



COLLECTIVE BARGAINING AGREEMENT

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Between

THE CITY OF EUCLID

And

TEAMSTERS LOCAL NO. 416

--

REPRESENTING INSPECTORS



Effective

JANUARY 1, 2015

Through

DECEMBER 31, 2017

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## AGREEMENT

This Agreement is entered into by and between the City of Euclid, hereinafter also referred to as "Employer" or "City," and the Teamsters Local No. 416, hereinafter also referred to as "Union." This Agreement, as set forth hereinafter, constitutes the sole and complete agreement of the parties.

### ARTICLE 1 – RECOGNITION

#### SECTION 1.1

The City of Euclid hereby recognizes the Teamsters Local No. 416 as the sole and exclusive bargaining representative for a bargaining unit composed of all regularly employed full-time employees of the City of Euclid employed as inspectors.

#### SECTION 1.2

Excluded from the unit shall be all management level employees, professional employees, confidential employees, supervisors and guards as defined by Ohio Revised Code Chapter 4117 including but not limited to the Chief Inspectors.

### ARTICLE 2 – BOOTS/UNIFORM

#### SECTION 2.1

Employees shall be required to purchase and maintain boots, uniform pants/shorts, and a jacket of a design and brand authorized by the Director.

#### SECTION 2.2

Each employee in the bargaining unit shall receive a boot/uniform allowance in each year of the contract as follows:

- 2015: \$1,000.00
- 2016: \$1,000.00
- 2017: \$1,000.00

The 2015 payment shall be made, without reduction or pro-ration, for employees of record on the date of this Agreement's execution and shall be paid no later than sixty (60) days following the date of this Agreement's execution. The 2016 and 2017 shall be made, without reduction or pro-ration, for employees of record on or before January 2<sup>nd</sup> and shall be paid on or before February 28<sup>th</sup> of each year.

ARTICLE 3 -- EMPLOYEE ACTIVITIES

SECTION 3.1

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

ARTICLE 4 -- GRIEVANCE PROCEDURE

SECTION 4.1

It is mutually agreed that all controversies and disagreements between the Employer and any of its employees in the bargaining unit, or the Union and the Employer, including differences as to interpretation of the terms of this Agreement, shall be settled in accordance with procedure herein provided.

STEP 1

An aggrieved employee shall present their grievance orally to their immediate supervisor within five (5) working days after the occurrence of the action giving rise to the grievance or within five (5) working days after the employee could reasonably become aware of the action giving rise to the grievance. The steward shall be called by the supervisor to attend and participate in all grievance discussions.

STEP 2

In the event the grievance is not settled between employee and the immediate supervisor within three (3) working days after it is presented, the grievance may then be submitted in writing by the employee or the steward to the supervisor for investigation and settlement. In the event the supervisor is unable to settle said grievance within five (5) working days, the Employer will so notify the employee and the Union steward. Any discussion of the grievance at this step with the employee will be held in the presence of the steward.

STEP 3

In the event the grievance is not satisfactorily settled in Step 2, then the grievance may be referred to a meeting scheduled between the Employer, Mayor or Acting Mayor, the grievant, the steward and the President or Secretary/Treasurer of the Union. The Employer shall render its answer within five (5) working days from the date of the meeting except in the case of discharge, wherein the answer shall be given within two (2) working days of such meeting. The decision of the Mayor or Acting Mayor shall be final and binding with respect to grievances for discipline involving an oral or written reprimand except in a grievance where a prior reprimand is used as a basis to apply progressive discipline, in which case the grievant will be allowed to challenge the prior reprimand(s) at arbitration.

STEP 4

Except for those grievances for which the decision at Step 3 is final and binding, if a grievance has not been settled satisfactorily in the above steps of the grievance procedure, the Union may, after approval from its Executive Board, and within thirty (30) calendar days, submit such grievance to binding arbitration; otherwise the grievance will be considered as having been settled. The Employer and the Union agree that if either party requests that a grievance be submitted to arbitration, within the time limit specified above, the parties will meet to attempt to mutually agree on an arbitrator. If such agreement is not reached, the parties will select an arbitrator from a permanent panel of three (3) arbitrators using the strike method. The permanent panel of arbitrators shall be mutually agreed-upon by the Employer and Union. The decision of the arbitrator shall be final and binding on both parties.

No arbitrator shall have the power to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto.

The cost of the arbitrator under this grievance procedure shall be borne equally by the Employer and the Union.

#### SECTION 4.2

Except as provided for appeals to arbitration, if a grievance is not appealed from any step to the next within five (5) working days after the Employer or its representative has rendered its decision, it shall be considered settled on the basis of the Employer's answer.

#### SECTION 4.3

The time limits provided in the grievance procedure may be extended in any step by mutual agreement of the representatives involved in each step. Requests for extension of time by either party shall be presented, in writing, to the other party. Each request shall be made for a definite number of days and shall be presented before the time allowed in each step has expired.

#### SECTION 4.4

No employee shall have the right individually to institute or process any action or proceeding with references to any dispute, complaint, controversy, claim or grievance, or to initiate or compel arbitration if the Union fails or refuses to initiate or proceed with arbitration except as provided in Steps 1, 2 and 3 of the above Grievance Procedure.

