health care benefits upon retirement as provided in accordance with the terms of Ordinance 160-2003

#### **Article 25. Insurance**

Effective May 1, 1991, each employee represented by this bargaining unit shall receive a life insurance policy paid for by the City in the amount of fifty thousand

dollars (\$50,000.00) and for bargaining unit members who retire after June 30, 1985, each shall receive a life insurance policy paid for by the City in the amount of four thousand dollars (\$4,000.00).

#### **Article 26. Dental Plan**

The City will provide a dental insurance plan for all members of this bargaining unit, their spouses and dependents which shall be substantially equal overall to provisions of the plan currently in effect for other City employees. The City shall bear the cost of providing said dental insurance. In addition to other coverages provided by the City's dental plan, the City shall approve the coverage of dental implants in an amount not to exceed the actual dollar amount the City would pay for covered bridges.

#### **Article 27. Optical Insurance**

The City will provide an optical insurance plan for all members of this bargaining unit, their spouses and dependents which shall be substantially equal overall to provisions of the plan currently in effect for other City employees. The City shall bear the cost of providing said optical insurance.

#### **Article 28. Overtime Meal Breaks**

A. Definitions:

1. Normal Meal Times shall be:

- a. Morning: 5:30 a.m. to 6:30 a.m.,
- b. Noon: 11:30 a.m. to 12:30 p.m.,
- c. Evening: 5:30 p.m. to 6:30 p.m., and
- d. Night: 11:30 p.m. to 12:30 a.m.

2. "In Lieu Compensation" means eighty percent (80%) of one hour's pay at an employee's straight time rate of pay.

3. "Paid Meal Time Break" means paid time, at the employee's overtime rate (as defined in Article 21), not to exceed sixty (60) minutes.

B. An employee working on Overtime Work (as defined in Article 21) shall be provided a Paid Meal Time Break and a meal at the City's expense whenever a Normal Meal Time occurs during Overtime Work, subject to the following exceptions:

1. If the employee's Overtime Work commences one hour or less before a Normal Meal Time, which is then missed, and concludes one hour or less after the same missed Normal Meal Time, the employee will not be entitled to a Paid Meal Time Break or a meal at the City's expense.
  2. An employee who is Called-Out on a day he is not scheduled to work, but with twelve (12) or more hours advance notice of his Call-Out Overtime assignment, will not be entitled to a Paid Meal Time Break or a paid meal for the first Normal Meal Time after he reports for duty.
  3. It is understood that Overtime Work is likely to involve emergency conditions or unplanned outages, and that Paid Meal Time Breaks may be shortened, delayed or missed completely, depending on the needs of the job. Except as provided in subsections B(1) and B(2) above, In Lieu Compensation will be paid to the employee for any Paid Meal Time Break that is missed completely.
- C. The City may provide meals at the work site or, after receiving express authorization from the Assistant Superintendent, Foreman or senior employee on the job, employees on a job may proceed as a group to any restaurant or food service operation within the City limits where a suitable meal may be purchased and consumed. The cost of meals purchased by employees will be reimbursed at cost not to exceed \$16.00 per meal.
- D. An employee who is entitled to a Paid Meal Time Break and a paid meal at the conclusion of an Overtime Work assignment may decline and be paid In Lieu Compensation instead.
- E. An employee who is Called-Out to report one or more hours prior to the normal starting time of his tour of duty on a day he is scheduled to work shall be entitled to a Paid Meal Time Break and a paid meal for the first Normal Meal Time after he reports for duty, notwithstanding that he may not be on Overtime Work at the time the meal break occurs. The break will be paid at the employee's overtime rate or straight time rate, depending on when the meal break occurs.

- F. If an employee is required to continue working more than one (1) hour but not more than one and one-half (1½) hours beyond his normal quitting time, he will be paid In Lieu Compensation as compensation for his meal normally eaten after his day's work.
- G. Any employee assigned to Trouble Duty shall not be entitled to any benefits under this Article unless other employee(s) who are entitled, are also working.

#### **Article 29. Worker's Compensation**

An employee who is absent from work due to an injury received in the course of, and arising out of, his employment with the City, and for which injury he is eligible to receive weekly benefits (with the possible exception of the first week after the injury is received) under the worker's compensation law of Ohio, shall receive his worker's compensation plus an additional amount of injury leave supplement from the City, for up to twenty (20) weeks per compensable injury so that his net after tax income from worker's compensation and the City shall be equal to what his net after tax income would have been had he been regularly employed at straight-time rates. Thereafter, the employee will receive no other pay other than worker's compensation.

In the event the City commences injury leave supplement payments to an employee prior to a determination by the Ohio Industrial Commission and is later determined by the Ohio Industrial Commission that the injury is not work related and therefore ineligible for injury leave pay, the employee's unused sick leave will be charged against any injury leave supplement made. In the event the injury leave supplement payments made exceed available unused sick leave, the employee agrees to immediately begin reimbursing the City for the difference.

Any employee who is paid injury leave supplement pay shall furnish medical reports to the Department Head or his designee as requested regarding the status of the injury.

Should it be determined by proper medical authority that the employee will not be able to return to regular duties and there are no vacancies in other classifications for which the employee has qualifications and can perform, the City has the right to require that employee to apply for disability retirement. However, the Department Head has the final authority to determine if an employee is qualified to perform in a position. In the event a difference of opinion as to the employee's ability to perform his regular duties arises between the employee's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational

medicine. The third physician shall be appointed by the Ohio Industrial Commission and his/her decision shall be final and binding.

**Article 30. Vacation**

A. All members of Local 399 shall receive vacation privileges as follows:

During the first calendar year of employment . . . . .No Vacation

During the second calendar year of employment . . . . . 1 day's vacation (8 hours) for each full month of employment of the previous calendar year up to a maximum of two (2) calendar weeks (80 hours)

1 year to 5 complete years . . . . . 2 weeks

After 5 years to 10 complete years . . . . . 3 weeks

After 10 years to 15 complete years . . . . . 4 weeks

After 15 years to 25 complete years . . . . . 5 weeks

After 25 years of service . . . . . 6 weeks

Said members shall receive an additional week of vacation on their anniversary date, meaning the initial date hired, when said member has completed the transition years of 5, 10, 15, and 25 completed years of service.

B. In the event a full-time member resigns, retires, or dies, such member, or the member's estate, shall be credited with such unused vacation time as the member's service in the year prior and the current year shall entitle the member to receive, and such member or the member's estate shall be paid for any unused vacation as of the member's last working day.

C. An employee may carry over into the following year with the approval of his department or division head and certification to the Finance Department, one-half of his previous year's vacation, however, an employee may carry this vacation into the following year only.

D. Members of the bargaining unit who have completed one (1) year of service with the City and who qualify for two (2) weeks of vacation shall be permitted to bank a maximum of one (1) week of unused vacation time per year. Members who qualify for three (3), four (4) or five (5) weeks vacation shall be permitted to bank a maximum of two (2) weeks of unused vacation time per year. Members who qualify for six (6) weeks vacation shall be permitted to bank a maximum of three (3) weeks of unused vacation time per year. Any vacation time banked shall be banked at the rate it was earned.

Members who have banked or carried over vacation time pursuant to this Article shall, upon retirement or termination of employment with the City, be paid a sum equal to the amount of vacation hours banked or carried over times the hourly rate of pay of such member at the time(s) the vacation time was earned. Members shall receive the sum of money for the weeks of vacation banked, which shall be paid to the member at the rate said weeks were earned, only upon their termination or retirement.

Members must designate prior to December 31st to the Finance Department whether their unused vacation time shall be banked or carried over pursuant to the terms of this Agreement. Members must choose either to bank or carry over their unused vacation time and they shall not be permitted to do both in any given year.

E. A member may sell vacation under the same terms and conditions as vacation banking set forth above except that:

- vacation may not be sold until the member has completed five (5) years of service with the City and has qualified for three (3) weeks vacation
- vacation may be sold in one (1) week increments only
- vacation must be sold in the year in which it is credited to the member, and
- a member may both bank and sell vacation, as provided herein, in the same year, so long as the member is qualified to do both.

