



AGREEMENT

The City of Canal Fulton

And

TEAMSTERS LOCAL UNION NO. 24

Affiliated with

The International Brotherhood of Teamsters

Effective

JANUARY 1, 2017

Through

DECEMBER 31, 2019

Prepared by:
The City of Canal Fulton and
Teamsters Local No. 24

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ARTICLE 1 - PURPOSE

Parties to Agreement

Section 1.1 This Agreement is between the City of Canal Fulton, Ohio, a chartered municipal corporation, hereinafter known as the Employer, and Freight Drivers Dockworkers and Helpers Teamsters Local 24, AFL/CIO, hereinafter referred to as the Union. **All changes made as a result of the parties' negotiations for this successor Agreement are entered in bold type.**

Purpose

Section 1.2 It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for the equitable and peaceful adjustment of differences which may arise; to promote individual efficiency and service to the citizens of the City of Canal Fulton; to avoid interruption or interference with the efficient operation of the Employer's business; to establish the wages, hours, and other terms and conditions of employment for employees and classifications of the Bargaining Unit herein provided in this Agreement, and to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion; and to meet the other provisions of Ohio Revised Code 4117 and this Agreement.

ARTICLE 2 - RECOGNITION

Section 2.1 The Union is recognized as the sole and exclusive representative for all employees in the Bargaining Unit for the purpose of establishing rates of pay, wages, hours, and other terms and conditions of employment.

Section 2.2 The Union's exclusive Bargaining Unit includes all full-time waste water operators, lab technicians, parks department employees, utilities operators and skilled operators, and street department operators, mechanics and skilled operators. Additionally, the parties have jointly submitted a Petition for Unit Clarification with the State Employment Relations Board which would include the Tax Administrator and Utility Clerk classification.

Section 2.3 Any employees of the Employer (The City of Canal Fulton) not listed in Section 2.2 above are excluded from the Bargaining Unit.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the

public employer, standards of services, its overall budget, utilization of technology, and organization structure;

2. Direct, supervise, and evaluate employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 4 - UNION STEWARDS

Section 4.1 The Bargaining Unit employee shall be permitted a union steward which shall be designated by Local 24. The union steward shall also have an alternate steward to function in place of the steward, during his absence.

Section 4.2 The Union shall submit written notification to the City containing the names of each union representative and alternative representative, and shall notify the City promptly of any changes.

Section 4.3 The union steward shall be granted time off from duty hours, without loss of pay, for the purpose of fulfilling their steward duties, which shall be specifically defined as: The filing and processing of grievances; investigatory interviews or disciplinary representation of members under the Collective Bargaining Agreement; work rule discussions with supervisors or the Employer; review and administration of overtime rosters; any other specific representation need as provided in this Agreement, and; any other meetings which are mutually set by the Employer and the Union. The union steward must obtain prior permission in advance from his supervisor before leaving the work site and he must notify his supervisor immediately upon return to his job. Permission will not be unreasonably refused and union stewards will not abuse the right of the requesting of time off.

ARTICLE 5 - NON-DISCRIMINATION SECTION

Section 5.1 The Employer agrees not to unlawfully discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, age, military status, veterans status, or genetic information, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, military status, veterans status, or genetic information.

Section 5.2 The Employer agrees that there will be no discrimination by the Employer against any employee because of any employee's lawful activities and/or support of the Union.

Section 5.3 The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 6 - DUES DEDUCTION/FAIRSHARE

Section 6.1 The Employer will deduct union dues (or a fair share fee) monthly from the paychecks of employees who have written dues deduction authorizations on file with the Employer. Dues or fees deducted shall be sent to the Union, along with a statement listing amounts deducted for each employee. Written dues deduction authorizations shall be revocable by the employee. A check in the amount of total dues withheld shall be tendered to the Union within ten (10) days from the date of the deduction, barring any unusual circumstances. An alphabetical list of employees, for whom deductions have been made, indicating the amount of the deduction, shall be transmitted to the Union with the deduction. Upon receipt of the deductions, the Union shall accept full responsibility for the funds. In the event an employee's first months' pay is insufficient for deduction, the Employer will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, a subsequent period. The Union will indemnify and hold the Employer harmless from any action grown out of the deductions made by the Employer hereunder.

