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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF AVON

AND

**TEAMSTERS LOCAL UNION NO. 52
BUILDING INSPECTORS**

**Effective Upon Ratification by Both Parties
Through January 31, 2019**

Case Number 2015-MED-09-1007

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ARTICLE 1
PREAMBLE

This agreement, entered into by the City of Avon, hereinafter referred to as the “Employer” or “City,” and the Teamsters Local No. 52, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union,” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein.

Where this agreement addresses a subject matter (e.g., holidays, vacation, etc.), it is the intent of the parties that the contract provision be construed to fully address the matter and no provision of the Ohio Revised Code and/or City Ordinance shall be construed to modify or supplement the provision of the agreement.

The term “employee” or “employees” where used herein refers to all employees within the bargaining unit. “City,” “Employer,” or “Management” means the City of Avon, Ohio.

ARTICLE 2
UNION RECOGNITION

Section 2.01. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit for the purpose of negotiating wages, hours, terms and other conditions of employment. Wherever used in this agreement, the term “bargaining unit” shall be deemed to include only full-time and regular part-time employees (employees who work approximately twenty [20] or more hours per week) in the Building Inspector classification.

Section 2.02. Excluded from the bargaining unit are any classifications not specifically included above.

Section 2.03. If substantial changes occur in the method of operations within the scope of the work performed by members of this unit, which requires the establishment of a new job classification as determined solely by the City, the City may establish such job. The City will meet with the Union to discuss whether the new classification should be included in or excluded from the bargaining unit. If the parties do not agree upon inclusion into the bargaining unit, the Union retains all rights to petition the State Employment Relations Board (SERB) for amendment of certification to include such position, pursuant to pertinent provisions of Chapter 4117 ORC and the SERB Rules and Regulations. If the City agrees to inclusion, the parties will jointly file an amendment of certification.

The Employer shall establish the wage rate and job description for any newly created classification based upon an appropriate differential from existing classifications.

The Union reserves the right to review the pay structure for new positions placed within the bargaining unit by voluntary agreement or by SERB's amendment of certification after appropriate proceedings. If the Union is not in agreement with the rate of pay for the job, it shall have the right to submit a written request/notice to negotiate over such issue.

ARTICLE 3 **NO STRIKE, STOPPAGES, OR SLOWDOWNS**

Section 3.01. The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with, or the withholding of, services from the Employer. Additionally, neither the Union nor its members shall picket the Employer's facilities, premises, personal residences, or places of business.

Section 3.02. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with, or the withholding of, services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

Section 3.03. It is agreed that any violation of the above shall be sufficient grounds for disciplinary action. Employees shall not have appeal or recourse over disciplinary action taken in accordance with the provisions set forth herein. However, the issue as to whether or not an employee participated in or promoted any such action may be subject to the grievance procedure contained in this agreement.

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.01. The Employer and the Union recognize their rights and responsibilities under federal and state civil rights laws and affirmative action requirements. The parties agree that insofar as practicable, the provisions of this agreement will be applied without regard to race, color, religion, national origin, national ancestry, sex, age, military status, genetic information, or disability, except where a bona fide occupational qualification exists.

Section 4.02. The Employer and the Union recognize the rights of employees to join, assist or participate in the Union and lawful concerted activities, and the right of employees to refrain from joining, assisting, or participating in the Union and lawful concerted activities. The Employer agrees not to interfere with the rights of employees to become members of the Union, and agrees there shall be no interference, restraint or coercion against any employee because of any lawful activity in an official capacity on behalf of the Union, provided that activity does not conflict with the terms of this agreement. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and agrees there shall be no interference, restraint or coercion against any employee exercising the right to abstain from involvement in Union activities.

Section 4.03. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5 **UNION REPRESENTATION**

Section 5.01. Union representatives, one (1) steward or his designee when absent, and Union officers will be recognized by the Employer in accordance with this agreement upon the receipt of a letter so identifying them and signed by the Secretary-Treasurer of the Union. The notice shall include name, address, home telephone number, and Union office held. (The designee shall act as steward only to represent the regular steward or when the regular steward is absent.)

Section 5.02. The steward shall act as representative for the purpose of processing grievances as defined in the grievance procedure. The Employer shall be notified in writing of changes of all representatives of the Union. An employee shall not be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 5.03. The Employer will notify the Union within thirty (30) days upon hiring any new employee(s) in this bargaining unit.

Section 5.04. Rules governing the activity of the Union representatives are as follows:

- A. The Union agrees to refrain from interfering, interrupting, or disrupting the normal work duties of employees.
- B. Union representatives shall obtain, in advance, authorization from Official or his designated representative before beginning Union activities on City property.
- C. The Union shall notify the Chief Building Official or his designee as to the nature of such activity. The Union will not engage in such activity during the periods of recognized emergencies.
- D. The Union steward shall cease Union activities upon the reasonable request by the Chief Building Official or his designee during working hours.
- E. The investigation and writing of grievances shall be on non-duty time. However, in the case of suspension or discharge, the employee may meet with the Union steward/officer prior to leaving the work site upon notice to and approval of the supervisor/designee.

Section 5.05. The Employer agrees that up to two (2) non-employee Union representatives shall be admitted to the Employer's facilities and sites during working hours upon the advance notice to the Employer. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere

with the normal work duties of employees, except to the extent authorized in advance by the Employer.

Section 5.06. The Union steward or his designee shall be permitted reasonable time off with pay to represent a member at any step of the grievance procedure, represent a member at a disciplinary conference, or attend meetings between the Union and the Employer where his attendance is requested.

ARTICLE 6 **DUES CHECKOFF**

Dues

Section 6.01. The Employer agrees to deduct Union membership dues levied by the Union in accordance with this article for all employees in the bargaining unit who voluntarily execute a dues authorization card. Deductions shall commence with the first pay period in which dues are customarily deducted following receipt of the signed authorization card. Dues shall be deducted in two (2) equal increments with one-half in the first pay of the month and one-half in the second pay of the month.

Section 6.02. The Employer shall remit dues deducted under this article to the Union along with an alphabetical list of names of all employees whose dues have been deducted. The Union shall notify the Employer in writing of the name and address to whom the dues are to be sent.

Section 6.03. The Employer assumes no obligation of any kind arising out of its deduction of dues in accordance with this article. The Union shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of dues pursuant to this article. Once dues are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

Section 6.04. The Employer shall be relieved from making dues deductions when an employee terminates his employment, transfers to a position outside of the bargaining unit covered by this agreement, is laid off from work, is on unpaid leave of absence, for any reason fails to earn sufficient wages to make all legally required deductions in addition to the deduction of Union dues, or revokes his authorization.

Section 6.05. Neither the Union nor any employee shall have a claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty (60) calendar days after the error was made. Verified errors shall be corrected by appropriate deductions from the next pay check from which dues are customarily deducted.

Section 6.06. The amount of dues to be deducted shall be certified to the Employer, in writing, by the Secretary-Treasurer of the Union. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer, or on the next pay day from which dues are customarily deducted, whichever is later.

Fair Share

Section 6.07. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

- A. The effective date of this agreement for all current employees who have been employed for more than sixty (60) calendar days.
- B. The sixty-first calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this agreement.
- C. The sixty-first calendar day of employment for each employee hired after the effective date of this agreement.

Section 6.08. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union. No fair share fees shall be deducted by the Employer until the Union gives specific written direction to make such deductions.

Section 6.09. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

Section 6.10. The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on the behalf of each non-member, bargaining unit employee, to prescribe a rebate and challenge procedure which complies with applicable state and federal laws. The amount of fair share fee charged shall not exceed the amount which is allowable by law.

Section 6.11. Changes in the amounts to be deducted shall become effective on the thirtieth calendar day after their actual receipt by the Employer.

Section 6.12. The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6.13. This article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void.