### **Article 31. Sick Leave**

A. Electric Department employees shall be credited with sick leave of 4.6 hours for eighty (80) hours worked. Employees may use sick leave upon approval of the Department Head or his designee for absence due to illness or injury of the employee or employee's immediate family, or when through exposure to a contagious disease, the presence of an employee at his job would jeopardize the health of others.

Sick leave shall not be used for work-related injuries.

Sick leave taken shall be deducted on an hour-for-hour basis from the employee's accumulated sick leave.

B. The City in its absolute discretion, may require that any employee requesting sick leave furnish or submit to any or all of the following before he shall approve any request for sick leave. Such request by the City must be made when the employee is reporting off sick initially and/or during an extended illness or injury.

- (1) A detailed statement from the employee specifying:
  - a. The exact nature of any claimed illness or injury.
  - b. The name, address, and telephone number of any medical practitioner treating said illness or injury.

c. The anticipated number of sick leave days required to treat said illness or injury.

(2) A medical report from the members treating physician containing the information specified in (1) above.

(3) That the member submits to a physical examination by a physician of the City's choice.

C. An employee who reports himself absent from his assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of his absence, and may not return to such outside employment until he returns to work or receives permission from the Department Head.

D. Should it be determined by proper medical authority that the employee will not be able to return to regular duties, the City has the right to require that employee to apply for disability retirement. In the event of a difference of opinion as to the employee's mental or physical status regarding his ability to perform his regular duties between the employee's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, who's decision shall be final and binding. Fees and expenses of this physician shall be paid by the City.

E. Upon retirement, or termination in good standing from active service with the City and with ten (10) or more years of service with the City, the employee shall be paid one hundred percent (100%) of the value of his accrued but unused sick leave credit up to a maximum of nine hundred sixty (960) hours. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.

An employee who:

1) has ten years or more service with the City, and

2) is within the last three years of his employment with the City and

3) either:

a) has qualified for a service pension under the rules from PERS by reason of age and length of service, or

b) is within three years of qualifying for a service pension under the rules from PERS by reason of age and length of service,

may elect to cash out accrued sick time in three equal and annual payments of up to three hundred and twenty (320) hours per payment. These payments shall be based on the employee's rate of pay at the time of each payment. The eligible employee must declare his intent to retire within three years of the declaration and notify the Electric Superintendent and the Director of Finance of his election to cash out sick leave as provided herein at least thirty days prior to the first distribution of funds. All hours paid under this provision shall be deducted from the payment of accrued

sick leave as provided under this agreement. Any remaining sick leave credit may be used until the employee's retirement date at which time all remaining sick leave balance shall be deemed exhausted and no further sick leave payment will be allowed. Funds paid to the employee on an annual cash-out basis may be rolled over into an employee's deferred compensation account as allowed by plan rule or paid in cash as requested by the employee.

For the purpose of funding this sick leave cash-out payment, the Finance Director shall establish a fund and annually deposit a sum sufficient to cover the anticipated payout(s) under this provision. Money set aside in this fund shall only be used for the purpose of paying the benefit set forth in this section and for no other purpose.

F. Definition of immediate family, for purposes of this article, shall be spouse, child, and employee's parents.

G. A regular full-time member with five or more years of service with a sick leave balance of at least 320 hours at the beginning of the calendar year for which this sick leave incentive program applies shall have the following options with regard to accumulated sick leave.

(1) Allow the unused sick leave balance earned to accrue to the employee's sick leave balance.

(2) Receive a cash benefit as follows:

- (a) A member who did not use sick leave for the year may convert forty (40) hours of sick leave at a rate of 100% of the member's hourly base rate of pay for the year in which the sick leave incentive was earned.
- (b) A member who used more than zero but not more than eight hours of sick leave may convert forty (40) hours of sick leave at a rate of 75% of the member's hourly base rate of pay for the year in which the sick leave incentive was earned.
- (c) A member who used more than eight but not more than sixteen hours of sick leave may convert forty (40) hours of sick leave at a rate of 60% of the member's hourly base rate of pay for the year in which the sick leave incentive was earned.
- (d) A member who used more than sixteen but not more than twenty-four hours of sick leave may convert forty (40) hours of sick leave at a rate of 50% of the member's hourly base rate of pay for the year in which the sick leave incentive was earned.
- (e) A member who used more than twenty-four but not more than thirty-two hours of sick leave may convert forty (40) hours of sick leave at a rate of 25% of the member's hourly base rate of pay for the year in which the sick leave incentive was earned.

Members meeting the above criteria must notify the Finance Department by January 15 of the year following the year for which sick leave incentive payment is sought and the cash disbursement shall be made on or about February 15.

## **Article 32. Hourly Rates of Pay**

### **Classifications and Pay Ranges**

- ED-22   Apprentice, Substation/Meter/Meterman  
          Apprentice, Lineman
  
- ED-23   Public Utilities Dispatcher
  
- ED-25   Electric Engineering Draftsman I  
          Electrician, Substation/Meter/Meterman Class "C"  
          Lineman Class "C"
  
- ED-26   Equipment Operator  
          Utility Man
  
- ED-27   Electric Engineering Draftsman II
  
- ED-28   Electrician, Substation/Meter Meterman Class "B"  
          Lineman Class "B"
  
- ED-29   Electric Service Representative  
          Electric Engineering Draftsman III
  
- ED-29   (SCADA) Electric Engineering Draftsman III (with SCADA duties)
  
- ED-30   Electrician, Substation/Meter/Meterman Class "A"  
          Lineman Class "A"

Effective January 1, 2015, the base rates of pay for bargaining unit members shall increase three percent (3.0%). Effective January 1, 2016, the base rates of pay for bargaining unit members shall increase \$1.10 per hour (equity). Effective July 1, 2016, the base rates of pay for bargaining unit members shall increase three percent (3.0%). Effective July 1, 2017, the base rates of pay for bargaining unit members shall increase two and a half percent (2.5%). The rates of pay shall be as shown on the following schedules.

**Rates Effective January 1, 2015 (3.0%)**

**Steps**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
ED-22	15.8790	16.7839	17.1618	17.6749	18.2554
ED-22 - 5 Years	16.0140	16.9188	17.2967	17.8234	18.3907
ED-22 - 10 Years	16.1491	17.0673	17.4453	17.9585	19.0116
ED-22 - 15 Years	16.3786	17.2832	17.6613	18.1880	19.2276
ED-22 - 20 Years	16.5423	17.4560	17.8380	18.3699	19.4199
ED-23	16.8291	17.3924	18.1782	18.8853	
ED-23 - 5 Years	16.9338	17.4708	18.2696	18.9637	
ED-23 - 10 Years	17.3203	18.0275	18.8263	19.5335	
ED-23 - 15 Years	17.7065	18.5840	19.3830	20.1032	
ED-23 - 20 Years	17.8836	18.7699	19.5766	20.3043	
ED-25	22.3063	23.0759	23.3189	23.7917	24.0482
ED-25 - 5 Years	22.4547	23.2109	23.4674	23.9266	24.2100
ED-25 - 10 Years	22.6034	23.3730	23.6025	24.0616	24.9393
ED-25 - 15 Years	22.8058	23.5755	23.8319	24.2912	25.1824
ED-25 - 20 Years	23.0340	23.8112	24.0703	24.5340	25.4341
ED-26	23.0759	23.7917	24.0751	25.0068	25.8035
ED-26 - 5 Years	23.2109	23.9266	24.2372	25.1553	25.9386
ED-26 - 10 Years	23.3730	24.0616	24.3722	25.2903	26.7216
ED-26 - 15 Years	23.5755	24.2912	24.5881	25.5063	26.9376
ED-26 - 20 Years	23.8112	24.5340	24.8341	25.7614	27.2071
ED-27	25.4120	25.8035	26.1139	26.4379	26.6675
ED-27 - 5 Years	25.5605	25.9386	26.2624	26.5866	26.8027
ED-27 - 10 Years	25.6955	26.0870	26.3976	26.7216	27.6261
ED-27 - 15 Years	25.9116	26.3030	26.6270	26.9376	27.8557
ED-27 - 20 Years	26.1707	26.5662	26.8932	27.2071	28.1343
ED-28	25.6414	26.0330	26.3299	26.6675	26.8835
ED-28 - 5 Years	25.7901	26.1814	26.4785	26.8027	27.0321
ED-28 - 10 Years	25.9251	26.3166	26.6270	26.9647	27.8557