#### SECTION 4.5

The procedure set forth in this Article shall be the exclusive method of redressing grievances between the parties and decisions of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer and the employees. It is clearly understood that at any stage in the grievance procedure the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further, if, after a reasonable and

fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement, or (2) has been settled or adjusted in a fair and equitable manner.

## ARTICLE 5 – SENIORITY

### SECTION 5.1

For employees in the bargaining unit prior to January 1, 2006, seniority shall be based upon continuous service within the department, compiled by time actually spent on the payroll, plus properly approved absences or time laid-off, sick leave, or time in military service. If there is a tie in seniority, the employee with the longer continuous service with the City shall have seniority.

### SECTION 5.2 PROBATIONARY EMPLOYEES

Probationary employees, as described in Article 9 shall be without seniority for the duration of their probation, and any extensions thereof. Upon successful completion of their probation, such employee shall be entered onto the seniority list as of the first day of employment in that position.

### SECTION 5.3

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

### SECTION 5.4 RECALL

- (a) Employees laid off shall, in the event a vacancy occurs in the bargaining unit, be eligible for recall for a period of one (1) year from the date of layoff. Recall shall be in reverse order of layoff, and secondarily in order of seniority. The existence of a vacancy in the bargaining unit shall, for purposes of this Section, be determined by the City.
- (b) Employees to be recalled after layoff shall be notified in writing by certified mail at his/her last known address to report back to work and the employer shall send a copy to the Union, in writing, at the time of recall.
- (c) Failure of an employee to report to work within ten (10) days from the date of receipt of the recall notice shall cause loss of employment rights and, thereafter, such person will not have employment preferences over workers who have not previously been employed by the employer.

### SECTION 5.5

- (a) Seniority shall prevail in the promotion and transfer of employees, provided the factors of skill, knowledge and ability to perform the required job duties are relatively equal.

- (b) This subsection 5.5 shall not prohibit the employer from hiring a new employee for a job requiring such other skilled work as employees with seniority do not possess to the extent necessary to perform the duties competently, after first posting for five (5) days said position for bidding by employees of this unit.

#### ARTICLE 6 – VACANCIES

Whenever a vacancy occurs within the bargaining unit and such vacancy is not filled through recall of a bargaining unit employee from a layoff list as provided in Section 5.4 of this Agreement, notice of such vacancy shall be posted by the City for a period of no less than one (1) week.

#### ARTICLE 7 -- COMPENSATION

##### SECTION 7.1:

Employees of the bargaining unit shall receive the following scheduled rate increases (the hourly wage rate is set forth in Exhibit A):

- Retroactive to January 1, 2015: 1.5%
- Effective January 1, 2016: 2.0%
- Effective January 1, 2017: 2.0%

##### SECTION 7.2:

Any bargaining unit member who possesses a valid Commercial Building, Electrical Safety Inspector, or Commercial Plumbing license shall receive a license premium at the rate of \$1,750.00 per license per year; any bargaining unit member who possesses a valid Mechanical, Residential Building Inspector, or Residential Plumbing license shall receive a license premium at the rate of \$1,250.00 per license per year. All license premiums shall be paid as follows:

- Employees shall be paid one-half (1/2) of their total license premiums, based on the licenses he/she possesses on May 31 of each year, by no later than June 30 of each year (for the 2015 payment, this amount shall be offset by any hourly license premiums an employee has received in 2015).
- Employees shall be paid one-half (1/2) of their total license premiums, based on the licenses he/she possesses on November 30 of each year, by no later than December 31 of each year.

##### SECTION 7.3:

Original employment to any position or job defined shall be made at a minimum rate and

upon completion of the probationary period described in Article 9 he/she shall advance to the salary designated in Exhibit A for the position hired. For purposes of this Section, the minimum rate shall be defined as the position's regular hourly rate, as designated in Exhibit A, reduced by One Dollar (\$1.00) per hour.

## ARTICLE 8 -- HOURS OF WORK

### SECTION 8.1

The normal work week for all employees in the bargaining unit shall average forty (40) hours, as scheduled by the Manager. Employees shall work between 8:30am and 5:00pm, unless otherwise approved by the Manager. The Manager has the authority to allow earlier start/end times, per his/her discretion. Work schedule changes, if allowed by the Manager, shall be made in preference of seniority.

### SECTION 8.2 OVERTIME

- (a) In an emergency, reasonable periods of overtime work may be required to meet operational requirements for efficient operation of Employer's facilities and services. Employees requested to work overtime shall not refuse except for reasons of health, safety, or other reasonable causes. Repeated refusal by any employee to accept emergency overtime work may result in disciplinary action by the Employer, pursuant to the rules and regulations attached hereto and incorporated herein by reference.
- (b) Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate for work in the excess of forty (40) hours per week. Employees may work overtime only with the approval of the Manager. Employees shall not have the option of receiving compensatory time in lieu of overtime pay. Sick, vacation, holidays and compensatory time, if any, shall not be counted for purposes of computing overtime.