ARTICLE 7
MANAGEMENT RIGHTS

Section 7.01. Except as specifically limited by the express provisions of this agreement, the City shall have the exclusive right to manage the operations, control the premises, direct the work forces, and maintain maximum efficiency of operations. The City's exclusive management rights include, but are not limited to, the sole right to hire, supervise, discipline, and discharge for just cause; layoff, promote, classify, temporarily assign, and evaluate employees; to promulgate, enforce, revise, or delete reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation or division within the Building Department; to transfer (including the assignment and allocation of work within or to other operations-divisions); to determine work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work hours, schedules, and overtime requirements; to establish, modify, consolidate, or abolish jobs; to subcontract any work and/or services; and to determine staffing patterns, including but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; to determine work standards, materials, and equipment; to adopt, install, and/or operate new and improved equipment and methods of operation; to establish rules and regulations for the safe, efficient, and orderly conduct of its operations; and to carry out all functions of management.

Section 7.02. The exercise of any rights, authority, duty, or responsibility by the Employer, as applicable to the bargaining unit, shall be limited only by the specific express provisions of this agreement.

ARTICLE 8
LABOR-MANAGEMENT CONFERENCE

Section 8.01. In the interest of effective communications, either party may at any time request a Labor-Management conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management conference shall be scheduled within ten (10) days of the date requested, but no more frequently than monthly unless both parties agree to meet more frequently. Additionally, this process may be expedited upon mutual agreement of the parties. In cases where a meeting is being requested to address health and safety issues, such meeting shall be convened within three (3) working days of the requested date, unless otherwise mutually agreed between the parties. Nothing herein shall preclude the parties from meeting on an informal basis as deemed appropriate.

Section 8.02. The purpose of such meeting shall be limited to:

- A. discuss the administration of this agreement;
- B. notify the Union of changes made by the Employer which affect bargaining unit employees;

- C. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. disseminate general information of interest to the parties;
- E. give the Union representative the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
- F. consider and discuss health and safety matters relating to employees;
- G. discuss substantial changes in job duties and responsibilities.

Section 8.03. There shall be no more than two (2) employee Union representatives in attendance at the Labor-Management conference. There shall be no more than two (2) employee management representatives at the conference.

ARTICLE 9 **SAFETY AND HEALTH**

Section 9.01. It is agreed that safety must be a prime concern and responsibility of both parties. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Employer shall determine and provide the equipment and tools necessary to make proper qualified inspections.

Section 9.02. The employee(s) accepts the responsibility to maintain his equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. Losses resulting from the employee's failure to exercise reasonable care, or for willful destruction of any tools, vehicles, facilities, supplies, or equipment may result in disciplinary action. All working conditions believed to be unsafe must be reported to the designated supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will attempt to correct any which are found and see that safety rules and safe working methods are followed by his employees.

Section 9.03. The Employer shall bear the cost of any approved inoculation for bargaining unit employees, provided such inoculation is requested by the employees as a result or in anticipation of services rendered to the Employer. Employees requiring such inoculations shall notify the Employer prior to receiving such inoculations. Such approved inoculations shall be given during non-duty time and such employees receiving such inoculations during off-duty time will not request nor be entitled to compensation.

ARTICLE 10 **MILITARY LEAVE**

Section 10.01. Any employee who is an active member of the Ohio organized militia or a member of another reserve component of the armed forces of the United States, including the Ohio National Guard, is entitled to a leave of absence with pay for performance of service in

the uniformed services as defined in Section 5923.05 of the Ohio Revised Code (ORC). Such leave with pay shall be for up to a month, twenty-two (22) eight (8) hour work days (one hundred seventy-six [176] working hours) in any one calendar year. The affected employee shall be required to submit to the Employer a copy of the published military orders or a written statement from the appropriate military commander evidencing the period of training or active duty. Notification and evidence of the need for such leave should be submitted at least thirty (30) calendar days prior to the commencement of the leave unless the orders are received by the employee after that time period.

Notwithstanding the above, an employee who is a member of the uniformed service as defined within Section 5923.05 ORC, who is called or ordered to military service for longer than one (1) month within a calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 ORC is entitled to a leave of absence, during the period designated in the act or order, and to be paid each monthly pay period of that leave, the lesser of the following:

1. the difference between the employee's gross monthly wage or salary as a public employee and the sum of the employee's gross military pay and allowances received that month;
2. five hundred dollars (\$500.00).

No employee will receive payment under this section if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

Section 10.02. Any employee who presents official orders requiring his attendance for a period of voluntary active duty as a member of the United States Armed Forces shall be entitled to military leave without pay. Any employee who enters military service with the Armed Forces shall be granted a leave of absence without pay to extend until ninety (90) days beyond the termination of such service. This provision shall not apply to re-enlistments or voluntary acceptance of extended duty.

Section 10.03. Starting Rate on Return from Military Service. Any employee who has been honorably discharged from the Armed Forces, and is subsequently reinstated to a position previously held by him/her, shall be entitled to receive compensation at the rate corresponding to the same grade and step when he/she originally entered the service, in addition to any increases which would have accrued to the position had the employee been in active service with the Employer.

Section 10.04. Any additional benefits as determined by City Council and afforded by any applicable City Ordinance, relative to the activation of reservists or other military leave, shall also apply to bargaining unit employees.

ARTICLE 11
SENIORITY

Section 11.01. After an employee in the bargaining unit has completed the probationary period as provided in Article 18, he shall be considered to have seniority.

Section 11.02. Seniority for full-time employees shall be defined as the length of service of the employee with the Employer in the bargaining unit beginning with the starting date of initial full-time employment, or the starting date of re-employment as a full-time employee, whichever is later, except as provided in the probationary period.

Section 11.03. Seniority for part-time employees shall be defined as the length of service of the employee with the City in the employment unit beginning with the starting date of initial part-time employment, or the starting date of re-employment as a full-time employee, whichever is later, except as provided in the probationary period.

Section 11.04. When employees have the same starting date, seniority order shall be established by the lower number of the last four (4) digits of their individual social security numbers.

Section 11.05. The Employer shall provide the Union, once a year, with a current seniority list of all employees in the bargaining unit, and will also provide any changes in the employment status of any bargaining unit employee as they occur.

Section 11.06. An employee who is promoted or transferred to any non-bargaining unit position will retain accumulated bargaining unit seniority but will not accumulate seniority while out of the unit, and may, at the election of the Employer, be returned to the classification held immediately prior to this change from a bargaining unit to a non-bargaining unit status. If such a classification no longer exists, he may exercise his seniority under the terms of this agreement.

Section 11.07. All seniority of any employee will terminate if the employee:

- A. quits;
- B. is discharged for just cause;
- C. retires;
- D. is absent without notifying the Employer for three (3) consecutive work days, or fails to return to work within three (3) calendar days after an approved leave ends (considered a voluntary quit) except in cases of emergency or impossibility, which must be fully supported by the employee;
- E. is on layoff for more than twelve (12) consecutive months for full-time employees;
- F. is on layoff for more than six (6) consecutive months for part-time employees.

Section 11.08. The Employer will be entitled to rely upon the last address of any employee as shown in the Employer's records. Employees shall notify the Employer promptly of any change of address and accept a receipt thereof. In case of a dispute, the employee must produce his receipt of notice of a change of address; failure to produce such receipt will result in no financial obligation on the part of the Employer for any loss of wages to the employee.

Section 11.09. No provision of Chapter 124 of the Ohio Revised Code (Civil Service laws) shall apply to members of the bargaining unit. No provision of the Avon Civil Service Rules and Procedures or city ordinances regarding layoff, recall from layoff, or seniority shall apply to members of the bargaining unit.

Section 11.10. There shall be one (1) seniority list to account for full-time bargaining unit employees.

Section 11.11. There shall be one (1) seniority list to account for part-time bargaining unit employees.

ARTICLE 12 **HOURS OF WORK AND OVERTIME**

Section 12.01. For the purposes of this agreement, the normal work week for regular full-time employees may consist of forty (40) hours per week. At the sole discretion of the Chief Building Official and Mayor, the regular work week may be changed to meet operating requirements and may consist of other than five (5), eight (8) hour work days. This article shall not be construed as a guarantee nor limitation of work per day or per week. Work weeks shall commence at 12:01 a.m. Sunday and conclude at midnight the following Saturday.

Section 12.02. The normal work week hours for full-time employees covered by this agreement shall be forty (40) hours during the regular work week defined in Section 12.01 above, exclusive of an unpaid lunch period.