ED-28 - 15 Years	26.1410	26.5326	26.8296	27.1672	28.0582
ED-28 - 20 Years	26.4023	26.7979	27.0980	27.4389	28.3389
ED-29	27.9368	28.5174	28.8955	29.4356	30.0164
ED-29 - 5 Years	28.0717	28.6794	29.0439	29.5841	30.1648
ED-29 - 10 Years	28.2338	28.8146	29.1925	29.7191	31.0695
ED-29 - 15 Years	28.4364	29.0307	29.4087	29.9352	31.2719
ED-29 - 20 Years	28.7209	29.3209	29.7027	30.2345	31.5846
ED-29 (SCADA)	28.5011	29.0818	29.4599	29.9999	30.5805
ED-29 - 5 Years (SCADA)	28.6362	29.2439	29.6082	30.1485	30.7290
ED-29 - 10 Years (SCADA)	28.7982	29.3788	29.7568	30.2834	31.6338
ED-29 - 15 Years (SCADA)	29.0008	29.5950	29.9730	30.4995	31.8362
ED-29 - 20 Years (SCADA)	29.2908	29.8909	30.2726	30.8045	32.1544
ED-30	28.5615	29.1420	29.5337	30.0603	30.6272
ED-30 - 5 Years	28.7100	29.2771	29.6686	30.2088	30.7623
ED-30 - 10 Years	28.8448	29.4256	29.8172	30.3437	31.6804
ED-30 - 15 Years	29.0744	29.6416	30.0332	30.5733	31.9100
ED-30 - 20 Years	29.3653	29.9381	30.3335	30.8791	32.2291

**Rates Effective January 1, 2016**

**(\$1.10 per hour - equity)**

**Steps**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
ED-22	16.9790	17.8839	18.2618	18.7749	19.3554
ED-22 - 5 Years	17.1140	18.0188	18.3967	18.9234	19.4907
ED-22 - 10 Years	17.2491	18.1673	18.5453	19.0585	20.1116
ED-22 - 15 Years	17.4786	18.3832	18.7613	19.2880	20.3276
ED-22 - 20 Years	17.6423	18.5560	18.9380	19.4699	20.5199
ED-23	17.9291	18.4924	19.2782	19.9853	
ED-23 - 5 Years	18.0338	18.5708	19.3696	20.0637	
ED-23 - 10 Years	18.4203	19.1275	19.9263	20.6335	
ED-23 - 15 Years	18.8065	19.6840	20.4830	21.2032	
ED-23 - 20 Years	18.9836	19.8699	20.6766	21.4043	
ED-25	23.4063	24.1759	24.4189	24.8917	25.1482

ED-25 - 5 Years	23.5547	24.3109	24.5674	25.0266	25.3100
ED-25 - 10 Years	23.7034	24.4730	24.7025	25.1616	26.0393
ED-25 - 15 Years	23.9058	24.6755	24.9319	25.3912	26.2824
ED-25 - 20 Years	24.1340	24.9112	25.1703	25.6340	26.5341
ED-26	24.1759	24.8917	25.1751	26.1068	26.9035
ED-26 - 5 Years	24.3109	25.0266	25.3372	26.2553	27.0386
ED-26 - 10 Years	24.4730	25.1616	25.4722	26.3903	27.8216
ED-26 - 15 Years	24.6755	25.3912	25.6881	26.6063	28.0376
ED-26 - 20 Years	24.9112	25.6340	25.9341	26.8614	28.3071
ED-27	26.5120	26.9035	27.2139	27.5379	27.7675
ED-27 - 5 Years	26.6605	27.0386	27.3624	27.6866	27.9027
ED-27 - 10 Years	26.7955	27.1870	27.4976	27.8216	28.7261
ED-27 - 15 Years	27.0116	27.4030	27.7270	28.0376	28.9557
ED-27 - 20 Years	27.2707	27.6662	27.9932	28.3071	29.2343
ED-28	26.7414	27.1330	27.4299	27.7675	27.9835
ED-28 - 5 Years	26.8901	27.2814	27.5785	27.9027	28.1321
ED-28 - 10 Years	27.0251	27.4166	27.7270	28.0647	28.9557
ED-28 - 15 Years	27.2410	27.6326	27.9296	28.2672	29.1582
ED-28 - 20 Years	27.5023	27.8979	28.1980	28.5389	29.4389
ED-29	29.0368	29.6174	29.9955	30.5356	31.1164
ED-29 - 5 Years	29.1717	29.7794	30.1439	30.6841	31.2648
ED-29 - 10 Years	29.3338	29.9146	30.2925	30.8191	32.1695
ED-29 - 15 Years	29.5364	30.1307	30.5087	31.0352	32.3719
ED-29 - 20 Years	29.8209	30.4209	30.8027	31.3345	32.6846
ED-29 (SCADA)	29.6011	30.1818	30.5599	31.0999	31.6805
ED-29 - 5 Years (SCADA)	29.7362	30.3439	30.7082	31.2485	31.8290
ED-29 - 10 Years (SCADA)	29.8982	30.4788	30.8568	31.3834	32.7338
ED-29 - 15 Years (SCADA)	30.1008	30.6950	31.0730	31.5995	32.9362
ED-29 - 20 Years (SCADA)	30.3908	30.9909	31.3726	31.9045	33.2544
ED-30	29.6615	30.2420	30.6337	31.1603	31.7272

ED-30 - 5 Years	29.8100	30.3771	30.7686	31.3088	31.8623
ED-30 - 10 Years	29.9448	30.5256	30.9172	31.4437	32.7804
ED-30 - 15 Years	30.1744	30.7416	31.1332	31.6733	33.0100
ED-30 - 20 Years	30.4653	31.0381	31.4335	31.9791	33.3291

**Rates Effective July 1, 2016 (3.0%)**

	<b>Steps</b>				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
ED-22	17.4884	18.4204	18.8097	19.3381	19.9361
ED-22 - 5 Years	17.6274	18.5594	18.9486	19.4911	20.0754
ED-22 - 10 Years	17.7666	18.7123	19.1017	19.6303	20.7149
ED-22 - 15 Years	18.0030	18.9347	19.3241	19.8666	20.9374
ED-22 - 20 Years	18.1716	19.1127	19.5061	20.0540	21.1355
ED-23	18.4670	19.0472	19.8565	20.5849	
ED-23 - 5 Years	18.5748	19.1279	19.9507	20.6656	
ED-23 - 10 Years	18.9729	19.7013	20.5241	21.2525	
ED-23 - 15 Years	19.3707	20.2745	21.0975	21.8393	
ED-23 - 20 Years	19.5531	20.4660	21.2969	22.0464	
ED-25	24.1085	24.9012	25.1515	25.6385	25.9026
ED-25 - 5 Years	24.2613	25.0402	25.3044	25.7774	26.0693
ED-25 - 10 Years	24.4145	25.2072	25.4436	25.9164	26.8205
ED-25 - 15 Years	24.6230	25.4158	25.6799	26.1529	27.0709
ED-25 - 20 Years	24.8580	25.6585	25.9254	26.4030	27.3301
ED-26	24.9012	25.6385	25.9304	26.8900	27.7106
ED-26 - 5 Years	25.0402	25.7774	26.0973	27.0430	27.8498
ED-26 - 10 Years	25.2072	25.9164	26.2364	27.1820	28.6562
ED-26 - 15 Years	25.4158	26.1529	26.4587	27.4045	28.8787
ED-26 - 20 Years	25.6585	26.4030	26.7121	27.6672	29.1563
ED-27	27.3074	27.7106	28.0303	28.3640	28.6005
ED-27 - 5 Years	27.4603	27.8498	28.1833	28.5172	28.7398
ED-27 - 10 Years	27.5994	28.0026	28.3225	28.6562	29.5879
ED-27 - 15 Years	27.8219	28.2251	28.5588	28.8787	29.8244
ED-27 - 20 Years	28.0888	28.4962	28.8330	29.1563	30.1113