Section 6.2 For the purpose of this article "eligible employees" are Bargaining Unit employees on the payroll for more than thirty (30) days, who have not claimed a religious exemption from the requirement to contribute to the labor organization. All eligible employees shall either become Union members or pay a fair share fee to the Union.

ARTICLE 7 - NO STRIKE/NO LOCKOUT

Section 7.1 Employees' Pledge During the term of this agreement, all members of the Bargaining Unit pledge that they shall not plan, support or participate in any work

slowdown, strike, or any other form of concerted activity which would amount to a withholding of services of their employment from the Employer. In the event of a violation of this article, the Union agrees, that upon request by the Employer, to issue an immediate written demand to the employees of the City disclaiming such violation and immediately ordering such employees to cease such activity and return to the normal operations of the City.

Notice of violation of this Article may be given to any union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action.

Section 7.2 No Lockout During the term of this agreement the Employer shall not lock out any member of the Bargaining Unit.

ARTICLE 8 - PROBATIONARY PERIOD

Section 8.1 Employees shall be considered to be on probation for a period of six (6) months of continuous employment. The Employer shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period are not subject to the grievance procedure.

ARTICLE 9 - SENIORITY

Section 9.1 Seniority shall be defined as an employee's length of departmental service while working full time in the Bargaining Unit. Seniority shall be honored for purposes of job bidding, overtime, layoff and recall. Current employees shall receive credit for all time spent on the Employer's payroll.

Section 9.2 Senior shall be terminated when an employee:

- A. quits or resigns;
- B. is discharged for just cause;
- C. is laid off for a period of more than one (1) consecutive years;
- D. is absent without leave for three (3) consecutive working days;
- E. fails to report for work when recalled from layoff within twenty-one (21) calendar days from the date on which the Employer sends the employee notice, by certified mail that he has been recalled from layoff unless a satisfactory excuse is shown;
- F. fails to return to work on expiration of a leave of absence.

Section 9.3 The Employer will provide the Union with a list of all employees in the Bargaining Unit listing name, job classification, date of hire, and the date of classification whenever the Employer terminates, hires, lay-off, recalls, transfers and in cases of retirement.

Section 9.4 When two or more employees become employed in the same Department on the same date, the most senior shall be determined by the flip of a coin or the drawing of lots.

Section 9.5 The employer has no current residency requirement and none shall be established for the duration of the Collective Bargaining Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

A "grievance" is a dispute between the Employer and an employee represented by the Union, whether or not such employee is a member of the Union, or between the Union and the Employer, as hereinafter provided, concerning the interpretation, application of, or compliance with, any provision of this Agreement. When any such grievance arises, the following steps shall be observed:

Step 1. Within seven (7) calendar days after the knowledge of the occurrence, or the occurrence of the incident, which is the subject of the grievance, the aggrieved will reduce the grievance to writing on a form provided by the Union. The grievance must be filed with the aggrieved's Supervisor/Department Head.

Within seven (7) calendar days after the grievance is filed, the Supervisor/Department Head will conduct a meeting with the aggrieved to discuss the grievance and attempt to resolve it. Within seven (7) calendar days following this meeting, the Supervisor/Department Head will state the decision in writing on the grievance form and provide a copy to the aggrieved. The failure of the aggrieved to appeal any decision to the next step within seven (7) calendar days of receipt to the Supervisor/Department Head's decision or within seven (7) calendar days of when the decision was due shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.

Step 2. In the event that the aggrieved is not satisfied with the disposition of the grievance at Step 1, the aggrieved may, within seven (7) calendar days of receipt of such decision, forward the grievance to the City Manager. The City Manager, or his designee, the Supervisor/Department Head involved, the employee and the Union's Business Representative or his designee shall, within seven (7) calendar days after the grievance has been filed with the City Manager, make arrangements to meet to discuss the grievance. The City Manager or his designee shall answer the grievance within seven (7) calendar days after the meeting has been held by giving a copy of the answer to the employee and to the Union steward and by mailing a copy to the Union's Business Representative or his designee.