## ARTICLE 9 -- PROBATIONARY PERIOD

### SECTION 9.1

After initial appointment, an employee shall be considered probationary until ninety (90) calendar days after completion of any and all required training. Such probationary period may be extended for reasonable amounts of time at the discretion of the employee's Director.

### SECTION 9.2

An employee who is in his/her probationary period after initial appointment may be disciplined or terminated at the discretion of the employer, without recourse to the Grievance Procedure, and shall not accumulate seniority except as provided in Section 5.2 of this Agreement.

## ARTICLE 10 – HOLIDAYS

### SECTION 10.1

The twelve (12) days set forth in Exhibit B attached hereto are hereby declared paid holidays for the employees of the bargaining unit.

### SECTION 10.2

If any of the twelve (12) regular holidays outlined in Exhibit B falls on a Saturday, the Friday immediately preceding shall be celebrated as the holiday. If any such holiday falls on a Sunday, the Monday immediately succeeding shall be celebrated as the holiday. Employees shall not be paid for a holiday when absent by reason of an authorized absence on such day.

### SECTION 10.3

In addition to the twelve (12) holidays outlined in Exhibit B, each bargaining unit member hired on or before December 31, 2012, shall be entitled to receive five (5) personal days off with pay. Bargaining unit members hired on or after January 1, 2013, shall be entitled to receive three (3) personal days off with pay. Personal days off may be taken at any time during the calendar year with the approval of the Director.

## ARTICLE 11 – VACATIONS

### SECTION 11.1

Each full-time member of the bargaining unit shall be entitled to vacation of a duration in accordance with the attached Exhibit C. Vacation pay shall be at the employee's regular hourly rate.

### SECTION 11.2

"Years of service," for purposes of this Section, shall mean continuous, uninterrupted service, except that authorized leave or a layoff of less than twelve (12) months shall not be considered an interruption of service.

### SECTION 11.3 VACATION SCHEDULING

The Union shall submit a written, detailed description, consistent with past practice, by which an employee shall schedule vacation time in advance with the approval of his/her Department Head. Nothing herein shall prohibit the employer from canceling or rescheduling an employee's vacation, if the operational needs of the affected department so require. It shall be the responsibility of each Department Head to keep appropriate records of vacation leave earned, scheduled and taken by employees in their respective departments.

## ARTICLE 12 -- SICK LEAVE

### SECTION 12.1

Each full-time employee of the City shall be entitled to sick leave of one and one-fourth (1.25) work days with pay for each completed month of service. Each full calendar month of service shall be deemed a completed month of service.

### SECTION 12.2 UNUSED SICK LEAVE

Unused sick leave shall be unlimited in its accumulation, subject only to the Ohio Revised Code relative to such sick leave.

### SECTION 12.3 ACCUMULATION - SICK LEAVE DURING AUTHORIZED ABSENCES

Employees absent from work on authorized holidays, during sick leave, vacation, disability leave, or on special leave of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty.

### SECTION 12.4 ALLOWANCE OF SICK LEAVE

An employee eligible for sick leave with pay may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, or an illness in the employee's immediate family. An employee on sick leave shall inform his/her immediate supervisor of the fact and the reason therefore as soon as possible, and failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of absence. Employer recognizes that an employee may utilize sick leave for the purpose of participating in the Union's Annual Blood Drive.

### SECTION 12.5 FRACTIONAL DAYS

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

Sick leave, with pay, in excess of three (3) consecutive working days for reason of illness or injury, shall be granted only after presentation of a written statement by a reputable health care provider certifying that the employee's conditions prevented him/her from performing the duties of his/her position. If the illness or injury continues more than seven (7) calendar days, written reports from the physician must be presented. Any employee fraudulently obtaining sick leave, or Supervisor falsely certifying sick leave allowances for absence from work for other reasons, maybe suspended, dismissed, or prosecuted.

### SECTION 12.7 SICK LEAVE CREDIT

An employee who is laid off from his/her position for reasons that are not discreditable to him/her may, if re-appointed within twelve (12) months, have available for his/her necessary use

any unused sick leave existing at the time of his/her layoff. An employee who transfers from one position to another, or from another public agency in Ohio within twelve (12) months, shall be credited with the unused balance of his/her accumulated sick leave, but not in excess of the accrual limit effective for employees of the City of Euclid.

#### SECTION 12.8 RETIREMENT AND DEATH BENEFIT

In the event a full-time employee of the bargaining unit dies while employed by the City, or retires from the City, he/she or his/her estate, is entitled to be paid for said employee's unused sick leave, up to one hundred fifty (150) days, at the rate of eight (8) hours per day, plus twenty dollars (\$20.00) per day in excess of the one hundred fifty (150) days of his/her accumulated sick leave, upon retirement or death.