ED-28	27.5436	27.9470	28.2528	28.6005	28.8230
ED-28 - 5 Years	27.6968	28.0998	28.4059	28.7398	28.9761
ED-28 - 10 Years	27.8359	28.2391	28.5588	28.9066	29.8244
ED-28 - 15 Years	28.0582	28.4616	28.7675	29.1152	30.0329
ED-28 - 20 Years	28.3274	28.7348	29.0439	29.3951	30.3221
ED-29	29.9079	30.5059	30.8954	31.4517	32.0499
ED-29 - 5 Years	30.0469	30.6728	31.0482	31.6046	32.2027
ED-29 - 10 Years	30.2138	30.8120	31.2013	31.7437	33.1346
ED-29 - 15 Years	30.4225	31.0346	31.4240	31.9663	33.3431
ED-29 - 20 Years	30.7155	31.3335	31.7268	32.2745	33.6651
ED-29 (SCADA)	30.4891	31.0873	31.4767	32.0329	32.6309
ED-29 - 5 Years (SCADA)	30.6283	31.2542	31.6294	32.1860	32.7839
ED-29 - 10 Years (SCADA)	30.7951	31.3932	31.7825	32.3249	33.7158
ED-29 - 15 Years (SCADA)	31.0038	31.6159	32.0052	32.5475	33.9243
ED-29 - 20 Years (SCADA)	31.3025	31.9206	32.3138	32.8616	34.2520
ED-30	30.5513	31.1493	31.5527	32.0951	32.6790
ED-30 - 5 Years	30.7043	31.2884	31.6917	32.2481	32.8182
ED-30 - 10 Years	30.8431	31.4414	31.8447	32.3870	33.7638
ED-30 - 15 Years	31.0796	31.6638	32.0672	32.6235	34.0003
ED-30 - 20 Years	31.3793	31.9692	32.3765	32.9385	34.3290

**Rates Effective July 1, 2017 (2.5%)**

	<b>Steps</b>				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
ED-22	17.9256	18.8809	19.2799	19.8216	20.4345
ED-22 - 5 Years	18.0681	19.0234	19.4223	19.9784	20.5773
ED-22 - 10 Years	18.2108	19.1801	19.5792	20.1211	21.2328
ED-22 - 15 Years	18.4531	19.4081	19.8072	20.3633	21.4608
ED-22 - 20 Years	18.6259	19.5905	19.9938	20.5554	21.6639
ED-23	18.9287	19.5234	20.3529	21.0995	
ED-23 - 5 Years	19.0392	19.6061	20.4495	21.1822	
ED-23 - 10 Years	19.4472	20.1938	21.0372	21.7838	

ED-23 - 15 Years	19.8550	20.7814	21.6249	22.3853	
ED-23 - 20 Years	20.0419	20.9777	21.8293	22.5976	
ED-25	24.7112	25.5237	25.7803	26.2795	26.5502
ED-25 - 5 Years	24.8678	25.6662	25.9370	26.4218	26.7210
ED-25 - 10 Years	25.0249	25.8374	26.0797	26.5643	27.4910
ED-25 - 15 Years	25.2386	26.0512	26.3219	26.8067	27.7477
ED-25 - 20 Years	25.4795	26.3000	26.5735	27.0631	28.0134
ED-26	25.5237	26.2795	26.5787	27.5623	28.4034
ED-26 - 5 Years	25.6662	26.4218	26.7497	27.7191	28.5460
ED-26 - 10 Years	25.8374	26.5643	26.8923	27.8616	29.3726
ED-26 - 15 Years	26.0512	26.8067	27.1202	28.0896	29.6007
ED-26 - 20 Years	26.3000	27.0631	27.3799	28.3589	29.8852
ED-27	27.9901	28.4034	28.7311	29.0731	29.3155
ED-27 - 5 Years	28.1468	28.5460	28.8879	29.2301	29.4583
ED-27 - 10 Years	28.2894	28.7027	29.0306	29.3726	30.3276
ED-27 - 15 Years	28.5174	28.9307	29.2728	29.6007	30.5700
ED-27 - 20 Years	28.7910	29.2086	29.5538	29.8852	30.8641
ED-28	28.2322	28.6457	28.9591	29.3155	29.5436
ED-28 - 5 Years	28.3892	28.8023	29.1160	29.4583	29.7005
ED-28 - 10 Years	28.5318	28.9451	29.2728	29.6293	30.5700
ED-28 - 15 Years	28.7597	29.1731	29.4867	29.8431	30.7837
ED-28 - 20 Years	29.0356	29.4532	29.7700	30.1300	31.0802
ED-29	30.6556	31.2685	31.6678	32.2380	32.8511
ED-29 - 5 Years	30.7981	31.4396	31.8244	32.3947	33.0078
ED-29 - 10 Years	30.9691	31.5823	31.9813	32.5373	33.9630
ED-29 - 15 Years	31.1831	31.8105	32.2096	32.7655	34.1767
ED-29 - 20 Years	31.4834	32.1168	32.5200	33.0814	34.5067
ED-29 (SCADA)	31.2513	31.8645	32.2636	32.8337	33.4467
ED-29 - 5 Years (SCADA)	31.3940	32.0356	32.4201	32.9907	33.6035
ED-29 - 10 Years (SCADA)	31.5650	32.1780	32.5771	33.1330	34.5587

ED-29 - 15 Years (SCADA)	31.7789	32.4063	32.8053	33.3612	34.7724
ED-29 - 20 Years (SCADA)	32.0851	32.7186	33.1216	33.6831	35.1083
ED-30	31.3151	31.9280	32.3415	32.8975	33.4960
ED-30 - 5 Years	31.4719	32.0706	32.4840	33.0543	33.6387
ED-30 - 10 Years	31.6142	32.2274	32.6408	33.1967	34.6079
ED-30 - 15 Years	31.8566	32.4554	32.8689	33.4391	34.8503
ED-30 - 20 Years	32.1638	32.7684	33.1859	33.7620	35.1872

Except for Classification ED-22 (Apprentice, Substation/Meter/Meterman and Apprentice Lineman), the time period between merit step increases shall be six (6) months for each such merit step increase granted. For Classification ED-22, the time period between merit step increases shall be three (3) months and shall have no effect on the employee's probationary period.

Not less than ten (10) days nor more than twenty (20) days before an employee is due to receive a merit step increase, he shall notify his foreman (or in the foreman's absence, the Assistant Superintendent) in writing, of the date he is due to receive such a merit step increase. Failure of an employee to provide such notification may, at the City's discretion, constitute grounds for denying any such merit step increase due. However, nothing in this section shall preclude the City from granting any such merit step increase in the absence of such notification.

In the event an employee is to be denied a merit step increase, the employee shall be notified of such denial at least five (5) working days prior to the date the employee was to have received said merit step increase. The notification herein required shall be in writing and shall state the reason(s) for denial of the merit step increase.

#### Longevity Pay

As of July 1, 1999, the former longevity has been computed into an hourly amount and added to the base pay, and longevity has been eliminated.

#### Other Pay

In the event employees are required by emergency conditions to work such extended hours that they are incapable of working safely during their next scheduled work day, then management may in its absolute unfettered discretion, excuse the absence of said employees and pay them at their regular base rate for any day or portion thereof that they are incapable of working safely.

### Gloving Bonus

The base pay rates for employees in the classification of Lineman A and Substation Electrician/Meterman A include a gloving bonus of thirty-five cents (\$0.35) per hour. In the past, this bonus was paid separately, but, effective 7/1/2008, has been rolled into the base rate of pay.

### Scada Bonus

The base pay rates for employees in the position of Draftsman III and assigned and performing the duty of maintaining the SCADA and database reflect a SCADA bonus of fifty cents (\$0.50) per hour. In the past, this bonus was paid separately, but effective 7/1/2008, has been rolled into the base rate of pay.