Section 12.03. The normal work week hours for part-time employees covered by this agreement shall be approximately twenty (20) hours or more during the regular work week defined in Section 12.01 above, exclusive of an unpaid lunch period.

Section 12.04. All bargaining unit employees shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of eight (8) in one (1) work day or forty (40) hours in one (1) work week. At their option, employees may elect to take overtime compensation in the form of pay or compensatory time off. Employees may not accrue more than eighty (80) hours of compensatory time at any one time nor use more than eighty (80) hours of compensatory time in a calendar year. Compensatory time off shall be scheduled in advance at the request of the employee and with the approval of the department head.

Premium or overtime compensation shall not be paid more than once for the same hours worked.

Section 12.05. For the purposes of overtime compensation, all hours worked plus paid holidays and vacations shall be included in the computation of overtime.

Section 12.06. Insofar as practical and consistent with work requirements and job assignments, the Employer will notify employees as far in advance as practical of overtime work. If there are no volunteers, overtime will be forced on a least senior first, rotating basis, to the qualified available full-time employees. Part-time employees may be scheduled excess hours prior to offering overtime to full-time employees at the discretion of the Employer.

Section 12.07. Full-time employees who are called into work at a time which does not abut their regular scheduled work hours shall receive a minimum of three (3) hours pay at the applicable rate of pay.

ARTICLE 13
SICK LEAVE WITH PAY

Section 13.01. Each full-time employee of the bargaining unit shall be credited with paid sick leave of eight (8) hours for each completed month of service. Each full calendar month of service shall be deemed a completed month of service. The maximum sick leave that may be credited per calendar year shall be ninety-six (96) hours.

Section 13.02. Employees absent from work on authorized holidays, sick leave, vacation, or compensatory time shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty.

Section 13.03. An employee eligible for sick leave with pay may use sick leave for absence due to illness or injury of the employee; medical, dental or optical care, where the treatment may not be scheduled during non-working hours; injury, exposure to contagious disease which could be communicated to other employees (the presence of the employee at his job would jeopardize the health of others); pregnancy; or serious illness or injury of a member of the employee's immediate family, where the employee's presence is medically or reasonably necessary.

Section 13.04. An employee requesting sick leave shall inform his immediate supervisor of the fact and the reason therefore as soon as possible and not later than one-half (1/2) hour after his scheduled starting time. Failure to do so may be cause for denial of sick leave with pay for the period of absence, unless emergency conditions made timely notification impossible. An employee shall be required to complete a request for leave form immediately upon return to work, unless other arrangements are made with the Department Head/designee. In the event the use of sick leave is questioned by the Employer, the employee may be required to substantiate the use of such leave.

Section 13.05. 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 minimum increments of one-half (1/2) hour.

Section 13.06. For the purposes of this article, “immediate family” is defined as the employee’s spouse, mother, father, child(ren), stepchild(ren), a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative who resides with the employee.

Section 13.07. An employee requesting sick leave with pay for three (3) consecutive work days or more will be required to present a written statement from a physician or other certified medical practitioner certifying that the employee’s condition prevents him from performing the duties of his position, before sick leave will be approved. If the condition continues for more than seven (7) calendar days, medical documentation, including the expected date of return, must be submitted by the employee. It shall be the responsibility of the employee to ensure that such medical documentation remains current.

Section 13.08. Any employee fraudulently obtaining sick leave (or attempting to obtain sick leave) shall be disciplined. Falsification of either a written signed statement or a physician’s certificate shall be grounds for disciplinary action, including dismissal. Any abuse of sick leave or excessive or patterned use of sick leave, as may be determined on a case-by-case basis by the Department Head/designee, shall also be just cause for discipline.

Section 13.09. An employee who is laid off from his position shall, at the time of recall as applicable, be credited with any unused sick leave existing at the time of his layoff.

Section 13.10. Unused sick leave shall accumulate without limit.

Section 13.11. Upon retirement, an employee shall be paid for any accumulated, unused paid sick leave at the ratio of one (1) day’s pay for each two (2) days earned, up to a maximum of nine hundred sixty (960) hours of pay. To be eligible for retirement under this section, the employee shall have worked full-time for the City for at least ten (10) years and shall have attained normal retirement age under the pension system.

Section 13.12. An employee may convert sick leave, in excess of ninety (90) days (seven hundred twenty [720] hours), into vacation leave at the rate of one (1) vacation day for each sick day, up to a maximum of five (5) vacation days per year. Requests to convert sick leave must be submitted within the month of January of each year.

Section 13.13. This article is intended to fully address the issue of sick leave and no provision of Chapter 124 ORC or City ordinances relative to sick leave shall apply to bargaining unit employees.

ARTICLE 14 **BEREAVEMENT LEAVE**

Section 14.01. If a death occurs among a member of the full-time employee’s nuclear family (spouse, child, parent, stepchild or stepparent), such employee shall be granted, upon request, up to four (4) days bereavement leave, without loss of pay. An employee shall be granted up to three (3) days bereavement leave with pay in the event of the death of another member of his immediate family as defined herein. If additional time off is determined to be necessary,

the Department Head may grant additional time off from accumulated sick leave or leave without pay, as applicable, subject to approval of the Mayor.

Section 14.02. In the event of the death of a relative other than a member of his immediate family, as defined herein, an employee may be granted a one (1) day leave of absence without pay, provided an operational hardship does not occur.

Section 14.03. For the purposes of this article, “immediate family” is defined as the employee’s spouse, mother, father, child(ren), stepchild(ren), brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents (natural and in-laws), grandchild, a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative who resides with the employee.

ARTICLE 15 **LEAVE OF ABSENCE WITHOUT PAY**

Section 15.01. Non-probationary employees may request a leave of absence without pay for a period not to exceed six (6) months. All leaves of absence without pay must be applied for in writing to the Department Head or his designee, on forms supplied by the City, at least fifteen (15) working days prior to the proposed commencement of the leave. The City may waive the notice requirement in cases of serious or unusual circumstances. The request shall contain the reason for the leave. Notification of the approval or denial of a requested leave shall be given to the employee in writing within ten (10) calendar days after the submission of the request.

Section 15.02. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City, and provided the employee gives the City ten (10) working days prior notice.

Section 15.03. An employee who is on approved leave of absence as provided herein shall accumulate seniority during the entire period, and upon returning to work shall be assigned to his same classification and rate of pay.

Section 15.04. If the Employer reasonably believes the employee is not using the leave for the purpose for which it was requested, the Employer may cancel the leave and order the employee to return to work. Subsequent failure to return to work shall cause the employee to be absent without leave and subject to discharge.

Section 15.05. Employees who fail to return to work within three (3) calendar days after an approved leave ends shall be construed and considered a voluntary quit, except in cases of emergency or impossibility, which must be fully supported by the employee.

ARTICLE 16 **WAIVER IN CASE OF EMERGENCY**

Section 16.01. In cases of emergency publicly declared (other than snow parking bans) by the President of the United States, the Governor of the State of Ohio, the Board of Lorain

County Commissioners, the Mayor, Avon City Council, or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this agreement shall automatically be suspended:

- A. time limits for management or the Union's replies/submissions on grievances, or
- B. all work rules and/or agreements and practices relating to the assignment of employees

Section 16.02. Upon the termination of the emergency, existing grievances shall be processed in accordance with the provisions of the grievance procedure and shall proceed from the applicable point in the grievance procedure to which they had properly progressed. Likewise, all work rules, agreements, and practices relating to the assignment of all employees will no longer be suspended.

ARTICLE 17 **TOTAL AGREEMENT**

Section 17.01. This agreement represents the entire agreement between the Employer and the Union, and unless specifically and expressly set forth in the written provisions of this agreement, all rules, regulations, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer. However, prior to such modification and/or discontinuance, the Employer shall give the Union at least ten (10) days notice. If within those ten (10) days the Union requests a meeting to discuss such modification and/or discontinuances, the Employer shall honor such request.