Step 3. In the event a grievance is unresolved after being processed through Step 2 of the Grievance Procedure the Union may submit the grievance to arbitration. Unless mutually waived, then within fifteen (15) days after the rendering of the decision at Step

2; the grievant and the Union may submit the grievance to arbitration. The parties shall meet, within (30) working days of receipt of said request for arbitration for the purpose of selecting the arbitrator from the permanent Panel of Arbitrators. The parties shall select from said list by the alternate strike method until one name remains. This individual shall become the arbitrator.

- A) The following individuals shall be the parties' permanent panel of arbitrators:
 - 1) Dennis Byrne, Ph.D., (2) Dana Castle, Esq., (3) Joseph Gardner, Esq. (4) Michael D. McDowell, Esq. (5) William J. Miller, Esq. (6) Nels Nelson, Ph.D. and (7) Robert Stein, M.A.

- B) Should any of the above Arbitrators retire or otherwise leave the profession the Parties will fill such vacancy by mutual agreement.

The Arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make an award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The decision of the Arbitrator shall be in writing and shall be binding on all Parties.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

The parties acknowledge that pursuant to 4117.10(A), this Agreement provides for the final and binding arbitration of grievances. Therefore, the Employer, Bargaining Unit Employees and the Teamsters are subject solely to this grievance and arbitration procedure and the State Personnel Board of Review or the Civil Service Commission have no jurisdiction to receive and determine any appeals relating to matters that are subject to this grievance and final and binding arbitration procedure.

Any grievance concerning the interpretation, application of or compliance with any provision of this Agreement granting the Union some specific right or benefit as distinguished from those presented by employees or any grievance which applies to all employees equally shall be presented directly by the Union to the Employer by sending a written statement of the grievance to the City Manager. The Union may initially present such grievance at Step 2 of the Grievance Procedure within fourteen (14) calendar days after an officer or other representative of the Local Union has knowledge of the alleged act or omission giving rise to the grievance.

The time limitations provided in the Article may be extended by written mutual agreement of the Employer and the Union. Any grievances not presented in a timely manner for disposition at any step of the Grievance Procedure shall be considered as wholly abandoned. Any grievance not answered in a timely manner by the Employer at any step of the Grievance Procedure shall proceed automatically to the next step.

ARTICLE 11 – LAYOFF AND RECALL

Section 11.1 Whenever it is necessary to reduce the workforce either for lack of work or lack of funds, employees shall be laid off based upon seniority within the affected department with the least senior employee being laid off first. Employees will be recalled in the reverse order.

Section 11.2 Employees shall be given a minimum of seven (7) calendar days advance written notice of layoff indicating the circumstances, which make the layoff necessary.

Section 11.3 In the event an employee is laid off, he shall receive payment for earned but unused vacation upon written request and shall receive payment as quickly as possible, but no later than the next regularly scheduled pay period.

Section 11.4 Employees who receive a letter of layoff may exercise their seniority to bump a junior employee (to avoid being laid off) in any other department covered by the collective bargaining agreement as long as he/she has the qualifications to perform the work, excluding the Tax Administrator and Utility Clerk positions.

Section 11.5 An employee on layoff will be given twenty-one (21) calendar days advance notice of recall. The notice will be sent in writing and by certified mail to the employee's last known address (as shown on the Employer's records). A laid off employee will be recalled to his legal position with full rights in the event that this position becomes available within one (1) year after his layoff date.

Section 11.6 A Supervisor/Superintendent will not perform Bargaining Unit work while a Bargaining Unit employee is on layoff, except that the Street Department Superintendent shall be permitted to do work that the position has historically performed regardless of whether any Bargaining Unit employee(s) is on layoff.

ARTICLE 12 - HOURS OF WORK

Section 12.1 The guaranteed workweek will be five (5) consecutive days Monday through Friday. The workday will be eight (8) hours including a thirty-minute **paid** lunch. The eight-hour day will include two (2) fifteen minutes of paid break time. The tax administrator and utility clerk will receive 30 minutes of **paid** and two (2) fifteen minutes of paid break time.

Section 12.2 All Bargaining Unit employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked including paid leave hours such as vacation, personal, compensatory time, and holiday leave in excess of forty (40) in one (1) work week, or eight (8) hours in one (1) day. The supervisor will offer overtime to qualified employees in line of seniority with the most senior qualified employee being offered first.

For daily overtime purposes a day will begin at the scheduled start time and will end at the next scheduled start time.