### ARTICLE 13 -- DISABILITY LEAVE

#### SECTION 13.1

Any employee absent as the result of a job-related illness or injury and who receives compensation under the Workers' Compensation Law of the State of Ohio shall receive only that portion of his regular salary at the time the injury is sustained. In the event that time off from work is required, they may be offered Salary Continuation in lieu of other forms of compensation under the Workers' Compensation Law, provided the City's procedures for injury reporting, compliance and documentation are followed. This documentation will include, but not limited to, completing a City accident/injury by end of day/end of shift, or as soon as practicable if extenuating circumstances prevent the employee from complying with the filing requirement. This report will be filed with Human Resources, as well as the person's direct manager and/or Department Head. All cases will be dealt with on an individual basis, and the City's decision on each case will be made without prejudice or precedence.

#### SECTION 13.2

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

#### SECTION 13.3

The Employer's payment to an employee under Section 13.1 shall continue during the time the employee is receiving payments under the Workers Compensation Law, but in no event for more than six (6) months from the date of injury. Thereafter, any employee unable to return to work may, at his option, use his accrued sick and vacation leave. If an employee is unable to return

to work or if he could demonstrate a need for a further leave of absence, with or without pay, for a period not to exceed three (3) years. At the completion of the leave, the employee shall be permitted to return to active duty without any loss of seniority.

## ARTICLE 14 -- MILITARY LEAVE

### SECTION 14.1

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

- (a) the difference between their gross monthly wages as an employee of the City and their gross monthly military wages; or
- (b) five hundred dollars (\$500.00).

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

### SECTION 14.2

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

## ARTICLE 15 -- BEREAVEMENT LEAVE

### SECTION 15.1

A bargaining unit member who suffers the loss of a member of their immediate family, as defined herein, shall be granted three (3) consecutive days of paid bereavement leave.

### SECTION 15.2

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

ARTICLE 16 -- JURY AND WITNESS DUTY LEAVE

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

ARTICLE 17 -- FAMILY AND MEDICAL LEAVE

SECTION 17.1

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

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

ARTICLE 18 -- SPECIAL LEAVE

SECTION 18.1 AUTHORIZATION BY MAYOR

The Mayor may authorize special leaves of absence with or without pay for any period or periods not to exceed three calendar months in any one calendar year.

SECTION 18.2

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

ARTICLE 19 -- UNAUTHORIZED ABSENCE

Any bargaining unit member who fails to notify the appropriate supervisor or obtain the proper authorization as required by any of the provisions of this Agreement, or takes leave for

purposes not permitted herein, shall be considered absent without leave. All persons absent without leave shall not be paid for the period of their absence and shall be subject to discipline.

## ARTICLE 20 -- EXPENSE REIMBURSEMENT

### SECTION 20.1

In the event a bargaining unit member is required to use his/her personal motor vehicle, and such use is approved in advance by their immediate supervisor, such bargaining unit member shall be entitled to submit a statement for reimbursement of expenses within thirty (30) days. Such reimbursement shall be at the rate set by the Internal Revenue Service on January 1 of such year and shall be considered to be total reimbursement for all vehicle-related expenses.

### SECTION 20.2

The City will reimburse the B.O.C.O.N.E.O. membership fee for any bargaining unit employee holding a state issued license. If a bargaining unit employee passes the test to obtain a license of the type for which he/she would be entitled to a license premium under Section 7.2 of this Agreement, the City shall reimburse the employee for the ICC books and test fee associated with the test. No other course, fees, or dues will be reimbursed without approval from the Manager.

## ARTICLE 21 -- GROUP LIFE INSURANCE

The City shall provide \$50,000.00 of life insurance protection for each member of the bargaining unit. The City shall pay 100% of the premium.

## ARTICLE 22 -- CONTINUOUS SERVICE

All shall be entitled to an annual Continuous Service Payment. Continuous Service Payments shall be paid on or about December 23rd of each year. Continuous Service Payments shall be paid in accordance with the following schedule:

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

In no event shall any employee be entitled to a Continuous Service Payment in excess of Three Hundred Fifty Dollars (\$350.00). No payment due under this provision shall be reduced for any year in which the employee retires, is terminated or laid-off.

## ARTICLE 23 -- HEALTH BENEFITS

### SECTION 23.1

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

### SECTION 23.2

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

### SECTION 23.3

The employer shall make available a "125 Plan" permitting employees the option to declare pre-tax dollars be committed and made available to provide health care and associated benefits for the employee and dependent family members if any. It is the employer's responsibility to obtain IRS approval and provide employees with any limitations expressed by the IRS.

The employer further agrees to pay the administrative fee for those employees participating in the "125 Plan."

### SECTION 23.4

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

### SECTION 23.5

Each full-time employee of the bargaining unit shall have the option of participating in a group dental plan and a group vision plan, on either an individual or family basis. For 2015, the Employer shall be solely liable for the payment of the premiums necessary to provide either individual or family coverage for the employees of the bargaining unit, subject to the employees being solely liable for the payment of any deductibles or co-payments, required under this plan. For 2016, the employee shall contribute 10% of the COBRA rates established on 12/1/2015 and for 2017 the employee shall contribute 15% of the COBRA rates established on 12/1/2016 subject to the employees being solely liable for the payment of any deductibles or co-payments, required under this plan.