### Reimbursement of Footwear

Effective January 1, 2015, members hold the position of Linemen are entitled to be reimbursed in an amount up to five hundred twenty-five dollars (\$525.00) for the purchase or repair of work shoes/boots. Members holding the positions of Equipment Operator, Substation Electrician/Meterman, and Utility man are entitled to be reimbursed in an amount up to three hundred seventy-five dollars (\$375.00) during the course of the contract. Members holding the positions of Draftsmen and Service Representative are entitled to be reimbursed in an amount up to two hundred twenty-five dollars (\$225.00) for work shoes/boots during the course of the contract. Boots shall be defined as a brown or black leather boot and/or work shoe or any other shoe approved by the Superintendent. Footwear reimbursement shall not be used for tennis shoes or dress shoes. For reimbursement, the member must submit a legible copy of the receipt(s) to the Superintendent of the Electric Department. The shoes/boots must be purchased during the course of the contract.

The City shall provide uniforms for members to wear while on duty. The uniforms shall be provided on a quartermaster system, and the City shall work with the bargaining unit in selecting the style of uniform to be worn, provided that the City's selection of a uniform style and associated equipment shall be final.

### Commercial Driver's License

Any employee hired after January 1, 2011 into any job classification that requires a Commercial Driver's License (see Appendix "A") must attain a "Class A" Commercial Driver's License within one year of employment. The employee will be reimbursed for the cost of all testing and license fees, and will be permitted to take the test during working hours.

Employees who as of January 1, 2011 are already in a job classification that requires a Commercial Driver's License will receive the same reimbursement if they attain a "Class A" Commercial Drivers License prior to January 1, 2013.

Any employee required to have a Commercial Driver's License who has had his license suspended, or has allowed his license to expire, shall not be disciplined for failing to maintain an essential job qualification unless the license is not reinstated within eighteen (18) months after its suspension or expiration.

#### PERS Pick-Up

On or before July 1, 1985, the City shall implement a system whereby it shall pick up the employee's required contribution to PERS without additional cost to the City and in accordance with applicable Internal Revenue Service Rulings, Ohio Attorney General Opinions, and State regulations and procedures. This pick-up provision shall be without cost to the City and shall be for the purpose of defining employee tax liability. To accomplish this, the wage otherwise currently payable to the employee under this contract shall be reduced by the amount of the PERS pick-up. The employee's contract wage thus shall consist of two (2) components: (1) a currently payable ("cash") component, and (2) a deferred ("pick-up") component, which shall be the amount of the employee's required PERS contribution being picked up by the City. For all other purposes, except those pertaining to this amount in relation to state and federal taxes, the employee's wages shall still relate to his/her placement on the wage schedule.

#### **Article 33. Family Medical Leave**

"Maternity leave" is taken by a pregnant woman at the time she and her physician determine that her pregnant condition makes her unable to continue working.

"Child-care leave" is taken by a woman following childbirth after that time her physician has declared her able to return to work, or by an employee for the birth or adoption of a child.

"Family medical leave" is taken by an employee for the illness of an employee's immediate family or for a serious health condition of the employee or a member of the employee's immediate family after applicable sick leave benefits are exhausted.

"Serious health condition" and "Immediate family" shall have the same meaning as under the Family and Medical Leave Act of 1993.

The City does not discriminate on the basis of pregnancy. A pregnant employee is to be afforded all the benefits of employment that are afforded to other employees

under the same terms and conditions and in the same employment classifications. An employee who becomes pregnant may work until her delivery date, so long as in the judgment of her physician she is physically able to perform the regular duties of her occupation.

Maternity leave is treated as any other extended sick leave. The employee must provide the City with a statement from her physician that she is unable to continue working, and estimating the length of the period she will be unable to work.

Child-care and Family Medical Leave shall be leave without pay. Child-care and Family Medical leave shall continue for a period which, after exhaustion of sick leave, does not exceed 12 weeks within a rolling twelve month period preceding any date upon which leave is used, provided, however, that if more than one member of the immediate family is employed by the City the combined eligibility for Child-care leave based on a single occurrence shall not exceed 12 weeks for all such family members during said twelve month period. Health care benefits will continue during child-care and family medical leave under the same terms and conditions as if the employee were working, provided that the City may recover the cost of such health care benefits as provided in the Family and Medical Leave Act of 1993 from the member's final paycheck, and if a balance is still outstanding, by suit in a court of competent jurisdiction.

Nothing in this section shall preclude an employee from using vacation or personal leave as provided in this agreement, subject to all policies applicable thereto.

#### **Article 34. Seniority, Bidding, Layoff, Recall and Subcontracting**

##### Seniority

A. Seniority shall be defined as the right accruing to employees through length of service which entitles them to rights including vacation entitlements, preference in work assignments, longevity pay, promotions, transfers, layoffs and recall. A member who is unable to work because of a sickness, injury or disability or who is suspended, disciplined or on official leave of any kind, paid or unpaid, other than retirement shall continue to accumulate seniority during any such leave.

There shall be three types of seniority defined as follows:

1. City seniority shall be defined as continuous service with the City since the employee's most recent date of hire in a City job.
2. Bargaining unit seniority shall be defined as continuous service in any of the job classifications covered by this agreement since the employee's most recent date of hire in the Electric Department.
3. Seniority within classification shall be first determined by the member in the higher step within the classification, and within the step the

member who has the longest continuous service in that step since their most recent date of appointment to that step. For purposes of this definition, Step F shall be considered cumulative to Step E.

Classifications shall be those set forth in the index to Appendix A.

Probationary service in a non-bargaining unit position within the Electric Department shall not be considered a break in seniority until the employee has successfully completed his probationary period or the expiration of 18 months, whichever first occurs.

### Bidding

B. The following classifications are subject to bidding: Apprentice, Utility Man, Electric Service Representative, Equipment Operator, Groundman, Draftsman I, or Dispatcher. When the City decides to fill a vacancy in the bargaining unit classifications subject to bidding, it shall be posted for seven (7) working days on a bulletin board used by employees in the Electric Department. By mutual agreement of the parties the City may post for vacancies in other bargaining Unit positions.

C. The job posting shall state:

1. Date of posting
2. Date and time of bid deadline
3. Job duties, Experience and Qualifications
4. Title of job

D. Employees who wish to be considered for a vacancy must file a written bid with the Superintendent within the established seven workday bid period, provided that only employees who are progressing satisfactorily as provided in this agreement shall be eligible to bid on any vacancy.

E. When bargaining unit member(s) bid on a vacant job and are willing to accept said vacancy, the vacancy shall be filled pursuant to the terms below.

1. Vacancy(s) in an Apprentice, Utility Man, Equipment Operator or Groundman or Dispatcher position shall be filled according to Bargaining Unit seniority.
2. Vacancy(s) in any other positions subject to bidding shall be filled according to qualifications, past performance, experience, and seniority.

F. If no internal candidates.

1. In the event there are no interested candidates in the Electric Department for an advertised vacancy, the position will be posted city wide in the interest of providing advancement opportunities for other city employees.

2. The City may fill any vacant job in any classification not subject to bidding according to civil service laws and regulations. The City may, at its discretion, elect to fill a vacancy subject to bidding pursuant to civil service law when there is not a bid from at least one Bargaining Unit member qualified to fill the vacancy. When filling positions pursuant to this section, the City will not fill any position at a rank higher than the classification of B, Step A (where classifications are stratified as "A," "B," and "C") or 2, Step A (where classifications are stratified as "1," "2," and "3").

G. The qualifying or probationary period shall be up to 180 days. An employee who fails to qualify within 180 days shall move back to his prior classification or prior job status. Also, the City may disqualify an employee in less than 180 days and an employee may request to be returned to his prior classification within 180 days. Determination of whether an employee shall be disqualified shall be entirely at the discretion of the Superintendent so long as he/she acts in good faith.

H. The right to enforce this article in the contractual grievance procedure shall be in lieu of and shall supersede any right or remedy which otherwise might exist through civil service or court procedures.