ARTICLE 18 **PROBATIONARY PERIOD**

Section 18.01. Employees shall be regarded as probationary for the first one thousand forty (1,040) hours worked. The City may layoff, discharge, or recall probationary employees without limitation by the terms of this agreement, and there shall be no responsibility for re-employment of probationary employees who are laid off or discharged during this period. However, the City agrees that if a probationary employee is laid off and rehired within a period of time not in excess of the time he had previously spent as a probationary employee, he will be credited with the time previously worked toward the completion of his probationary period. Upon the completion of his probationary period, his seniority date will be established from his original date of hire or adjusted date of hire prior to the completion of his probationary period, whichever is applicable.

Section 18.02. During such probationary period, the Employer shall have the sole discretion to discipline or discharge the employee, and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

ARTICLE 19
JURY DUTY/CIVIL LEAVE

Section 19.01. The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. All leaves granted pursuant to this article shall commence on the date of appearance on the summons. Employees shall notify the Employer immediately upon completion of the jury duty obligation. Serving on a jury shall in no way diminish or reduce paid time earned (e.g., vacation, sick leave, and holidays) for full-time employees as provided in this agreement.

Section 19.02. All compensation received by the employee for jury duty shall be remitted to the Employer by the employee.

Section 19.03. On days when an employee is released early from his jury duty obligation, he shall report to work in order to complete his regularly assigned shift provided reasonable time remains in the shift.

Section 19.04. Any employee who is appearing in court as a result of being a party to an action, either criminal or civil, may charge such time to vacation or leave without pay providing prior approval is obtained from the Chief of Building Officer or designee.

ARTICLE 20
DISCIPLINE

Section 20.01. No employee shall, for disciplinary reasons, be suspended, demoted, or discharged except for just cause. All non-probationary employees who are suspended, demoted, or discharged will be given notice regarding the reason(s) for the disciplinary action.

Section 20.02. Whenever the Employer determines that an employee may be suspended, demoted, or discharged for disciplinary reasons, a predisciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation regarding the alleged misconduct. A notice of the predisciplinary conference shall be provided to the employee at least twenty-four (24) hours in advance, and shall contain a general description of the alleged misconduct and the charges against him. The employee shall have the right to have a Union representative present at the conference if he so desires.

Section 20.03. The affected employee will be provided with written notice of suspension, demotion, or discharge on or before the effective date of the action; the employee shall sign an acknowledgment of receipt of such document. The Union steward will be provided a copy of such suspension, demotion, or discharge notice within five (5) working days of the effective date of the action. An employee may be placed on administrative leave with pay at the discretion of the Employer, pending any investigation of alleged misconduct and predisciplinary procedures.

Section 20.04. An affected employee shall be provided a copy of any record of oral warning, or any written warning or reprimand; the employee will sign an acknowledgment of receipt of such documents. An employee may submit an explanation or rebuttal relative to any record of oral warning or written warning or reprimand. A copy of such explanation/rebuttal shall be attached to the warning or reprimand.

Section 20.05. Records of oral warnings, written warnings, and written reprimands shall cease to have force and effect twelve (12) months after their effective date, provided there has been no intervening disciplinary action. Records of suspension or demotion shall cease to have force and effect forty-eight (48) months after their effective date provided there has been no intervening disciplinary action.

Section 20.06. Disciplinary actions involving a suspension, demotion, or termination may be appealed through the grievance procedure, and neither the Union nor the employee shall have the right of appeal to the Avon Civil Service Commission. Such grievance may be initiated at Step 2 of the grievance procedure contained herein and must be initiated within seven (7) calendar days of the date of notice of discipline.

ARTICLE 21 **LAYOFF AND RECALL**

Section 21.01. Whenever the Employer determines that a layoff (reduction in force) is necessary within the bargaining unit, the Employer shall notify affected employees in writing at least five (5) working days in advance of the effective date of the layoff.

Section 21.02. The Employer shall determine the classifications and certifications, and employment status (positions), and number of employees to be affected by any layoff. Within each position, layoff shall occur by inverse order of seniority (least senior first).

Section 21.03. Any employee receiving notice of layoff shall have five (5) working days following receipt of notice in which to exercise his right to displace (“bump”) a less senior employee in a lower classification within the bargaining unit. The more senior employee must be presently qualified to perform the full duties and responsibilities of the lower classification without further training, as determined by the Employer. Lower classification shall mean a classification with a lower base rate of pay. In accordance with the provisions herein, a laid off employee may also exercise his right to displace (bump) a part-time employee within the same classification, or within a lower classification, in the classified service, provided the laid off employee is presently qualified to perform the full duties and responsibilities of the lower classification without further training as determined by the Employer.

Section 21.04. Employees who are laid off will be placed on a recall list for a period of one (1) year from the effective date of the layoff. Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff from a classification will be the first to be recalled, except that an employee holding a certification necessary for the Building Department to operate effectively may be recalled first. Employees shall be given fourteen (14) calendar days advanced notice of recall and such notice shall be sent by certified mail to

the employee's last address on record. Employees shall have five (5) calendar days to accept or reject the Employer's offer of recall. Employees rejecting recall or failing to report to work on the effective date of the recall shall lose all seniority and rights of recall.

Section 21.05. In the event an employee is laid off, he shall receive payment for any earned but unused vacation and compensatory time as quickly as practicable, but not later than fourteen (14) calendar days following the effective date of layoff.

Section 21.06. Any employee who refuses recall to any job classification or who has been laid off for twelve (12) consecutive months shall lose all recall rights.

ARTICLE 22 **RULES AND REGULATIONS**

Section 22.01. The Union recognizes the right of the Employer to establish reasonable work rules, regulations, policies and procedures.

This agreement represents the entire agreement between the Employer and the Union, and unless specifically set forth in the express written provisions of this agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

Section 22.02. Any decision or action of the Employer pursuant to Section 22.01 above may be questioned by the Union at a Labor/Management meeting held pursuant to Article 8 herein.

ARTICLE 23 **GRIEVANCE PROCEDURE**

Section 23.01. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation or misapplication of the express terms of this agreement. The grievance procedure shall not be used to affect changes in the articles of this agreement or matters not covered by this agreement which are controlled by federal and/or state laws. It is further agreed that the grievance procedure will not be used to affect changes in or withdrawal of oral or written disciplinary warnings or reprimands related to federal and/or state law. Other oral and/or written disciplinary warnings or reprimands are subject to the grievance procedure only through the Mayor's level.

Section 23.02. A grievance under this procedure may be brought by any bargaining unit employee or the Union. Where a group of bargaining unit employees desire to file a grievance relating to a single common issue or event covered by this agreement, such grievance shall be signed by all affected employees and shall be known as a "group grievance"; one (1) employee shall be selected by the group to process the group grievance.

Section 23.03. All grievances must be timely processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of

management's answer at the last completed step. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. The bargaining unit employee or the Union may withdraw a grievance at any time by notifying management in writing. The Union may withdraw a grievance at any time provided that any withdrawal shall be in writing and shall be final.

Section 23.04. The written grievance shall be submitted on the grievance form attached herein as Appendix A, and shall contain the following information pertinent to the grievance:

1. aggrieved employee's name;
2. aggrieved employee's classification;
3. name of employee's immediate supervisor;
4. date of incident giving rise to the grievance;
5. date grievance was filed in writing at Step 1 (or Step 2, as applicable);
6. a statement as to the specific articles and sections of the agreement violated;
7. a brief statement of the facts involved in the grievance; and
8. the remedy requested to resolve the grievance.

Either party may amend a pending grievance or response at any time prior to a request for arbitration.

Section 23.05. The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the Union; working days, as used in this article, shall not include Saturdays, Sundays, or designated holidays.

Section 23.06. When a grievance arises, the following procedure shall be observed:

Step 1 - Supervisor: The employee or the Union steward shall present the grievance in writing to the employee's supervisor (Chief Building Officer or designee) within five (5) working days after the employee knows or should have known of the facts or event giving rise to the grievance. In no case will a grievance be considered if submitted more than thirty (30) calendar days after the occurrence of the facts or event. The immediate supervisor shall meet with the steward and the employee within five (5) working days of receipt of the grievance. Within five (5) working days of the Step 1 meeting, the supervisor shall give an answer in writing to the steward and the employee.