### SECTION 23.6

In regard to this Article (including Exhibit F), the City agrees that it will not enter into any written or oral agreement with any other bargaining unit that provides more favorable costs or coverage than those contained herein.

## ARTICLE 24 -- GENERAL SAFETY PROVISIONS

### SECTION 24.1

The Employer may reasonably make provisions for the health and safety of the full-time employees in all the various departments in the City of Euclid. Employees in the bargaining unit will be provided with boot covers and spray to prevent transport of lice, ticks, bed-bugs, and other recognized hazards.

### SECTION 24.2 SAFETY COMMITTEE

A Safety Committee shall be appointed by the Mayor, consisting of three (3) members as follows: (1) one member of the bargaining unit; (2) one member of the Employer's Insurance Department; and (3) one member from the Employer's Administrative Staff.

### SECTION 24.3 DUTIES OF THE SAFETY COMMITTEE

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

## ARTICLE 25 — EMPLOYEE RIGHTS

### SECTION 25.1 REPRESENTATION

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

### SECTION 25.2

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

### SECTION 25.3

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

#### SECTION 25.4

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

### ARTICLE 26 -- EMPLOYER'S RIGHTS

#### SECTION 26.1

The Union recognizes that the City shall have the right to run the City and take any action it considers necessary and proper to effectuate any management policy express or implied, except as expressly limited under this Agreement. Nothing in this Article shall be construed to restrict or to limit any management authority.

#### SECTION 26.2

Except as limited under this Agreement, the management rights include, but are not limited to, the right: to manage and direct employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, reprimand, suspend, discharge, or discipline; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to privatize or subcontract services; to determine the City's goals, objectives, programs and services, and to utilize personnel in a manner determined by the City to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty or to transfer employees among City sites or between jobs; to promulgate and enforce work rules, City orders, policies and procedures; to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime and the amount of overtime required; to determine the City's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the location of computers, satellites, and other facilities and equipment of the City; and to do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the administration.

#### SECTION 26.3

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

ARTICLE 27: -- UNION BUSINESS

SECTION 27.1

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

SECTION 27.2

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

SECTION 27.3

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

SECTION 27.4

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

SECTION 27.5

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

SECTION 27.6

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

### SECTION 27.7

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

### SECTION 27.8

A. All bargaining unit employees who are not members in good standing of the Union shall, as a condition of employment, be required to 1) pay a fair share fee to the Union or 2) pursuant to Section 4117.09(c) of the Ohio Revised Code, pay an amount equal to the fair share fee to a nonreligious charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code. All such fees shall be required to be paid effective sixty one (61) calendar days from the employee's date of hire or the date of execution of this Agreement, whichever is later.

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

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

### SECTION 27.9

Employees who revoke authorization for dues deduction pursuant to Section 27.4 of this Agreement, shall be immediately required to pay the fees set forth in Section 27.8(A) of this Agreement.

## ARTICLE 28 – DISCIPLINE

### SECTION 28.1

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

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

- (1) Verbal Warning and Cautioning

(2) Written Reprimand

(3) Suspension

(4) Discharge

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

#### SECTION 28.2 VERBAL WARNING AND CAUTIONING

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

#### SECTION 28.3 WRITTEN REPRIMAND

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

#### SECTION 28.4 SUSPENSION

If the employee continues to violate rules in which he/she has previously received a written reprimand, if different violations occur after receipt of previous written reprimands, or if the situation warrants more serious action, an employee may be suspended from duty without pay, subject to Section 28.1. Prior to any suspension an employee will receive a pre-disciplinary hearing from his/her Director. Upon notice of a violation of the work rules that may warrant a suspension, the employee's immediate supervisor will notify the Director of the situation. The Director will initiate an investigation of the incident. If the investigation reveals that a suspension may result, the Director will notify the employee in writing that a pre-disciplinary hearing will be held with the Director at a designated time and place. The notification will outline the possible rule violations that have occurred. The employee has the option to meet privately with a Union representative before the conference and have the Union representative attend the conference with him/her and speak on the employee's behalf. At the conference the employee will be given the opportunity to explain the situation and give reasons for his/her conduct. At the conclusion of the conference, the Director has three (3) working days in

which to notify the employee and the Union President of any suspension. The employee will receive a written letter indicating the disposition of the charged violations and the length of the suspension without pay. The letter shall describe in detail the reason or reasons for which the employee has been suspended. Any suspension shall be for a specific number of consecutive days on which the employee would have been regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of the suspension only. A copy of said letter will be placed in the employees file and will be forwarded to the Personnel office and the Civil Service Commission.

#### SECTION 28.5 DISCHARGE

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

#### SECTION 28.6

Each disciplinary action shall remain effective in the employee's personnel file for twenty-four (24) months after the date of its issuance.

#### ARTICLE 29 -- TIME CLOCKS

Employees of the bargaining unit may, at the option of the City, be required to register their attendance at work, including the taking and return from authorized breaks, through use of a time clock.