Section 12.3 All Bargaining Unit employees shall receive 1.5 times their regular rate of pay for all hours actually worked on Holidays in addition to eight (8) hours of holiday pay.

Section 12.4 Any employee who is called to work at a time when he is not regularly scheduled to report shall receive a minimum of two (2) hours pay at the applicable hourly rate. Employees who perform work for more than two (2) hours shall receive pay for all hours worked.

Section 12.5 The employees may elect to receive and the City agrees to pay compensatory time at the rate of time and one-half (1-½) their regular hourly rate. Employees can accumulate up to one (1) year of compensatory time. All compensatory time must be used by October 31st of each calendar year. Any compensatory time remaining after October 31st of each calendar year shall be paid in cash with the next pay period.

Section 12.6 Compensatory Time may be taken in one (1) hour increments or more. Except in an emergency, employees will give the employer one (1) day advance notice of his desire to use compensatory time.

Section 12.7 Any employee who leaves the employment of the City whether by resignation, layoff, retirement or discharge will be paid a lump sum at the time of leaving to fully compensate him for any compensatory time accumulated but not taken.

ARTICLE 13 – VACATIONS

Section 13.1 All fulltime employees of the Bargaining Unit shall not be entitled to vacation until they have completed twelve (12) months of service. Such employees shall then receive vacation according to the following schedules:

| | |
|--|--------------|
| One Year through Four Years Service | 10 Days |
| Five Years through Nine Years Service | 15 Days |
| Ten Years through Fourteen Years Service | 20 Days |
| 15 Years or More | 21 Days Plus |

Employees with fifteen (15) years or more of service shall be entitled to one additional day for each year of service up to a maximum of twenty-five (25) days.

Section 13.2 Forty (40) hours of vacation time not taken during the year in which it is earned may be carried over from year to year at the employee's discretion, and the employee can choose to receive the vacation pay in lieu of taking up to one week of his/her vacation.

Section 13.3 Days specified as holidays shall not be charged to an employee's vacation leave. If an employee terminates employment after more than one year of service, he or she is entitled to payment for all earned but unused vacation.

Section 13.4 Vacation may be taken in one (1) hour increments or more. Except in an emergency, employees will give the employer one (1) days advance notice of his desire to use vacation time.

Section 13.5 Any employee who leaves the employment of the City whether by resignation, layoff, retirement or discharge will be paid a lump sum at the time of leaving to fully compensate him for any vacation entitled to but not taken.

Section 13.6: Employees with previous work experience with any public subdivision within the State of Ohio will receive credit towards earned vacation for that time employed. The employer will acknowledge those year(s) of service and apply them to the vacation schedule.

ARTICLE 14 - HOLIDAYS

Section 14.1 All Bargaining Unit employees will be granted the following paid holidays. It is understood that if a holiday falls on Saturday, it will be observed on Friday. If a holiday falls on Sunday, it will be observed on Monday.

| | |
|------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | 3 Personal Holidays |
| Veteran's Day | |

Section 14.2 Holidays shall be considered as a day worked for accrual of fringe benefits.

Section 14.3 Hours actually worked on the holiday shall be compensated at one and one-half (1-1/2) the hourly rate for all hours worked in addition to the holiday pay.

Section 14.4 To qualify for holiday pay employees must work their normal workday immediately preceding or following said holiday. If an employee is compensated for vacation or personal days the day preceding or the day following a holiday, he shall be considered as having worked on that day and shall qualify for said holiday.

Section 14.5 After one year of service, all employees shall be entitled to three personal paid holidays each year to be used at the employee's discretion but with the prior approval of the Department Head. Such approval will not be unreasonably denied.

ARTICLE 15 – SICK LEAVE

Section 15.1 A Bargaining Unit employee accrues sick leave at the rate of 4.6 hours per eighty (80) hours of active pay status. There will be no accumulation for overtime hours. Only those hours already accrued can be requested for authorized paid sick leave. An employee will be charged sick leave only for the days the employee is absent and on days which the employee would otherwise have been scheduled to work. Sick leave payment will not exceed the normal scheduled workday or a maximum of eighty (80) hours per pay period.

Section 15.2 Accrued sick leave may be taken for absences due to illness or injury to the employee or a member of his or her immediate family. Employees may use sick leave for absence due to personal illness, injury or death in the employee's immediate family.