Step 2 - Safety Director: If the grievance is not satisfactorily settled at Step 1, it shall be presented to the Safety Director within five (5) working days after receipt of the Step 1 answer. Within five (5) working days thereafter, the Safety Director shall meet with the

Union steward, the employee, and one (1) other supervisory management representative, if desired, in an attempt to adjust the grievance. Within five (5) working days after the Step 2 meeting, the Safety Director shall give a written answer to the Union steward and the employee.

Step 3: If the grievance is not satisfactorily settled at Step 2, it shall be presented in writing to the Mayor or his designee, by the Union steward, within five (5) working days following receipt of the Step 2 answer. Thereafter, the Mayor shall meet with the Union steward, the grievant, and a representative of the Teamsters, Local #52, at a date and time mutually agreeable to the parties, but in any case, within ten (10) working days following receipt of the grievance at Step 3. Within ten (10) working days of the Step 3 meeting, the Mayor/designee shall provide a written answer to the grievance to the Union steward of the local Union with a copy to the local officer of Teamsters Local #52.

Step 4 - Arbitration: If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to arbitration by submitting notice to the Employer within fourteen (14) calendar days of the receipt of the written answer at Step 3 and by simultaneously submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators from Ohio with a copy of such request delivered to the Employer. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Within fourteen (14) calendar days of receipt of the list of arbitrators, each party shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS. Prior to striking/ranking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may strike up to two (2) lists. The cost, if any, of obtaining a list shall be borne by the requesting party or party who has rejected a prior list.

The Federal Mediation and Conciliation Service shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties the date, time and place of the meeting.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing, on the grounds that the grievance is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator is whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The arbitrator shall be requested to hold the arbitration hearing promptly and to issue his decision within thirty (30) calendar days of the close of the proceeding. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provisions of this agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was filed at Step 1 of the grievance procedure.

The decision of the arbitrator shall be final and binding. All cost directly related to the services of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitrator, or in what proportion the parties shall share the costs.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

The employee may have one (1) employee Union official accompany him in Step 4, in addition to any non-employee Union officials. Employee representatives and grievants will lose no straight time pay as a result of meetings with the Employer or arbitrator at any step of the grievance procedure, if meetings are scheduled during the employee's normal working hours.

Section 23.07. Presentation or appeal of a grievance to the Employer may be made by the appropriate Union official or employee on duty time. The Employer representative, Union representative, or employee shall sign the grievance indicating date of the receipt, and a copy shall be provided to the other party(ies).

Section 23.08. Where an employee does not elect to be represented by the Union at any step of the grievance procedure, the Union shall have the right to be present at any grievance meeting or adjustment, without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this agreement.

ARTICLE 24 **PUBLIC EMPLOYEES RETIREMENT SYSTEM**

Section 24.01. For the remaining pay periods in 2003, contributions to the Public Employees Retirement System on behalf of bargaining unit employees shall be paid by the City, up to and including eight and one-half percent (8.5%) of gross wages (mandated employee share) pursuant to applicable laws and regulations. Commencing with the first pay in 2004, the eight and one-half percent (8.5%) will be "rolled into" the employee's hourly wage and the

employee will be responsible for the mandated employee share. Additionally, the state-mandated employee's contribution to the PERS shall be deducted from the employee's gross pay before state and federal taxes.

ARTICLE 25 VACATION

Section 25.01. Full-time employees are entitled to vacation with pay based upon length of continuous full-time service with the City as follows:

- A. The employee shall accumulate one (1) day for each full calendar month worked during the first five (5) consecutive years of service to a maximum of ten (10) days each year. Vacation, holidays, sick days, compensatory time, or any time an employee is in an active pay status shall be considered as time worked for purposes of vacation computation.
- B. After five (5) years of continuous service, fifteen (15) days will be granted. Thereafter, one (1) additional day for each additional full year of continuous service will be accumulated, to a maximum of twenty (20) days total vacation.
- C. After twenty (20) years of continuous service, twenty-five (25) days of vacation will be granted.
- D. Vacations earned shall be taken within one (1) year from the calculation date, except that each employee may "bank" up to ten (10) days of vacation time. "Banked" time must be used during the following calendar year or forfeited.
- E. The vacation calculation date shall be December 31st of each year. All vacations earned in the current year will be calculated on the basis of the total months or years of continuous service completed on December 31st of the preceding year.
- F. In the event of termination of employment by an employee, provided that the employee was employed by the City on December 31st of the preceding year, vacation credit shall be calculated in accordance with this section for the year in which the employment is terminated, based upon the actual time in the employment of the City during the termination year, and the employee shall be paid as of the termination date.
- G. If for any reason an employee should desire to work rather than take a vacation, there shall be no double pay allowed, except that upon written recommendation of the Department Head, with the express (written) authority of the Mayor, an employee may be paid for accumulated vacation hours in excess of eighty (80) in December of the applicable calendar year.

Section 25.02. Vacation requests for three (3) consecutive work days or more shall normally be submitted at least thirty (30) calendar days in advance of the date(s) being requested. Exceptions to the time requirements may be made with the consent of the Department

Director or designee. In the event two (2) or more employees request the same period for vacation, and operational or staffing requirements as determined by the Employer preclude the granting of all requests, the requesting employee(s) with the most seniority will be approved. Notwithstanding the seniority preference set forth herein, requests encompassing five (5) consecutive work days or more will be given preference over requests for a lesser time period. The Employer may also request that tentative vacation requests be submitted by a specified date.

Section 25.03. Vacation requests for periods of two (2) consecutive work days or less shall normally be submitted at least one (1) week in advance. Approval or denial of such requests shall be at the sole discretion of the Department Head and/or Mayor. Additionally, the Department Head or Mayor may waive the one (1) week advance notice requirement as deemed appropriate.

Section 25.04. Days specified as holidays in this agreement shall not be charged to an employee's vacation leave.

ARTICLE 26 **HOLIDAYS**

Section 26.01. The following ten (10) days are recognized holidays for full-time employees:

New Year's Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day (fourth Monday in May)	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

Effective January 1, 2014, in addition to the recognized holidays set forth above, each bargaining unit employee shall be eligible for three (3) paid floating holidays per year (one of which is in consideration of the employee's birthday).

Notwithstanding the above, employees shall be entitled to two (2) floating holidays and the "birthday" holiday in calendar year 2013.

Section 26.02. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

Section 26.03. An employee must work the scheduled day before and the scheduled day after the holiday in order to be eligible for holiday pay.

Section 26.04. A full-time employee who is not scheduled to work on a recognized holiday shall receive eight (8) hours straight time pay at his regular hourly rate, except as otherwise provided herein. If an employee's work schedule is other than Monday through Friday, he shall receive, in addition to his regular pay, eight (8) hours of straight time pay for holidays

observed on his regular day off, regardless of the day of the week on which they are observed.

Section 26.05. A full-time employee who works on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1 1/2) times their regular rate of pay for all hours worked on the holiday.

Section 26.06. The Floating Holidays will be credited in January of the applicable calendar year and will be scheduled at the discretion of the employee, and subject to the consent of the Department Head/designee.

ARTICLE 27 **DISABILITY LEAVE**

Section 27.01. Upon proper application, a full-time employee (employee) shall be granted a leave of absence without pay for a period not to exceed twenty-four (24) months due to a personal illness, or injury, or disabling condition, as supported by medical evidence. Any employee shall utilize paid leave and Family and Medical Leave prior to requesting a disability leave.

Section 27.02. If the illness or disability continues beyond twenty-four (24) months, the employee may be granted an additional three (3) months leave of absence without pay, as determined by the City, and provided the request for additional time is supported by medical evidence. In no case shall paid sick leave, Family and Medical Leave, and disability leave exceed a cumulative total of more than three (3) years.

Section 27.03. The validity of all medical evidence is subject to review by a physician designated by the City. In the event of a difference of opinion as to the evidence, the matter shall be referred to a mutually agreed upon physician whose opinion shall be binding on the parties. The cost of the third physician shall be borne equally by the City and the Union.

Section 27.04. If the Employer has reason to believe an employee is unable to fulfill his usual duties by reason of illness, injury, or a disabling condition, the Employer may require that the employee utilize sick leave, Family and Medical Leave, and disability leave.