#### ARTICLE 30 -- RESIDENCY QUALIFICATIONS

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

#### ARTICLE 31-- PHYSICAL AND AGE REQUIREMENTS

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

#### ARTICLE 32 - DRUG AND ALCOHOL TESTING

#### SECTION 32.1 POLICY STATEMENT

Both the City and the Union recognize that Alcohol and Drug Abuse are threats to the Public

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

#### SECTION 32.2 JOB SECURITY

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

#### SECTION 32.3 CONFIDENTIALITY

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

#### SECTION 32.4 DISCLAIMER

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

#### SECTION 32.5 BASIS FOR TESTING

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

1. Where there is reasonable suspicion to believe that the employee is under the influence of, or their job performance is impaired by, either Alcohol or Drugs. Such reasonable suspicion must be based on objective facts or specific circumstances found to exist that present a reasonable basis to believe that the employee is under the influence of, or is using or abusing, Alcohol or Drugs. Examples of reasonable suspicion may include, but are not limited to, poor work performance, high level of sick time usage, unusual behavior or actions, involvement in an on-the-job accident resulting in personal injury or property damage, or involvement in a traffic accident while operating a City vehicle, where circumstances raise a question

concerning the existence of Alcohol use or Drug abuse by the employee. The listing of these examples are not intended to exclude other situations that may give rise to reasonable suspicion of being under the influence of, or using or abusing, Alcohol or Drugs.

2. Where an employee is involved in a motor vehicle collision while driving a City-owned vehicle or while driving any vehicle in the course of performing his/her work duties.
3. After participation in an Alcohol or Drug abuse rehabilitation program, an employee shall be required to undergo three (3) urine tests, within the one (1) year period starting with the employee's completion of the program.

#### SECTION 32.6 ORDER FOR TESTING

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

#### SECTION 32.7 TESTING PROCEDURES

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

### ARTICLE 33 – PERSONNEL

All employees of the bargaining unit shall be assigned to the classification of Inspector. A detailed job description of the classification is attached hereto as Exhibit D.

### ARTICLE 34 -- SUB-CONTRACTING/PRIVATIZATION

The City shall have the right sub-contract and/or privatize work customarily performed by employees of the bargaining unit 1) if no employee is qualified and licensed to perform the work; or 2) after the City provides the Union twenty-four (24) month notice of its intent to sub-contract and/or privatize the work.

ARTICLE 35 -- LEGAL REFERENCES

This Agreement is subject to all applicable and existing or future laws or regulations of the United States and the State of Ohio, including applicable and existing or future laws or regulations of the City of Euclid. Should any part of this Agreement be invalid by operation of law existing or promulgated in the future, or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written notice by either party, the parties to this contract shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this contract by good faith negotiations

ARTICLE 36 -- TERM OF CONTRACT

This Agreement shall be effective January 1, 2015 and shall remain in effect until December 31, 2017.

ARTICLE 37 -- COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto, being the City of Euclid and Teamsters Local No. 416, hereby execute this Agreement on this 22 day of June, 2015.

TEAMSTERS LOCAL NO. 416

  
By: Nick "Sonny" Nardi, President

CITY OF EUCLID

  
By: Bill Cervenik, Mayor

APPROVED AS TO FORM:

  
By: Chris Frey, Director of Law

Execution of this Agreement by the City of Euclid has been authorized by the Euclid City Council by Resolution No. 94-2015, passed on the 15<sup>th</sup> day of June, 2015.

**EXHIBIT A**

**Wage Table**

Effective January 1, 2015, the following wage schedule shall apply to all bargaining unit employees:

- Effective January 1, 2015 (Retroactive): \$23.09
- Effective January 1, 2016: \$23.55
- Effective January 1, 2017: \$24.02

## **EXHIBIT B**

### **Holidays**

The following shall be designated holidays for bargaining unit employees:

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

## EXHIBIT C

### Vacation Duration

- (a) Each full-time bargaining unit member may take up to two (2) weeks of vacation, with pay, after completion of his/her first year of service and each year thereafter.
- (b) Each full-time bargaining unit member who has completed five (5) years of continuous service may take up to three (3) weeks of paid vacation per year.
- (c) Each full-time bargaining unit member who has completed ten (10) years of continuous service may take up to four (4) weeks of paid vacation per year.
- (d) Each full-time bargaining unit member who has completed fifteen (15) years of continuous service may take up to five (5) weeks of paid vacation per year.
- (e) Each full-time bargaining unit member who has completed twenty (20) years of continuous service may take up to six (6) weeks of paid vacation per year.
- (f) Steps D and E of this Section shall not apply to those members of the bargaining unit hired on or after January 1, 2013. For those members, Steps A, B and C shall provide the entire scope of Vacation — Duration.

## EXHIBIT D

### Inspector Job Description

**Job Title:** Inspector (26)  
**Department:** Public Service – Building and Housing  
**Status:** A. Classified. B. Non-exempt - FLSA.

**Job Summary:** Responsible for the inspection and the enforcement of the local ordinances and state code relating to residential, commercial and industrial units in the City. Works under the immediate direction of the Public Service Director, Housing Manager, or designee.