Section 15.3 Sick leave may be used if an employee or a member of his or her immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the employee's presence on the job would jeopardize the health of others. Accrued sick leave may also be used for absences due to pregnancy and/or childbirth and medical, dental or optical examinations or treatment of an employee or a member of the immediate family when such examinations cannot be scheduled during non-work hours.

Section 15.4 The immediate family or close relationship is defined as: mother, father, sister, brother, wife, husband, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchildren, grandchild or grandparent-in-law.

Section 15.5 An employee using sick leave for three (3) or more consecutive work days may be required to furnish a Physician's report to be eligible for paid sick leave.

Section 15.6 Upon retirement from the City, an employee may cash out one-fourth (1/4) of their accumulated sick leave. Additionally, to be eligible for sick leave conversion at retirement, the employee must have worked for the City for at least ten (10) years.

ARTICLE 16 - DISABILITY PAY

For a worker's compensation lost time injury, the employee shall receive regular pay using accrued sick leave. When temporary total benefits are received by the employee, the employee shall endorse the check over to the City and the employee's sick leave shall be credited back to the employee's sick leave bank on a prorated basis. For example, if an employee who earns \$10.00 per hour/\$80.00 per day is absent for 10 days due to a work-related injury, the City will pay the employee \$800.00 utilizing the employee's sick days. If the employee collects \$560.00 in temporary total disability, the

employee's sick leave bank will be credited with 7 sick leave days after endorsing the check to the City.

ARTICLE 17 – FUNERAL LEAVE

Section 17.1 If a death occurs among members of the employee's immediate family (defined as spouse, significant other, child, mother, father, and siblings), such employee shall be granted three (3) consecutive days of funeral leave. The leave shall be consecutive and contiguous to the death without loss of pay, benefits, days off, holidays, vacation time, or sick leave. Funeral leave may be extended, with the permission of the department head.

Section 17.2 If a death occurs among members of the employee's extended family (defined as step-parents, parents-in-law, brother/sister-in-law, grandparents), the employee shall be granted one (1) day of funeral leave, consecutive and contiguous to the death without loss of pay, benefits, days off, holidays, vacation time, or sick leave. The funeral leave referenced in this Article may be extended with the permission of the department head.

ARTICLE 18 - LEAVE OF ABSENCE

Section 18.1 All leaves of absence without pay and any extension thereof must be applied for in writing to the City Manager on forms supplied by the City, at least thirty (30) working days prior to the proposed commencement of the leave, except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within fifteen (15) working days after the submission of the request. Any denial of the requested leave of absence will include the reason for the denial. Any 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. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City shall cancel the leave and direct the employee to return to work. Appropriate disciplinary action may be taken after a review of the circumstances. An Employee who fails to return to work at the expiration or cancellation of a leave of absence, or who fails to secure an extension thereof, shall be deemed to be without leave.

Section 18.2 The Union and the Employer will comply with Federal Law as it relates to the Family Medical Leave Act.

ARTICLE 19 – COURT LEAVE

Section 19.1 Employees required to perform jury duty or serve as court witness under summons or subpoena in a work-related case will receive full pay for time away from work. However, payment received for such duty must be submitted to the department head.

Section 19.2 Employees required to perform jury or other service as defined above will also be reimburse for parking fees expended to perform such services, provided written receipt of expenses are submitted to the Finance Director's office. Payment will be made from Administrative Expenses Petty Cash Fund.

ARTICLE 20 – MILITARY LEAVE

Section 20.1 – The City agrees to follow all state and federal laws regarding military leave.

ARTICLE 21 - PERSONNEL FILES

Section 21.1 The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the Employer or his designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employees Union Representative will be granted access to his personnel file upon reasonable request made to the Employer.

Section 21.2 Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file. The Local Union will also be provided a copy of any disciplinary action. Verbal and written reprimands and suspensions will not be used as a basis for progressive discipline after one (1) year unless the disciplinary action involves major misconduct for which progressive discipline does not apply.

Section 21.3 Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the Employer.

ARTICLE 22 - BULLETIN BOARD

Section 22.1 The City shall provide the Union with a bulletin board at a mutually selected location. All notices or other materials posted on the bulletin board must be signed by the President of the Union or an official representative of the Union.