Section 27.05. An act of an employee who has been given a disability leave which is determined by the Employer to be inconsistent with the disabling illness or injury may subject the employee to a cancellation of the leave and discipline at the Employer's discretion.

Section 27.06. This article shall not be construed to limit the application of Family and Medical Leave to personal illness or injury only. Family and Medical Leave shall be available in accordance with the applicable provisions of the Family and Medical Leave Act and in accordance with the policy of the Employer.

ARTICLE 28
ON-DUTY INJURY LEAVE/WORKERS' COMPENSATION

Section 28.01. In the event of an occupational injury, incurred as a direct result of performing an assigned duty or function within the scope of the employee's job duties and authority, said employee will be eligible for on-duty-injury leave (Injury Leave or ODIL) in an amount not to exceed one hundred and twenty (120) consecutive work days when the injury is timely reported, recommended by the employee's department head, and verified by a competent physician as a disabling injury. The City reserves the right, at its cost, to require the employee to see a physician of its choice before injury leave may be granted.

Section 28.02. To receive on-duty injury leave with pay the employee must:

- A. Immediately notify the department head/supervisor when an incident or accident occurs.
- B. Complete an Incident/Accident Report to be forwarded to the Department Head and Assistant Finance Director within twenty-four (24) hours of the incident or accident and seek appropriate medical attention. When an employee is hospitalized or otherwise unable to complete the report, the supervisor/department head shall initiate the form.
- C. Complete a request for Injury Leave form.
- D. Where applicable as requested by the Assistant Finance Director/designee, execute a release (reimbursement agreement), which obligates the employee to reimburse the City the amount of the Workers' Compensation benefits received for lost wages during the same time period the employee collected injury leave. Any employee who applies for lost wages must submit such payments to the City for the period which the employee also received ODIL.
- E. Attend a medical examination/evaluation whenever scheduled with a physician/medical provider selected and paid for by the City. Scheduling shall be with at least fourteen (14) calendar days advance notice or by mutual agreement.

Section 28.03. Injury leave shall not be cumulative, i.e., an employee may receive injury leave only once for each work-related accident/injury. When an employee requests injury leave for a disputable illness/accident and is denied, the employee may be subsequently credited with such leave upon a favorable decision by the Bureau of Workers' Compensation (BWC), provided that the City may appeal or otherwise contest a decision, in which case, injury leave will be credited only when the City either exhausts its remedies or accepts the judgment rendered by the BWC.

Section 28.04. An employee may be offered transitional work or modified duty by the City, consistent with the restrictions/limitations of the employee's physician or a physician selected by the City, when determined appropriate by the City, and when the following requirements are met:

- A. The assignment must be medically suitable. The employee must be capable of performing the work without violating any medical restriction or limitation.
- B. The assignment must fulfill a necessary job function or functions. The City shall not be required to “create work” and the availability of work at one time shall not mean that the work will always be available for transitional work within a department or within the City.
- C. The assignment must be anticipated to be temporary.
- D. The employee must have the capability (knowledge, skills, and abilities) necessary to properly perform the work.

The availability of transitional work and/or modified duty assignments are solely determined by the City in consideration of operational and staffing needs, as well as capability of the affected employee, are not guaranteed, and are subject to approval of the Mayor/designee.

Section 28.05. An employee forfeits all rights to any on-duty injury leave (wage continuation payments) or transitional work for which the employee would otherwise have been entitled, if the employee:

- A. engages in work with any other entity, whether part-time or full-time, while receiving ODIL payments;
- B. terminates employment for any reason;
- C. fails to act in a manner which is conducive to being off work convalescing from a job-related injury;
- D. refuses to perform light, modified, or transitional duty (within medical restrictions) when offered by the City;
- E. refuses to return to regular duty after being released by the treating physician or a physician selected by the City.

Section 28.06. An employee may return to full duty upon authorization by the employee's attending physician or by a physician of the City's choice. “Authorization” refers to and must include the physician's review of the employee's position description and a certification that the employee is fit to perform the essential duties described therein. In the event of a conflict between the attending physician and the physician selected by the City, the matter of fitness for duty shall be referred to a mutually agreed upon physician (or if mutual agreement is not reached, by a physician selected by the City’s MCO) whose opinion shall be binding on the parties. The cost of the third physician shall be born equally between the parties.

Section 28.07. In the event an employee who is entitled to injury leave uses the maximum allowable injury leave per injury, and is still unable to return to active duty, an assessment of the status of the injury will be made by the City. If the City determines that within three (3)

months from the date the expiration of the original one hundred twenty (120) work day period employee should be able to return to work and perform the essential functions of the position, the ODIL may be extended without precedent.

ARTICLE 29 **HEALTH COVERAGE**

Section 29.01. For the term of this agreement, the Employer agrees to provide bargaining unit employees the same medical insurance (health plan) as provided to other City employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization. The City shall meet and confer with the Unions (all recognized bargaining units) regarding health care providers and levels of coverage, but the City shall make the final determination if a consensus is not reached.

Section 29.02. The City agrees to pay eighty percent (80%) of the premium/contribution costs for health coverage for each eligible full-time employee enrolled in any of the health coverage plans offered by the City, up to the maximum amounts listed below.

The election of single or family coverage rests with the eligible bargaining unit employee.

Each eligible bargaining unit employee electing coverage (single or family) shall pay twenty percent (20%) of the monthly premium/contribution cost.

Section 29.03. Any premium cost responsibility of the employee shall be paid by the participating employee through payroll deduction.

Section 29.04. The City, at its sole cost and expense, shall provide each full-time employee with group life insurance coverage in the face amount of thirty thousand dollars (\$30,000).

Section 29.05. Where an employee is on sick leave, his medical insurance premiums will be paid as provided above and medical insurance continued for the duration of his receiving payments for accumulated sick leave and vacation time and any additional family and medical leave. Where an employee continues to be disabled after using sick leave and vacation time and any additional family and medical leave, medical insurance may be continued at the option of the employee by his paying the full premium cost directly to the City of Avon for a period not to exceed thirty-six (36) months as provided by applicable statute.

Section 29.06. Any full-time employee who waives health insurance coverage shall be paid the health insurance waiver of one hundred twenty dollars (\$120.00) per month. The waiver must be requested, in writing, to the Finance Director thirty (30) days prior to the beginning of any billing cycle. Applicable waiver amounts are payable by the City to the applicable employee(s) in June and December of each year. Employees may elect to enroll in the health plan by submitting prior written notification to the Finance Director. Health coverage will commence with the applicable date following the next open enrollment period. At the time

of actual enrollment, the employee shall forfeit the waiver. Notwithstanding the provisions above, if a change of status occurs which meets existing plan requirements, an employee may elect to enroll in the health plan by submitting prior written notification to the Finance Director and coverage shall commence in accordance with the terms of the plan.

Section 29.07. The Employer and the Union agree that Section 1 shall apply in the event the Employer determines it necessary to change health plan providers during the term of the agreement. It is understood that all involved parties previously reached a consensus to transfer to coverage under the Lorain County Health Plan, and that such transfer included being subject to any modifications and/or changes in coverage and levels of benefits as determined appropriate by the Lorain County Board of Commissioners, or as may result due to a transfer of coverage to a plan other than that provided through Lorain County.

ARTICLE 30 **ACCIDENT INSURANCE**

Section 30.01. The City of Avon will pay the monthly premium for full-time employees for accidental death, dismemberment, loss of sight, and permanent disability insurance to the Ohio Municipal League Group Accident Plan so long as such plan remains available. Additional amounts of insurance may be purchased by the employee, and at no cost to the City, with the yearly premium payable in advance. This benefit shall apply to all full-time employees.

ARTICLE 31 **LIABILITY COVERAGE**

Section 31.01. If there is no liability or other insurance in place that provides coverage against claims made against any employee for actions or performance in accord with the scope of his job duties and responsibilities, the City shall hold harmless and indemnify such employee from any lawsuit or claim filed against him as a result of his conduct while acting in his official capacity as an employee of the City.