#### Layoff and Recall

I. The City reserves the right to determine whether or not to lay off employees for lack of work, lack of funds, or the abolishment of jobs for reasons of economy and efficiency. However, the City shall not layoff any bargaining unit employee when outside contractors are performing non-emergency work on the City's property that is normally and customarily performed by the bargaining unit employees who would be laid off, and the City shall not employ outside contractors to perform any non-emergency work normally and customarily performed by bargaining unit employees while any bargaining unit employee who can do the same work is on involuntary layoff. Whenever the City decides to reduce the number of employees, the City shall give the Union thirty (30) days written notice of its intent to lay off, and shall, on request, meet with the Union thereafter to discuss alternatives, if any, to the layoff. If, after considering any alternatives proposed by the Union, the City decides to implement a layoff, then the procedure outlined in this Section shall be followed. The City shall determine the job classifications and the number of employees to be laid off. Classifications shall be those set forth in Appendix A.

J. Emergency, temporary, seasonal, student, casual, and part-time employees in affected sections shall be laid off before bargaining unit employees in the same section. As among bargaining unit employees, the order of layoff within affected

classifications in affected sections shall be: (1) initial hire provisional employees; (2) regular full-time employees who have not completed their initial probationary period; (3) other regular full-time employees. Within each of these groups, layoffs will be in reverse order of bargaining unit seniority within each classification.

K. A laid off employee shall be allowed to exercise bumping rights as follows:

1. Bumping shall be limited to bargaining unit classifications listed in Appendix A.
2. Bumping shall be limited to lower rated jobs which are in the employee's section, except that:
  - a) Any qualified employee may bump into a Lineman C, Substation Electrician/Meter C, Utility Man, Draftsman I, Stockkeeper I, or Equipment Operator or Dispatcher position.
  - b) Any employee may bump into an apprentice position.
  - c) An employee who has transferred from one section to another shall retain his seniority in section for a period of two years after transferring, and in the event of a layoff, if the employee remains qualified, he may bump to a position in the same or lower classification in his previous section, according to section seniority.
3. Sections for layoff purposes shall be:
  - a) Line
  - b) Substation/Meter
  - c) Purchasing and Drafting.
4. Bargaining Unit seniority shall determine whether an employee may bump into a classification in accordance with the above procedures, except that seniority in section will be used if an employee chooses to exercise his right to bump across sections in accordance with section K(2)(c) above. In the event there is a tie in seniority dates, then seniority shall be determined by the flip of a coin.

L. In the event an employee is laid off or not recalled in violation of this article, then the remedy shall be reinstatement with back wages less all interim earnings, including unemployment compensation and any other governmental benefit payments provided that an employee who does not timely exercise an appeal through the grievance process as provided herein shall be deemed to have waived any violation and the right to any remedy.

M. Each employee to be laid off shall be given advance notice of the layoff by the City. Such written notice shall be hand delivered to the employee at work or mailed, certified mail, to the last address on file with the City at least fourteen (14) calendar days before each layoff. Each notice of layoff or displacement (bumping), shall contain the following information:

1. The date of layoff or displacement (bumping) becomes effective;

2. The employee's seniority date in the bargaining unit;
3. The right of such employee to appeal through the Grievance Procedure by filing a grievance at Step 4, and the time within which to file an appeal (7 working days).
4. A statement advising the employee of the right to displace (bump) another employee and the length of time within which the employee may displace (bump) another employee (5 days).
5. A statement advising the employee of the right to recall or re-employment.

N. The names of persons who have been laid off shall be placed on layoff lists by the City, in order of seniority, in reverse order of procedure for layoff. Said layoff lists shall be maintained and any laid-off employee shall be eligible for recall/re-employment for three (3) years.

O. An employee on layoff will be given up to ten (10) working days notice of recall (from the date on which the City sends the recall notice to the employee) by certified mail to his/her last known address as shown on the City records. An employee who cannot return because of reasons which would qualify for sick leave must so advise the City within the ten (10) day period. The employee then shall be given an additional ten (10) working days to return if he/she reasonably can expect to return within that time. A laid off employee will be recalled to the first available job that he/she is qualified to perform in accordance with his/her seniority, except that the employee has no right to be recalled to a position with a higher rate than the position from which he was laid off. For the purpose of recall it shall be the employee's responsibility to have a current address on file with the City. An employee who fails to return to a full-time position in his/her section within the specified period shall waive all future recall rights, an employee may decline a part-time or seasonal position and retain his place on the recall list. If within the specified period, the employee notifies the City and establishes that sickness will prevent him from accepting the job, he may pass on the vacancy and stay on the recall list.

P. Recall lists shall be kept current by the City and posted on bulletin boards agreed to by the Union. The Union President shall be furnished and/or forwarded a copy of all recall lists, as they are made current by the City.

Q. Any laid-off or displaced (bumped) employee, or an employee claiming failure to recall may file an appeal of such action with the City by filing a grievance through the Grievance Procedure starting at Step 4. Such appeal must be filed no later than seven (7) working days after mailing or personal delivery of said written notice of layoff or bumping. The right to appeal through the grievance procedure is in lieu of and shall supersede any right the employee otherwise would have to appeal to the Civil Service Commission or court.

R. Prior to exercising its right to subcontracting bargaining unit work, the City will give the Union thirty (30) calendar days' notice, provided this notice shall not apply in cases of emergencies or where the City could be harmed by having to comply with the thirty (30) calendar days notice requirement. Upon request of the Union, the City shall meet with the Union representatives to discuss the subcontracting before expiration of the thirty (30) calendar days' notice.

**Article 35. Successor Clause**

The City agrees that should all or any portion of the Electric Department be sold or traded during the term of this agreement, and such sale or trade involves the transfer of bargaining unit members to the New Owner, the City shall require the New Owner, regardless of the New Owner's relationship to the City, to assume all legal obligations created by this agreement and to abide by all of the terms and conditions hereof for any bargaining unit members employed by the New Owner.

**Article 36. Administrative Leave**

The Director of Public Service may place any member on Administrative Leave when, in the exercise of her discretion, she determines it is in the best interest of the member or the City. Administrative Leave shall be leave with full pay and benefits and shall continue for a period determined by the Director of Public Service. Administrative Leave is not punitive or disciplinary in nature. A member on Administrative Leave shall not report for duty during the period of such leave. The City shall notify the Union within two (2) working days that a member has been placed on administrative leave.

**Article 37. Controlled Substances and Alcohol Testing**

The parties are committed to maintaining a safe, productive work environment at all City facilities and work sites, to safeguarding City property and personnel, and to maintaining member productivity.

**SECTION 1. ON-THE-JOB USE, POSSESSION, SALE, OR DISTRIBUTION**

The following are prohibited on City premises, on any City work site, or while on City work time:

- A. Possession of any non-medically prescribed controlled substances;
- B. Possession of an open container of alcohol in violation of federal, state, or local law or regulation;
- C. Use of non-medically prescribed controlled substances;
- D. Use of alcohol; or

E. Sale or distribution of controlled substances.

The term "work-site" includes City vehicles, the term "work-time" includes lunches, breaks, overtime, and any circumstances in which a member is representing the City.

Other action, including notification of appropriate law enforcement agencies, may be taken with respect to a member violating this policy.

SECTION 2. MEMBER IMPAIRMENT AND DRUG USE

Members are prohibited from being at work while under the influence of alcohol or non-medically prescribed controlled substances. Members shall advise their physicians that they drive commercial motor vehicles so that the physicians may advise the member whether any prescribed medication will adversely affect the member's ability to safely operate a commercial motor vehicle. In the event prescribed medication will adversely affect the member's ability to safely operate a commercial motor vehicle, the member shall provide his or her department head with a document from his or her physician that there is no appropriate medication which would not adversely affect the member's duty to safely operate a commercial motor vehicle, and the member shall provide a written release to return to work from their physician.

SECTION 3. TYPES OF TESTING

A. *Random Testing*

Members who, as a part of their job responsibilities, are or may be required to operate motor vehicles requiring a commercial driver's license, will be subject to random testing pursuant to the terms and conditions of the 1991 Omnibus Transportation Employee Testing Act (the Act) and the City of Cuyahoga Falls Alcohol and Controlled Substances Testing Policy for CDL Holders.