ARTICLE 23 - SAFETY AND HEALTH

Section 23.1 The City agrees to adhere to all state and federal laws regarding providing a safe work place.

Section 23.2 The Employer will provide any protective devices and other equipment required to perform the assigned work.

Section 23.3 In circumstances where an employee and his supervisor disagree on whether a working condition is safe, the employee shall have the right to contact the City Manager or designee for immediate review of the working condition. If the City

Manager or designee determines the working condition is safe, the employee shall perform the work unless he/she reasonably believes the work presents an imminent danger of death or serious harm

ARTICLE 24 - DISCIPLINE

Section 24.1 No regular non-probationary employee shall be disciplined except for just cause.

Section 24.2 Discipline will be applied in a corrective, progressive when applicable and uniform manner. Verbal and written reprimands are not grievable at the time of issuance. If discipline progresses to suspension or discharge, an employee may file a grievance on all discipline leading up to the suspension or discharge. However, the employee may make written protest on the reprimand prior to it being placed in the personnel file. The Employer shall initiate any disciplinary action with a reasonable time of knowledge of the violation by the Supervisor. The employee shall have seven (7) days from the date of issuance to protest.

Progressive discipline is defined as follows:

- A. If the employee is in violation of the City rules, the supervisor shall first warn the employee in writing and suggest ways to improve the situation.
- B. If the condition continues to exist, the employee shall then receive a written explanation of the situation along with corrective actions to be taken.
- C. If the condition continues to exist, the employee shall be given up to three (3) days off. This also shall be in writing and must be filed in the employee's personnel file.
- D. If the condition continues to exist, then the employee shall be given up to thirty (30) days off. This also shall be in writing and filed in the employee's personnel file.

Progressive discipline shall not apply to instances of major misconduct.

Major misconduct includes, but is not limited to, the following examples: dishonesty, reporting to work under the influence of drugs or alcohol, using illegal drugs or alcohol while on City work time, threatening or abusive conduct toward coworkers or members of the public, sexual harassment, theft, false reports, sabotage, deliberate negligence, destruction of property, physical violence, etc.

Section 24.3 Any employee who has been accused of misconduct or a violation of the departmental and/or City's rules and regulations and such accusations are the basis of an investigation by the Department, shall have a written statement of the accusations made against him, including the name of the individual bringing the charges. Whenever the Employer or his designee charges an employee with misconduct that could result in disciplinary action, up to and including discharge, prior to the Employer taking such action, an investigatory conference will be scheduled to give the employee an

opportunity to offer an explanation of the alleged conduct. This conference shall be scheduled during the employee's regular work hours. A written outline of charges will be presented to the employee not less than twenty-four (24) hours prior to the scheduled conference. The employee must have a Union representative present for such conference.

The employee or his representative may be granted a reasonable period of time to gather and present at a subsequent meeting any testimony, witness, or documents before final disciplinary action is issued.

Section 24.4 Appeals of discipline; i.e., time off, suspension or discharge (except for probationary employees) shall only be appealed through the grievance procedure contained in this Agreement.

Section 24.5 The Employer and the Union agree that all disciplinary procedures shall be carried out in a business-like manner.

Section 24.6 The City shall not consider, as a basis of progressive discipline, any reprimand, suspension, or other disciplinary action which occurred more than one year prior.

ARTICLE 25 – INSURANCE

Section 25.1 The coverage provided to each Bargaining Unit employee is incorporated by reference into this Agreement. The Employer agrees to maintain this or similar coverage during the term of this Agreement, but in no way less coverage than is currently in effect. Current coverages are attached to this Agreement as Exhibit A.

Section 25.2 The Employer shall provide and maintain in force by the payment of necessary premiums, life insurance benefits currently in effect for all Bargaining Unit members, for the duration of this Agreement.

Section 25.3 On the effective date of this Agreement, the Employer will pay 85% of the premiums to maintain the current level of Health and Welfare benefits. The Employer agrees to pay 100% of the premium for the dental and vision insurances for the duration of this Agreement.

Section 25.4 The Employer will reimburse directly to each employee an amount equal to that employee's or his family's Health and Welfare deductible paid during each calendar year.