Section 31.02. The provisions of Section 31.01 herein shall not apply should any employee act beyond the scope of his job duties or responsibilities, act in a malicious, reckless, or willfully negligent manner, act in a manner known or that should have been known to be improper, illegal, or a violation of his duties and responsibilities and/or the policies and procedures of the Employer.

Section 31.03. The determination of matters of representation, resolution, and/or settlement is reserved to the City.

ARTICLE 32 **ALCOHOL AND DRUG POLICY**

Section 32.01. The parties recognize that bargaining unit employees are subject to alcohol and drug testing to ensure a drug free workplace in accordance with City policy.

ARTICLE 33
WAGES

Section 33.01. Wage schedules for certified and non-certified Building Inspectors shall be as set forth in Appendix C.

Wage increases/adjustments for the contract term as set forth in Appendix C reflect the following:

First full pay period following ratification by both parties – Two and six-tenths percent (2.6%) increase to top rate and retain descending scale (i.e., Top rate - After 2 years; Start Rate (95% of Top Rate).

First full pay period of 2017 – Two (2%) increase to top rate and adjust descending scale (i.e., Top rate - After 2 years; After 1 year rate (95% of Top rate); and a Start rate (92% of Top Rate).

First full pay period of 2018 –Two percent (2%) increase to top rate and retain descending scale.

Newly hired employees shall normally be compensated at the start rate. However, where qualifications and/or experience exist, the Chief Building Official , with the approval of the Mayor, may place a new employee at a higher rate of pay on the schedule.

Section 33.02. To be qualified and classified as a “Residential Building Inspector,” an employee must maintain a current Residential Building Inspector (RBI) certification through the State of Ohio Board of Building Standards. To be qualified and classified as a “Commercial Building Inspector,” an employee must maintain a current Commercial Building Inspector (Class II, plumbing, mechanical or electrical) certification through the State of Ohio Board of Building Standards.

Section 33.03.

A certified Residential building inspector (RBI certification) holding any of the following additional residential certifications (as certified by the State of Ohio Board of Building Standards) shall be entitled to a certification supplement of seventy-five cents (\$.75) per hour:

RBO (Residential Building Official)
Plumbing

A certified commercial building inspector (CBI) must hold at least one commercial certification in order to qualify for the commercial building inspector pay rate. A commercial inspector holding any of the following certifications (as certified by the State of Ohio Board of Building Standards) as an additional certification shall be entitled to a certification supplement of seventy-five cents (\$.75) per hour for each commercial certification over and above the initial qualifying commercial certification:

Class III commercial certification or higher
 Commercial Mechanical Inspector (HVAC System)
 Commercial Plumbing
 Electrical (commercial and residential combined)
 Storm Water Management

(For example, an employee attains commercial mechanical inspector certification that qualifies him for the CBI rate, and then attains a Class III, the employee is eligible receive one [1] seventy-five cents [\$.75] supplement, not two [2] supplements).

Additionally, a CBI who also holds an RBO certification shall be eligible for a seventy-five cents (\$.75) supplement for the RBO certification.

Section 33.04. In addition to their base pay, all full-time employees shall receive compensation as longevity pay at the rate of five hundred dollars (\$500.00) upon completion of the first five (5) years of service.

Longevity Pay

<u>Years of Service</u>	<u>Effective 2008</u>
5 Years	\$500.00
6 Years	\$625.00
7 Years	\$750.00
8 Years	\$875.00
9 Years	\$1,000.00
10 Years	\$1,125.00
11 Years	\$1,250.00
12 Years	\$1,375.00
13 Years	\$1,500.00
14 Years	\$1,625.00
15 Years	\$1,750.00
16 Years	\$1,875.00
17 Years	\$2,000.00
18 Years	\$2,125.00
19 Years	\$2,250.00
20 Years	\$2,375.00
21 Years	\$2,500.00
22 Years	\$2,625.00
23 Years	\$2,750.00
24 Years	\$2,875.00
25 Years or More	\$3,000.00

Longevity pay shall be computed based upon full-time service with the City and shall be payable in June (normally within the 12th pay of the calendar year) based upon completed years of service as of December 31 of the applicable calendar year.

Section 33.05. Any employee assigned, in writing, by the Mayor or Safety Director to function as “lead person” in the absence of the Chief Building Official, for one (1) full eight (8) hour work day or more, shall be entitled to an additional one dollar and fifty cents (\$1.50) per hour for hours worked during the period of said assignment.

ARTICLE 34
MISCELLANEOUS

Section 34.01. Bulletin Boards. The Employer will provide a space for a bulletin board for the exclusive use of the Union for the posting of notices, which shall be restricted to the following:

- A. notices of Union recreational and social affairs;
- B. notices of Union elections and results;
- C. notices of Union meetings;
- D. notices of official Union business;
- E. notices of safety and health.

Section 34.02. All notices which appear on the Union’s bulletin board shall be posted and signed by a Union official.

Section 34.03. All other notices of any kind not covered in (A) through (E) in Section 34.01 above must receive prior approval of the Chief Building Official or his designee. No Union-related materials may be posted anywhere in the Employer’s facilities/work areas except on the designated bulletin board.

Section 34.04. Pay Day. The regular pay day for all hourly employees shall continue on a biweekly basis.

Section 34.05. Uniforms. The City shall provide employees with uniforms at no cost to the employees. Such uniforms shall be suitable to standards as determined by the Chief Building Official. The employees may have input into the uniform selection with regard to styles and colors. Winter uniforms will consist of a winter jacket, pants and long sleeve shirts. Spring/summer uniforms will consist of a spring/summer jacket, pants and polo shirts.

Section 34.06. Boot allowance. Commencing with calendar year 2007, the boot allowance shall be two hundred fifty dollars (\$250.00) per year.

ARTICLE 35
CONVENTIONS, CONFERENCES, AND MEETINGS

Section 35.01. Any employee attending a required or prior-approved work related training,

convention, conference or meeting (hereinafter referred to as conference) shall be reimbursed for all reasonable and related expenses in accordance with the provisions set forth herein. If the Chief Building Officer/designee deems it necessary, he may require an employee to attend any school, training, or conference; such attendance shall be deemed a requirement for continued employment.

Section 35.02. Prior to attending any conference, the employee must submit a request form along with an estimate of the specific expenses involved. Approval shall be at the discretion of the Mayor and shall be subject to an availability of funds as certified by the Finance Director.

Section 35.03. The actual costs of lodging, turnpike tolls, parking, and registration fees will be reimbursed provided actual receipts/documentation are submitted for each expense. The City shall reserve the right to question the reasonableness of an expense, may reject the actual cost if determined to be excessive, and pay only the prior approved estimated expense. Meal costs shall be reimbursed in accordance with the provisions of Sections 35.06 through 35.08 herein. If an employee's spouse also attends the conference, no reimbursement will be made for his/her added costs or expenses.

Section 35.04. Actual receipts/documentation for expenses are to be submitted along with an expense account voucher to the Director of Finance. Reimbursement of approved expenses will be made in accordance with established payment cycles.

Section 35.05. An employee shall not suffer any straight time loss of pay, for regularly scheduled work hours, as the result of attending any required or prior approved conference.

Section 35.06. All regular full-time employees required to use their personal car in the performance of their job duties for the Employer shall be reimbursed only for such actual mileage at the rate established and published by the Internal Revenue Service. The employee shall not be entitled to reimbursement unless the use of the employee's car was authorized by the Mayor or designee.

Section 35.07. When an employee is required to be away from the City in the performance of his job, the employee shall be reimbursed for his meals at the following rate of pay:

Up to 9:00 a.m.	\$10.00 Breakfast
Up to 1:00 p.m.	\$15.00 Lunch
Up to 6:00 p.m.	\$25.00 Dinner

Section 35.08. Receipts covering expenses must be submitted to the Finance Director along with an expense account voucher in order to receive payment as specified in Sections 35.06 and 35.07 herein.