**Job Duties:**

- Perform field inspections of new and existing buildings for conformance to local codified ordinances and state code provisions.
- Observe building conditions and issue correction notices to responsible parties.
- Inspect and approve building permit compliance, as Ohio license certifications allow
- Obtain evidence, documentation and prepare non-compliance reports.
- Maintain inspection records, follow up as needed.
- Communicate with and inform building owners, contractors, residents, City staff and officials; respond to complaints and requests.
- Testify in court as prosecution witness.
- Perform other related duties as required.

(The description above represents the most significant duties of this position but does not exclude other occasional work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.)

**Work Environment:** Light work (exerting up to 20 lbs of force occasionally) indoor/outdoor. Subject to hazards: moving mechanical parts, electric current, water, chemicals; atmospheric conditions: fumes, odors, dusts, gases. Physical activity: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking and feeling.

**Requirements:** High school diploma or equivalent.  
Property Maintenance Inspector certificate issued by the OBBS.  
Valid driver's license with acceptable driving record.  
Experience in one or more of the building trades, construction, or related experience.  
Ability to express or exchange ideas and instructions accurately and clearly.  
Commercial Building Inspector, Residential Building Inspector, Electrical Safety Inspector, Plumbing Inspector and Mechanical Inspector licenses issued by OBBS preferred.

The City of Euclid does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

Revised June 2, 2015.

## EXHIBIT E

### Work Rules

1. Employees shall be courteous and helpful in all dealings with the public.
2. Employees shall notify their supervisor of any and all absences from work. It is the responsibility of the employee to notify the supervisor no later than thirty (30) minutes after the start of the work day of the absence. For purposes of this disciplinary rule, any failure by the employee to be at his/her assigned job will be considered an absence from work including, but not limited to, the failure to arrive on time at the start of his/her scheduled shift, the failure to timely return from an authorized break, starting a break before the authorized time, or leaving work before the end of one's shift.
3. Employees shall not sleep during working hours.
4. Employees shall not leave work during regular working hours without proper authorization from their supervisor.
5. Employees shall not use any City equipment or property for their personal use.
6. Employees shall not report for work or work while unfit for duty. The term "unfit for duty" includes but is not limited to reporting for work under the influence of alcohol or other intoxicating substances, including drugs and prescription medications.
7. Employees shall use reasonable care in the use or operation of City property or equipment.
8. Employees shall immediately report all accidents, injuries or equipment damage to their supervisor.
9. Employees shall cooperate in all investigations of accidents.
10. Employees shall not give false testimony during a complaint or grievance investigation or a pre-disciplinary hearing or any other official hearing or any investigation.
11. Employees shall observe and follow all Departmental rules.
12. Employees shall not obligate the City for any expense, or make verbal promises of service or performance, without authorization.
13. Employees are prohibited from posting or removing any written or printed notices or signs from bulletin boards without authorization.
14. Employees shall treat all supervisors and co-workers in a polite and respectful manner and shall not use abusive or profane language.

15. Employees shall maintain all required standards of performance as set by the supervisors.
16. Employees shall not possess, sell, purchase or use un-prescribed controlled substances or alcohol at work.
17. Employees shall not perform private work on City time or use City equipment or supplies for non-City work.
18. Employees shall not be absent from work without leave.
19. Employees shall not threaten, intimidate, coerce or interfere with supervisors or co-workers.
20. Employees shall observe and follow all official safety rules and practices.
21. Employees shall not wantonly or willfully neglect to perform assigned duties nor abuse or deliberately destroy City property or equipment or any property of co-workers.
22. Employees shall not sign or alter other employees' time cards or sign in sheets or improperly alter their own.
23. Employees shall not make false claims or misrepresentations in an attempt to obtain any City benefit.
24. Gambling is prohibited during working hours or on City property.
25. Fighting is prohibited during working hours or on City property.
26. Employees shall not carry or possess firearms, explosives or weapons on City property or on City time, unless specifically required by his/her supervisor.
27. Employees shall not misuse or remove City records or information without prior authorization.
28. Dishonesty or any dishonest act is prohibited. Examples of what is meant by "dishonesty" or "dishonest act" are: theft; pilfering; opening other employees' desks without authorization; making false statements to secure an excused absence or to justify an absence or tardiness; making or causing to be made inaccurate or false reports concerning any absence from work. The foregoing are examples only and do not limit the terms "dishonesty" and "dishonest act".
29. Employees shall not be insubordinate by refusing to perform assigned work or by failing to comply with written or verbal instructions of the supervisors.
30. Employees are expected to wear proper attire to work in order to promote a neat and professional appearance to the public. Revealing or athletic clothing is not permitted since it does not project a neat, professional appearance. Proper attire shall be determined solely at the discretion of the employee's supervisor and/or Director.