ARTICLE 26 - WAGES

Section 26.1 Wage rates increases for employees shall be as follows:

| | 2017 2.00% | 2018 2.00% | 2019 2.00% |
|--------------------------|-----------------------------|-----------------------------|-----------------------------|
| Streets | | | |
| Operator Entry | \$15.56 | \$15.87 | \$16.19 |
| Operator C | \$16.87 | \$17.21 | \$17.55 |
| Operator B | \$18.24 | \$18.60 | \$18.97 |
| Operator A | \$19.66 | \$20.05 | \$20.45 |
| Skilled Operator | \$21.03 | \$21.45 | \$21.88 |
| Assistant Superintendent | \$22.44 | \$22.89 | \$23.35 |
| Utilities | | | |
| Operator Entry | \$15.56 | \$15.87 | \$16.19 |
| Operator C | \$16.87 | \$17.21 | \$17.55 |
| Operator B | \$18.24 | \$18.60 | \$18.97 |
| Operator A | \$19.66 | \$20.05 | \$20.45 |
| Skilled Operator | \$21.03 | \$21.45 | \$21.88 |
| Assistant Superintendent | \$22.44 | \$22.89 | \$23.35 |
| Tax Administrator C | \$18.24 | \$18.60 | \$18.97 |
| Tax Administrator B | \$19.66 | \$20.05 | \$20.45 |
| Tax Administrator A | \$22.44 | \$22.89 | \$23.35 |
| Utility Billing Clerk C | \$16.87 | \$17.21 | \$17.55 |
| Utility Billing Clerk B | \$18.24 | \$18.60 | \$18.97 |
| Utility Billing Clerk A | \$19.66 | \$20.05 | \$20.45 |
| Mechanic C | \$18.24 | \$18.60 | \$18.97 |
| Mechanic B | \$19.66 | \$20.05 | \$20.45 |
| Mechanic A | \$21.03 | \$21.45 | \$21.88 |

Wages will be retroactive to **01/01/17**.

The Employer shall have the right to start a fully qualified newly hired Operator at the Operator C Rate.

Employees hired into and/or incumbent to the Operator Classification will advance from entry to Operator A and/or skilled operator based on their acquisition of necessary skills, ability to work independently at the higher level and the Employer's need for individuals in a specific category. The City would agree an employee's advancement would be based upon objective evaluation and increases would not be denied in a capricious manner.

Section 26.2- Longevity All full-time employees shall be entitled to longevity payments based upon years of total service with the Employer. The applicable sum will be divided by the number of pay periods within the year and shall be included in the employee's regular paycheck.

Employees will receive \$150.00 per year of service. (I.E.: One (1) year = \$150.00, Fifteen (15) years = \$2,250.00 and so on.)

Section 26.3 – Clothing and Equipment Allowance: The Employer will furnish a uniform, boot, and outerwear allowance to all non-clerical employees of \$500.00 per year. In addition, the employer will provide uniform shirts **annually** for all non-clerical employees. The employer will also pay for required monogram, patches, etc.

Section 26.4 – Travel Reimbursement All employees, when on official business for the City shall be reimbursed the IRS rate for travel reimbursement for mileage traveled by personal automobile.

Section 26.5 – Stipends: Streets and Utilities Department employees will receive an annual stipend for obtaining and maintaining the required licenses as follows:

| | |
|-----------------------------------|----------------------|
| State Pesticide License | \$500.00(.24) |
| Water | \$750.00(.36) |
| Wastewater License | \$750.00(.36) |
| Mechanic ASE Certification | \$750.00(.36) |

All license stipends are available to road, utilities and mechanic classifications. Anyone obtaining the licenses will be paid the stipend.

ARTICLE 27 - SAVINGS CLAUSE

Section 27.1 Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be totally in violation of, or contrary to, state, or federal statutes now effective, or which may become effective during the term of this Agreement, shall be considered void, except where the parties have agreed to deviate from state law pursuant to Revised Code Section 4117.10. Any provision of this Agreement, which is thus voided, shall be negotiated by the parties immediately upon their being informed of a provision thus made void.

ARTICLE 28 - WAIVER OF NEGOTIATIONS

Section 28.1 The Employer and the Union acknowledge that during negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived by the parties after exercise of that right and opportunity are set forth in this Agreement.

Section 28.2 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement. In addition, each party agrees that the other shall not be obligated to negotiate regarding 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 or contemplation of either or both parties at the same time they negotiated and signed this Agreement.

