



**Collective Bargaining Agreement**

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03/08/2013

**Between**

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and  
Service Workers International Union**

**On Behalf of**

**USW Local 6621**

**and**

**The City of Lorain, Ohio**

**October 1, 2011 through September 30, 2014**

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**ARTICLE 1**  
**STATEMENT OF PERSONNEL RELATIONS**

**Section 1.** Collective bargaining shall be recognized. It is through the process of collective bargaining that the close harmonious relationship between the City, department heads and employees, necessary for effective administration is achieved.

**Section 2.** All collective bargaining, with respect to wages, hours, terms and other conditions of employment shall be conducted by authorized representatives of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union on behalf of Local Union 6621, and a committee authorized by the Mayor.

**Section 3.** The City and the Union agree that they have entered into negotiations to establish this Agreement which has as its purpose the following:

- a. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance;
- b. To provide for the peaceful and equitable adjustment of differences which may arise;
- c. To attract and retain qualified employees by providing equitable compensation for their services;
- d. To insure the right of every employee to fair and impartial treatment;
- e. To provide an opportunity for the Union and the Employer to negotiate as to hours, wages, terms and other conditions of employment;
- f. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer through representation of the Union to exchange views and opinions on policies and procedures affecting the conditions of their employment;
- g. To provide orderly and harmonious employee relations in the interest, not only of the parties but of the citizens of Lorain, Ohio.

**Section 4.** Toward this end, the parties hereto agree to devote every reasonable effort to assure that the City and its agents, and the Union and its members and officers, along with all members within the Bargaining Unit will comply with the provisions of this Agreement.

**ARTICLE 2**  
**RECOGNITION**

**Section 1.** This Agreement is entered into by the City of Lorain, hereinafter referred to as "Employer" or the "City", and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, on behalf of Local 6621, hereinafter referred to as the "Union", or "Local 6621".

The Employer recognizes the Union as the sole exclusive representative of the bargaining unit defined herein, for the purposes of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer in the bargaining unit.

**Section 2.** The power and authority granted under this Agreement shall be subject to the rights, privileges and powers as granted to or imposed upon the City of Lorain, its agents, servants and employees, under and by the Constitution of the State of Ohio and the Ohio Revised Code.

**Section 3.** The City of Lorain and the Union are in agreement that the positions listed in Article 29, Section 6 of this agreement define the positions of the bargaining unit represented by the United Steelworkers International Union, on behalf of Local 6621 who are employed by the City of Lorain, Ohio. The City of Lorain and the Union hereby agree to file a joint petition, within thirty days of the execution date of this agreement, to the State Employment Relations Board, hereinafter referred to as SERB, seeking SERB approval that the positions listed in Article 29, Section 6 of this agreement comprise the classifications of the deemed certified bargaining unit represented by the United Steelworkers International Union on behalf of United Steelworkers International Union, Local 6621.

**Section 4.** Any and all SERB decisions on the makeup of the bargaining unit shall be binding upon the City and the Union, unless and until changed through the appropriate procedures mandated by law.

**Section 5.** All positions and classifications not specifically established through the SERB process as being included in the bargaining unit shall be deemed excluded from the bargaining unit.

**Section 6.** Should new classifications be established within the City during the term of this agreement either the Union or the Employer may petition the SERB on the issue of whether or not the newly established classification should be included or excluded within the bargaining unit. The final and binding decision on all bargaining unit composition matters shall rest solely with the SERB and shall be made in accordance with all applicable SERB rules and regulations.

**Section 7.** If an employee is promoted to a position outside of the bargaining unit, and it is subsequently concluded by the Employer that such individual be returned to the bargaining unit at any time within a six (6) month period after the date of promotion, they shall retain full seniority rights in the bargaining unit.

An employee continued in a position outside of the bargaining unit for a period of more than six (6) months who is subsequently returned to the bargaining unit shall begin his seniority accumulation anew. This shall not be considered to affect vacation, longevity or any other fringe benefits.