ARTICLE 36
APPLICATION OF CIVIL SERVICE

Section 36.01. Except as may be expressly provided for in this agreement, Sections 9.44, 124.01 through 124.387, 124.39 - 124.56, 325.19, and 4111.03 of the Ohio Revised Code, the Ohio Administrative Code Chapters 123 and 124, local city ordinances, and any other civil service provisions related to a matter generally addressed within this agreement, shall not apply to employees within the bargaining unit. City ordinances addressing policy issues, where such policy does not conflict with an express provision of this agreement, shall continue to apply to bargaining unit employees. Further, Section 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 36.02. It is expressly understood that the Ohio Department of Administrative Services and the City of Avon Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

Section 36.03. Notwithstanding Section 36.02 above, the parties recognize that the conduct and grading of civil service examinations, the establishment of eligible lists from the examinations (as conducted by the City of Avon Civil Service Commission), and original appointments (entry level) from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 ORC.

Section 36.04. For purposes of example, and in no way to be construed as all inclusive or a limitation of Sections 36.01 and 36.02 above, in accordance with the provisions of 4117.10 (A) ORC, the following contract articles and/or sections thereof specifically supercede and/or prevail over those subjects described in the Ohio Revised Code, Ohio Administrative Code, and/or City Ordinance, as follows:

<u>Contract Article</u>	<u>Supercedes/Prevails Over</u>
Article 11, Seniority	ORC 124.321 through 124.328
Article 12, Hours of Work/Overtime	ORC 4111.03 Ordinance 256.10
Article 13, Sick Leave	ORC 124.38 through 124.387; 124.39, 124.391 OAC 123:1-32-03 through 123:1-32-10; Ordinance 256.14 and 256.24
Article 15, Leaves of Absence and Bereavement Leave	ORC 124.387, OAC 123:1-34-01, 123:1-34-08, 123:1-34-09 Ordinance 256.17

Article 18, Probationary Period	ORC 124.27 OAC 123:1-19-01 through 123:1-19-05, Ordinance 256.08
Article 19, Jury Duty	ORC 124.135 OAC 123:1-34-03
Article 20, Discipline	ORC 124.03, 124.33, 124.34 excluding the provisions of 124.34 (A) related to conviction of a felony; OAC 124:1-31-01 through 124:1-31-04
Article 21, Layoff & Recall	ORC 124.32, 124.321 through 124.328 OAC 123:1-41-01 through 123:1-41-23
Article 25, Vacations	ORC 9.44, 325.19 Ordinance 256.13
Article 26, Holidays	ORC 325.19 Ordinance 256.12
Article 27, Disability Leave	ORC 124.385 OAC 123:1-33-02 through 123:1-33-17 Ordinance 256.15
Article 28, Workers' Compensation Offset	Ordinance 256.15
Article 29, Health Coverage	Ordinance 256.22
Article 30, Accident Insurance	Ordinance 256.23
Article 31, Liability Coverage	Ordinance 256.29
Article 33, Wages	Ordinance 256.06, 256.07, 256.26 256.33
Article 35, Attendance at Training Schools	Ordinance 256.19

ARTICLE 37
FAMILY AND MEDICAL LEAVE

Section 37.01. Family and medical leave shall be granted/charged in accordance with City policy.

ARTICLE 38
DURATION OF AGREEMENT

Section 38.01. This agreement shall be effective upon ratification by both parties and shall remain in full force and effect until 12:00 midnight January 31, 2019, unless otherwise terminated as provided herein.

Section 38.02. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall attempt to commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 38.03. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement. This agreement may only be amended or modified during the life of the agreement by the express, mutual written consent of both parties.

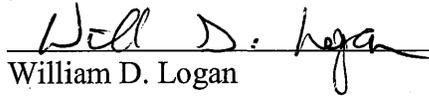
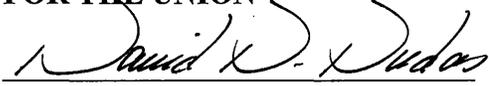
Signed this 9th day of March, 2016, at Avon, Ohio.

FOR THE CITY



Bryan Jensen
Mayor of the City of Avon

FOR THE UNION



William D. Logan
Finance Director



Sandy Conley
Chief Spokesperson

Approved As To Form:



John Gasior, Law Director

Approved by City Council, Avon, Ohio:
Ordinance No. _____

APPENDIX A
GRIEVANCE FORM

APPENDIX B
CITY OF AVON
ALCOHOL & DRUG TESTING POLICY

- A. This policy applies to all employees who are not covered by the City's CDL Alcohol and Drug Testing Policy or by any alcohol and drug testing article in a collective bargaining agreement. Any questions regarding this policy should be directed to each individual employee's department head. The Mayor and/or his designee(s) shall be responsible for the administration of this policy.
- B. Drug and/or alcohol testing may be conducted on employees upon reasonable suspicion, upon return to duty, and on a follow-up basis. Reasonable suspicion shall mean the belief that an employee has violated the alcohol or controlled substances prohibitions, based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of alcohol or drugs of the employee. All drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody, Medical Review Officer, and control and split sample collection and testing.
- C. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the Medical Review Officer shall affirm that the test results were obtained using professionally recognized testing methods. An alcohol concentration of 0.04 or greater shall be considered a positive result. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order.
- D.
 1. All specimens identified to the Medical Review Officer as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method.
 2. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The results of this test shall be determinative.
 3. In the event the confirmatory test confirms the results of the first test, the Employer will proceed with sanctions as set forth in this policy.
- E. If the alcohol or drug testing produces a positive result, the employee may be suspended or terminated. If the employee is suspended, he will also be required to participate in a rehabilitation program. The cost of any rehabilitation program shall be borne by the employee, unless otherwise covered by the employee's health care insurance.

APPENDIX B
(Continued)

- F. An employee who participates in a rehabilitation program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and vacation leave for the period of the rehabilitation program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the rehabilitation program. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of controlled substances, the employee will be returned to his former position. Such employee may be subject to up to six (6) follow-up tests during the first twelve (12) months following his return to work.
- G. A second positive drug and/or alcohol test result will result in termination of any employee not terminated due to the first positive drug and/or alcohol result.
- H. The cost of alcohol tests and drug screening and confirmatory tests shall be borne by the Employer, except any test initiated at the request of the employee shall be at the expense of such employee. The cost of any return-to-duty tests shall also be at the expense of the employee. All records pertaining to drug/alcohol test results shall be kept in a confidential manner, except as otherwise required by law.
- I. Refusal by an employee to submit to an alcohol or drug test will be considered insubordination and will also be treated as a positive test result, and the employee will be subject to discipline, up to and including termination. Actions constituting a refusal to submit to a test include:
1. failing to provide adequate breath for alcohol testing;
 2. failing to provide adequate urine for controlled substance testing;
 3. engaging in conduct that clearly obstructs the testing procedure.

APPENDIX B (Continued)
Notice of Insubordination and
Positive Alcohol or Drug Test Results

Dear _____ (Employee's Name):

The purpose of this form is to ensure you understand that your refusal to submit to an alcohol and/or drug test on this date will be considered an act of insubordination and will also be treated as a positive test result.

As a result of this misconduct, you will be subject to discipline, up to and including termination.

Signature

Date

APPENDIX C
WAGE SCHEDULE
Building Inspectors

WAGE SCHEDULE BASED UPON 2/4/16 TENTATIVE AGREEMENT

Residential Certified Inspector			Commercial Certified Inspector	
	RBI or Higher		At Least One (1) Commercial Certification	
	Hourly	Annual		
2015				
After 1 Year	\$28.09	\$58,427.57	\$30.75	\$63,967.92
Start	\$26.69	\$55,506.19	\$29.22	\$60,769.52
2016				
After 1 Year	\$28.82	\$59,945.60	\$31.55	\$65,624.00
Start	\$27.38	\$56,950.40	\$29.97	\$62,337.60
2017				
After 2 Years	\$29.40	\$61,152.00	\$32.18	\$66,934.40
After 1 Year	\$27.93	\$58,094.40	\$30.57	\$63,585.60
Start	\$27.05	\$56,264.00	\$29.61	\$61,588.80
2018				
After 2 Years	\$29.99	\$62,379.20	\$32.82	\$68,265.60
After 1 Year	\$28.49	\$59,259.20	\$31.18	\$64,854.40
Start	\$27.59	\$57,387.20	\$30.19	\$62,795.20