ARTICLE 29 – SUBCONTRACTING/PRIVATIZATION

The Employer shall not use any subcontractor, third party, private company, community service workers or another method for work regularly performed by Bargaining Unit employees if said use results in the layoff of a Bargaining Unit employee or leads to the diminution of the Bargaining Unit.

ARTICLE 30 - TRAINING

Full-time, non-probationary employees may receive continuing education course and/or college tuition reimbursement up to \$1,000.00 per year for accredited college course as related to their employment upon the following schedule:

| | | |
|------------------------|--------------------|-------------|
| Grade attained: | A | 100% |
| | B | 90% |
| | C | 80% |
| | Less than C | 0 |

In order to receive any reimbursement, the employee must obtain prior approval of the Department Head and the City Manager. If an employee resigns voluntarily, is terminated or retires within two (2) years of the completion of the course, the tuition reimbursement must be refunded to the City. The City shall provide a waiver for the employee to sign wherein the employee acknowledges this duty to repay the City where applicable. Materials obtained from said education remain the property of the City.

is terminated or retires within two (2) years of the completion of the course, the tuition reimbursement must be refunded to the City. The City shall provide a waiver for the employee to sign wherein the employee acknowledges this duty to repay the City where applicable. Materials obtained from said education remain the property of the City.

Before the above reimbursement can be made, the employee shall be required to show verification of the above referenced grade. Upon receipt of verification to the employee's immediate supervisor, reimbursement payment shall be made during the thirty (30) calendar day period following such submission.

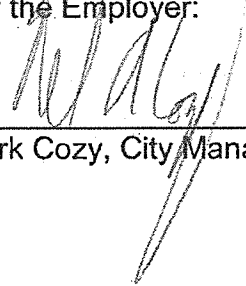
ARTICLE 31 – DURATION

Section 31.1 Duration This Agreement shall be effective as of ratification by both parties, and shall remain in effect through **December 31, 2019**, and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement, on or before sixty (60) days prior to the expiration of such period, notifies the other party in writing of its intention to terminate this Agreement.

Section 31.2 If for any year of this contract that medical insurance premium rates increase by 15% or more, either the bargaining unit or the city may re-open the contract for insurance only with written notice to the other party no more than thirty (30) days following the effective date of the premium increase.

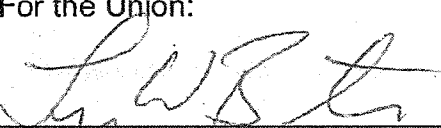
In witness whereof, the parties have set their hands this 3rd day of April 2017.


For the Employer:



Mark Cozy, City Manager

For the Union:



Travis Bornstein, President
Teamsters Local No. 24


Dave Richards, Secretary/Treasurer
Teamsters Local No. 24

Exhibit A
CANAL FULTON HEALTH CARE PLAN SUMMARY

| Coverage Item | Coverages Effective 1/1/17 – 12/31/19 THP HMO Value 10/20 – 1,000 or = PLAN | |
|---------------------------|---|---------------|
| Annual Deductible | <i>Individual</i> | <i>Family</i> |
| Network | \$1,000* | \$2,000* |
| Non-Network | N/A | N/A |
| Co-Insurance | | |
| Network | 100% | |
| Non-Network | N/A | |
| Maximum Out of Pocket | <i>Individual</i> | <i>Family</i> |
| Network | \$2,000 | \$6,000 |
| Non-Network | N/A | N/A |
| Doctor Visits | | |
| Network | \$10/(Spec. \$20) | |
| Non-Network | N/A | |
| Preventative | \$10 | |
| Emergency | \$75 | |
| Urgent Care | | |
| Network | \$45 | |
| Non-Network | N/A | |
| Plan Maximum | Unlimited | |
| Prescription Drug Program | @ Pharmacy Tier One = \$15.00 w \$5.00 reimbursement Tier Two = \$25.00 w \$5.00 reimbursement Tier Three = \$45.00 w \$10.00 reimbursement Via Mail Order (90 Days) Tier One = \$ 37.50 Tier Two = \$ 75.00 Tier Three = \$125.00 | |
| Additional Notes | Drug Plan Shown is Unlimited | |

* Any deductible expenses incurred by employees are reimbursable.