When the result of a drug test is positive, or an alcohol test is 0.04 or above, the member will be notified of the results. In such instance, the member will be given the opportunity to offer an explanation to the Medical Review Officer (MRO) for the positive results. In the absence of an explanation which is acceptable, as determined by the MRO, the member will be required to undergo evaluation by a Substance Abuse Professional (SAP) and will be required, as a condition of continued employment, to successfully participate in any counseling or treatment program as shall be recommended by the SAP. Failure to successfully complete the recommended program will constitute just cause for termination.

B. *Post-Accident Testing*

Post-accident drug and alcohol testing will be conducted whenever a vehicular accident occurs. A vehicular accident is defined as an unplanned, unexpected or

unintended event that occurs during the conduct of the City's business or during working hours, which involves City-supplied motor vehicles or motor vehicles that are used in conducting City business and is within the scope of employment.

*C. Reasonable Suspicion Testing*

Any member of the City who is personally observed, on duty, by at least two trained supervisors and/or management employees manifesting physical or behavioral symptoms, appearances, reactions, speech, or odors commonly associated with alcohol or controlled substance use or impairment shall be subject to testing. Reasonable suspicion testing may be based upon, among other things:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior;
- C. Arrest or conviction for a drug or alcohol related offense, or the identification of a member as the focus of a criminal investigation into illegal drug possession, use, or trafficking. The member is responsible for notifying the City immediately of any drug-related conviction.
- D. Information either provided by reliable and credible sources or independently corroborated source regarding a member's substance use.
- E. Newly discovered evidence that the member has tampered with a previous drug or alcohol test.

SECTION 4. IMPLEMENTATION OF ARTICLE

Upon its implementation, a copy of this article shall be provided to each member. Each member will be required to sign a receipt acknowledging receipt of the article.

SECTION 5. REVISIONS/AMENDMENTS TO THIS ARTICLE

The City reserves the right to from time to time revise this article; however no such revision shall be implemented or take effect prior to the Union being informed of such proposed revision and given an opportunity to negotiate a change pursuant to R.C. 4117.

SECTION 6. PAID TIME/PAID TESTS

All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the member's regular rate of pay, or at their overtime rate, if applicable. Any member who is not allowed to return to work while awaiting split sample test results will be compensated during the waiting period for all time

lost, including overtime, if the split sample test proves to be negative. The City shall pay all costs associated with the administration of alcohol and/or controlled substance tests; however, if the member chooses to be tested sooner, the member shall pay the cost if the test is positive. A member may, at his own cost, have a re-test at a laboratory of his choice, so long as the member proves the laboratory is certified under the regulations; however, the City shall only reimburse the member if the re-test is negative. In the event of a positive test for controlled substances or an alcohol concentration of 0.04 or higher under reasonable suspicion testing, the City will only compensate the member for all time lost, including overtime, if applicable up to the time the positive test result is verified by the MRO.

#### SECTION 7. DISCIPLINE AND POSITIVE TEST RESULT CONSEQUENCES

A. In the event of a positive drug test, management in its sole discretion may reduce the member's gross pay by 7% until such time as the member tests negative for drugs.

B. The first time a member is required by an SAP to participate in any counseling or treatment program, the member's health insurance coverage with the City may be used and sick leave may be used for counseling treatment, pursuant to the terms of this collective bargaining agreement. Donated sick leave may not be used.

The City reserves the right to impose progressive discipline at any time during the member's employment.

In the event a member is disciplined because of a positive test for controlled substances or an alcohol concentration of 0.04 or greater, unpaid time off will be credited as time served toward the total suspension imposed. The member is subject to mandatory drug and/or alcohol testing up to twelve (12) times per calendar year for controlled substances or alcohol, consistent with the positive test. For example, if a member tests positive for a controlled substance, then the mandatory testing will be for controlled substances; if a member's breath alcohol test is .04 or greater, then the mandatory testing will be for alcohol. Testing will be without warning by the City, for the remainder of his/her employment with the City. The cost of such follow-up testing shall be borne by the member for the first two years after the positive test result; thereafter, the City shall bear the cost of any follow-up testing.

C. The second time a member receives a positive test result or a breath alcohol test result of .04 or above, immediate termination will occur.

In the event the member is tested to have an alcohol concentration of 0.02 or greater, but less than 0.04 three or more times within a two year period:

1. The City will not allow the member to work;
2. The City shall send home the member without pay;
3. The City will not allow the use of sick leave; and

4. The City may impose discipline up to and including discharge against the member.

#### SECTION 8. FEDERAL REGULATIONS PREVAIL

To the extent that this article inconsistent or conflicts with the provisions or requirements of the Act and /or the regulations promulgated with respect thereto, the Act and such regulations shall control.

#### SECTION 9. MEMBER RIGHTS

In matters relating to items not specifically addressed by federal regulations, the member maintains the grievance and arbitration rights outlined under the collective bargaining agreement.

#### SECTION 10. RESERVATION OF RIGHTS

The City reserves the right to conduct testing on the basis of reasonable suspicion of every City member, whether or not a CDL holder, for alcohol and all controlled substances.

### **Article 38. Term of Agreement**

This agreement shall be in effect from July 1, 2015, to June 30, 2018. To initiate negotiations for a successor agreement, either party may give written notice to the other at least ninety (90) days prior to June 30, 2018.

To establish wages and other economic conditions of employment from July 1, 2016 through June 30, 2017, either party may reopen negotiations for economic reasons by submitting a request for modification of the contract under Ohio Revised Code §4117.14, anytime after January 1, 2016, but in no event later than the sixty (60) days prior to the desired effective date of the modification.

To establish wages and other economic conditions of employment from June 30, 2016 through June 30, 2018, either party may reopen negotiations for economic reasons by submitting a request for modification of the contract under Ohio Revised Code §4117.14, anytime after January 1, 2017, but in no event later than the sixty (60) days prior to the desired effective date of the modification, provided, however, that if wage rates for 2017 are agreed upon in a modification proceeding commenced in 2015, the contract shall not thereafter be reopened to adjust economic issues.

Article 39 of this Agreement shall apply to any impasse reached in modification negotiations under this Article only if the Union chooses to invoke it. If the Union does not choose to invoke Article 39, then all economic conditions shall remain as provided for herein, and the wage rates commencing on January 1, 2016 shall

remain in effect until a subsequent modification proceeding, or expiration of the contract.

**Article 39. Mutually Agreed Upon Factfinding and Conciliation for Negotiations**

The Union and the City agree that, in the event that the negotiating process ends at impasse and the parties are unable to agree to the final terms of a new collective bargaining agreement, then the parties will follow these guidelines:

1. The parties will submit the disputed issues first to a fact finder pursuant to R.C. 4117.14(C)(3) as the same may be amended from time to time.
2. If the parties are unable to reach a settlement using the fact-finding process then the parties agree that the final and binding step in the negotiation process shall be to submit the disputed issues to a conciliator pursuant to R.C. 4117.14(D) as the same may be amended from time to time.

IN WITNESS WHEREOF, the City of Cuyahoga Falls has caused this Agreement to be executed by its Mayor, and the Utility Workers Union of America, AFL-CIO Local 399 has caused this Agreement to be executed by its President and Secretary on this 1 day of January, 2016, pursuant to authority duly granted by the Council of the City of Cuyahoga Falls, Ohio.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

  
\_\_\_\_\_

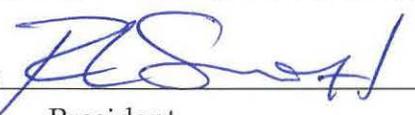
CITY OF CUYAHOGA FALLS,  
OHIO

By: 

Mayor Don Walters

  
\_\_\_\_\_

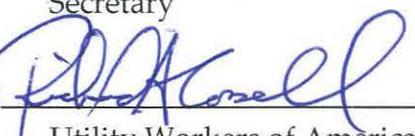
UTILITY WORKERS UNION OF  
AMERICA – AFL-CIO LOCAL 399

By: 

President

By: 

Secretary

By: 

Utility Workers of America

**Certificate of the Director of Law**

Approved as to form and correctness:



\_\_\_\_\_

Russ Balthis, Director of Law

Date: 1-1-14

**Certificate of the Director of Finance**

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligation under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.