31. Abuse of sick leave shall be grounds for disciplinary action. Abuse of sick leave shall be defined as the unauthorized use of sick leave or use without good and reasonable cause which shall be evidenced by a pattern of calling off sick on Fridays, Mondays and days immediately preceding or following scheduled holidays, vacations, and personal days.
32. All employees who are off on sick leave for more than three consecutive days may not return to work without first supplying their immediate supervisor or Director with a doctor's excuse explaining the absence.
33. Employees may not engage in outside private employment without first obtaining written approval from their Director and/or the Mayor.
34. All employees are required to notify the Personnel Office and their Director of any changes to their residence address and telephone number.
35. The conviction of any employee of a felony may result in immediate dismissal regardless of whether the underlying offense occurred during working hours.
36. The conviction of any employee of a misdemeanor offense may result in disciplinary action up to and including discharge regardless of whether the underlying offense occurred during working hours.
37. Misfeasance or malfeasance in office are grounds for disciplinary action. An example of "misfeasance" or "malfeasance" is the failure, whether by commission or omission, to properly discharge the duties of the employees' position whether or not such failure is intentional or not.
38. Incompetency, inefficiency and neglect of duty are grounds for disciplinary action up to and including discharge.
39. Repeated refusal to work overtime.

## EXHIBIT F

### Health Care Plan Designs

	DEDUCTIBLE	CO-INSURANCE	OFFICE CO-PAY	ER CO-PAY	RX RETAIL CO-PAY	RX MAIL ORDER CO-PAY	OUT-OF-POCKET MAX
<b>TRADITIONAL</b>							
1/1/15-3/3/15	\$200/\$300	100%	\$20	\$60	\$5/\$12/\$25	\$5/\$12/\$25	0
4/1/2015	\$250/\$500	90%	\$15/25	\$75	\$5/\$25/\$40	\$10/\$50/\$80	\$625/\$1250
2016	\$250/\$500	90%	\$15/25	\$75	\$5/\$25/\$40	\$10/\$50/\$80	\$750/\$1500
2017	\$250/\$500	90%	\$15/25	\$75	\$5/\$25/\$40	\$10/\$50/\$80	\$750/\$1500
<b>BASIC</b>							
2015-2017	\$2000/\$4000	100%	after deductible 100%	after deductible 100%	after deductible 100%	After deductible 100%	\$2000/\$4000
<b>METRO HEALTH</b>							
SELECT	0	100%	\$10	\$75	\$3/\$10/\$25	\$6/\$20/\$50	0
2015-2017							

### Monthly Health Care Premiums

Plan.	Tier	2015		2016			2017		
		Without wellness	With employee wellness	Without wellness	With one wellness participant	With two wellness participants	Without wellness	With one wellness participant	With two wellness participants
Traditional MMOH	Ee	125	100	135	110		165	125	
	Ee +children	150	125	175	150		215	175	
	Ee + spouse	175	150	225	200	175	275	235	200
	Ee+spouse+children	200	175	250	225	200	300	260	225
Basic MMOH	Ee	75	50	85	60		115	75	
	Ee +children	100	75	125	100		165	125	
	Ee + spouse	125	100	175	150	125	225	185	175
	Ee+spouse+children	150	125	200	175	150	250	210	200
MetroHealth Select	Ee	75	50	85	60		115	75	
	Ee +children	100	75	125	100		165	125	
	Ee + spouse	125	100	175	150	125	225	185	175
	Ee+spouse+children	150	125	200	175	150	250	210	200

Resolution No. 94-2015

By – Mayor Cervenik

A resolution authorizing the Mayor of the City of Euclid to execute an Agreement by and between the City of Euclid and the International Brotherhood of Teamsters Local 416, as exclusive bargaining agent for Inspectors in the Department of Building and Housing, to be effective January 1, 2015 through December 31, 2017.

WHEREAS, pursuant to Ohio Revised Code Chapter 4117, negotiations were held between the City of Euclid and the International Brotherhood of Teamsters Local 416 to determine equitable compensation, benefits, working hours, and other employment matters for Inspectors in the Department of Building and Housing; and

WHEREAS, the terms of the new contract include a one and one-half percent (1½%) hourly rate increase for the period of January 1, 2015, through December 31, 2015; a two percent (2%) increase effective January 1, 2016; and a two percent (2%) increase effective January 1, 2017; and

WHEREAS, the clothing allowance for Inspectors will remain at \$1000 per year for the life of the agreement with the Inspectors responsible for uniform clothing except for uniform shirts; and

WHEREAS, there will be a single classification as Inspector with premiums for Ohio Building Commission issued licenses that will allow for permit inspection services; and

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

WHEREAS, provisions of the contract regarding sub-contracting have been included that will allow for the use of outside contractors to augment the work of the unit, as needed, and provide flexibility to the administration of the department; and

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

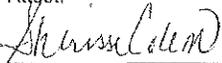
NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: That the Mayor of the City of Euclid be, and he is hereby authorized, empowered and directed to execute an Agreement by and between the City of Euclid and the International Brotherhood of Teamsters Local 416, as exclusive bargaining agent for Inspectors in the Department of Building and Housing, effective January 1, 2015 through December 31, 2017.

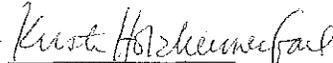
Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were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

Section 3: That this resolution shall take immediate effect.

Attest:



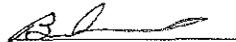
Clerk of Council



President of Council

Passed: June 15, 2015

Approved: June 15, 2015



Mayor