\_\_\_\_\_

Bryan Hoffman, Director of Finance

Date: 1/28/14

**Memorandum of Understanding - OSHA TEAM**

This memorandum of understanding is entered into by and between the City of Cuyahoga Falls and Local 399 of the Utility Worker's Union of America, AFL-CIO. The Union and the City hereby agree as follows:

1. The Union and City recognize that the City has formed an OSHA/Safety and Health Team ("Team") to develop and implement safety programs for the City and its employees.
2. The Union has proposed that the safety of its members would be enhanced by the addition of a Union member to the Team.
3. The City hereby agrees that the Union may, at its option, appoint one UWUA member to the Team. This member will be available to attend all meetings of the Team and will report all safety information to the members.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

For the City:

For the Union:

\_\_\_\_\_  
Mayor Don L. Robart

\_\_\_\_\_  
President

## Appendix A – Consensus Memo

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### MEMORANDUM

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**TO:** HEALTHCARE COMMITTEE  
**FROM:** KEN JONES  
**SUBJECT:** CONSENSUS ITEMS  
**DATE:** JUNE 19, 2015

This memo is intended to summarize those items that we have come to a consensus on as a committee regarding the City of Cuyahoga Falls employee benefit program.

The following will be the health plans offered in 2016:

Plan	Current	HSA	PPO 700	PPO 200 W
Wellness Earn Back	N/A	Yes	Yes	Yes
Deductible	Embedded	Aggregate	Embedded	Embedded
Single	\$200	\$1,300	\$700	\$200
Family	\$400	\$2,600	\$1,400	\$400
Coinsurance	10%	10%	10%	10%
Out of Pocket Maximum				
Single	\$1,000	\$2,600	\$3,500	\$1,000
Family	\$2,000	\$5,200	\$7,000	\$2,000
Office Visit				
PCP	\$15	Ded/Coin	\$20	\$15
Specialist	\$15	Ded/Coin	\$30	\$30
ER Copay				
Emergency	\$50	Ded/Coin	*\$100 Copay	*\$100 Copay
Non Emergency	\$50	Ded/Coin	Ded/Coin	Ded/Coin
Rx Retail	\$5/\$20/\$30	Ded/Coin	\$5/\$20/\$50	\$5/\$20/\$50
Nexium Copay	\$20	Ded/Coin	\$350	\$350
\$0 Copay Program * *	\$5/\$20/\$30	Ded/Coin	\$0	\$0

**Plan highlights include:**

- All plans will be non-grandfathered
- HSA plan will have an aggregate deductible.
- All plans will have a wellness incentive earn back in the following amounts:
  - \$600 single and \$1,200 Family for the HSA and PPO 700
  - \$100 single and \$200 Family for the PPO 200
- Wellness incentives will be credited to an HSA for those enrolled in the HSA plan and a HRA for the PPO 700 and PPO 200 plans.
- \$0 Copay on Generic drugs in the following maintenance categories: Asthma, Diabetic Supply, Blood Pressure/Cholesterol
- All plans ACA compliant (including routine/preventive care at 100% no cost share)
- PPO Plan at maximum MOOP

### Contributions

The Committee has agreed to set contributions for 2016 to a percentage of budgeted healthcare costs. The budgeted healthcare costs include all costs in the Healthcare Internal Service Fund budget with the exception of Dental and Vision costs. The contribution below are based on monthly amounts and do not include the Section 125 pre-tax deductions. Contribution percentages have been agreed to be 0% for the HSA plan, 5% for the PPO 700 and 15% for the PPO 200. Based on the current trends and budgeted costs, we don't anticipate costs to exceed the amounts in the chart below. Should costs increase unexpectedly, the Committee will have the ability to address the factors increasing cost to maintain minimal increases.

<u>2016</u>	<u>HSA</u>	<u>PPO 700</u>	<u>PPO 200-W</u>
	<u>Contribution %</u>		
	0%	5%	15%
Single:	\$0.00	\$24.32	\$87.47
EE+SP	\$0.00	\$51.08	\$183.68
EE+CH/REN	\$0.00	\$46.22	\$166.19
Family:	\$0.00	\$72.98	\$262.40

Contributions cannot increase more than 25% per year.

### Dental

The Committee has agreed to keep the current dental benefits in place at the current levels. There was a consensus in looking into the option of adding a benefit rollover provision. The current dental benefit plan is as follows:

Deductible	<u>NETWORK</u>	<u>NON-NETWORK</u>
	Single	\$25
Family	\$75	\$75
Annual Maximum		\$1,000
Maximum Rollover		n/a
Preventive: Exams, X-Rays, Cleaning, Fluoride, Periodontics	100%	100% UCR
Basic: Fillings, Endodontics, Oral Surgery, Extractions	85%	85% UCR
Major: Crowns, Dentures, Fixed Bridgework, Implants	50%	50% UCR
Child Ortho (Age 19)		Not Covered
Ortho Maximum		Not Covered
Deductible Waived For		Preventive
Endodontics	85%	85%
Periodontics	100%	100%
Waiting Period		none
Dependent Age Limit		26/28
Network		DenteMax
Claim Basis	contract rate	90th percentile

NOTE: Effective 1/1/2016 the dependent age limit extension to age 28 will be eliminated.

**Vision**

The Committee has agreed to several changes for the vision plan outlined as follows:

- Offer a dual option:
  - Plan 1: Base Vision Plan with a plan design that mirrors the current Non Bargaining Plan Design. The plan would be 100% paid for by the Employer.
  - Plan 2: Buy-Up Vision Plan with \$0 copay for exam and lenses and improved copays for contact lenses and frames. Improved Lasik coverage if possible. The additional premium would be paid for 100% by the employee (equal to the difference in cost between the base vision plan and the buy-up vision plan).
  - All full-time employees would be eligible to participate.
  - The City will also provide assurances in writing to negotiate the Lasik Benefit when bargaining with the unions who do not currently have the Lasik benefit (i.e. 80% of cost reimbursed by City).

The new dual option offering will be quoted out as follows: Please note there may be some deviations based on the varying benefit provisions of the vision carriers.

	Proposed Plan				
	Base Plan		Buy-Up Plan		
	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	
Eligibility	All Full-Time Employees		All Full-Time Employees		
Contrib/Non-Contrib	Non-Contributory		100% EE Paid		
Network					
Frequency					
Exam		12		12	
Lens		12		12	
Frame		24		12	
Exam Co-Pay	\$10	\$40	\$0	\$40	
Lens Co-Pay	Single	\$15	\$30	\$0	\$30
	Bifocal	\$15	\$50	\$0	\$50
	Trifocal	\$15	\$70	\$0	\$70
Standard Progressive	\$80	\$50	\$65	\$50	
Premium Progressive (tiers)	\$100/\$110/\$125	\$50	\$85/\$95/\$110	\$50	
Frames Allowance**	\$150 plus 20% off balance over \$150	\$105	\$200 plus 20% of balance over \$200	\$140	
Contact Lenses (Disposable)	\$150 allowance	\$150	\$200 allowance	\$105	
Contact Lens Exam & Fitting	up to \$55	Included in the Contact Lens allowance	Up to \$55	Included in the Contact Lens allowance	
Lasik	15% or 5% off promotional price	n/a	15% or 5% off promotional price	n/a	
Notes	Premium Progressive lenses include different tiers based on the different qualities of the peripheral vision. Non Network reimbursement will be the lesser of the listed amount or the members actual cost. Contact Lens and Lenses to eyeglasses are subject to same 12 month frequency limit. Can purchase either or in a 12 month period, not both.				

### Spousal Waiver

- The Committee has agreed to continue the Spousal Waiver as it currently is offered through the City of Cuyahoga Falls (no changes to program). The current program is the greater of 2/7 of the single Cobra rate for the current plan year or any sum received by the spouse from the employer to decline coverage. The spousal surcharge will be in addition to the new rate tiers discussed under contributions.