**Section 8.** It is mutually agreed to by the parties that no section of the Civil Service Laws contained in Revised Code Chapter 124 or the local rules and regulations of the Lorain Civil Service Commission shall apply to employees in the Bargaining Unit where such laws, rules and

regulations are in conflict with matters addressed in this Agreement. All sections of the Civil Service Laws contained in Revised Code Chapter 124 or the local rules and regulations which are not in conflict with matters addressed in this Agreement shall continue to have force and effect as per ORC 4117.10(A). All matters covered by this Agreement shall be governed solely by this Agreement. To the extent that 4117 of the Ohio Revised Code specifies Ohio statutes which prevail over terms of collective bargaining agreements such statutes will govern. It is expressly understood and agreed to that the Lorain Civil Service Commission shall have no authority or jurisdiction over matters that are subject to the Grievance Procedure of this Agreement. The Lorain Civil Service Commission shall continue to have authority and/or jurisdiction over those matters not in conflict with or addressed by this agreement that are not subject to the Grievance Procedure of this Agreement.

### **ARTICLE 3 NON-DISCRIMINATION**

**Section 1.** Both the City and the Union recognize their respective responsibilities under Federal and State Civil Rights Law, fair employment practice acts and other similar constitutional statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, national origin, age, sex, religion, physical handicap, familial status, political affiliation or political activity allowed by law.

**Section 2.** The Employer agrees not to interfere with the rights of Bargaining Unit members to become members of the Union and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity or any activity that is taken in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

**Section 3.** The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**Section 4.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

### **ARTICLE 4 DUES CHECK-OFF**

**Section 1.** The City will check off monthly dues, assessments and initiation fees as designated by the International Secretary-Treasurer of the Union for all bargaining unit members who are members of the Union for the duration of this agreement, as membership dues in the Union.

The fair share fee as provided for in Article 5, voluntary PAC contributions, initiation fee, assessments levied by the Union and periodic membership dues shall be deducted in proportionate amounts from each pay period of each month by the City from the employee's

payroll check and payment thereof to the International Union shall be automatic and shall not require an employee's authorization.

**Section 2.** The City shall promptly remit any and all amounts so deducted, along with a check-off list to the International Secretary-Treasurer of the Union, who shall notify the City in writing, of the respective amounts of dues, initiation fees and assessments which shall be so deducted. The check-off list will include the names of the Union members, their address and their clock or employee number. This list will include all those for whom dues were deducted and also from those where no deductions were made, and the reason for non-deduction. If the compensation of an employee for any period is insufficient, the City shall make the deduction from the next pay period which is sufficient.

**Section 3.** The City agrees that it will check-off and transmit to the Secretary-Treasurer of the United Steelworkers International Union Political Action Committee (USW PAC) voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAC. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be specified in such forms and in conformance with any applicable state or federal statute. The signing of such PAC check-off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the City.

## **ARTICLE 5 FAIR SHARE FEE**

**Section 1.** Each employee hired by the City who is not specifically excluded from the bargaining unit under the terms of this agreement, who does not become a member of the Lorain Ohio Municipal Employees Local Union 6621 (USW Local 6621), hereinafter referred to as "union ", within 60 days of employment with the City, shall be required as a condition of employment, to pay the Union a Fair Share Fee.

**Section 2.** The Fair Share Fee shall be established to cover the employee's pro-rata share of: 1) the direct costs incurred by the Union in negotiating and administering the collective bargaining agreement (hereinafter referred to as the "Agreement"), and of settling grievances and disputes arising under the Agreement; and 2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement.

**Section 3.** Prior to the effective date of these Fair Share provisions and the anniversary date of each succeeding year for the term of this Agreement, the Union shall certify the proportionate amount of its total dues and Fair Share Fees that were spent on activities that could not be charged to the fees of non-members during the preceding year. The amount of the Fair Share Fee required to be paid by each non-member employee in the unit during the succeeding year shall be the amount of regular dues paid by employees in the unit who are members of the Union, less each non-members proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior year. In no event shall the Fair Share Fees exceed the amount of dues paid by Union member employees.

**Section 4.** In the event that any employee who is required to pay a Fair Share to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the Employer in a interest-bearing escrow account, pending exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to the provisions of Revised Code Section 4117.09 (C).

**Section 5.** The Employer shall be relieved from making Fair Share deductions from an employee upon: 1) termination of employment; or 2) transfer to a job other than one covered by the Agreement; or 3) lay-off from work; or 4) an agreed leave of absence.

The Employer shall not be obligated to make Fair Share Fee deductions from any employee who, during the month involved, shall have failed to have received sufficient wages to equal the deductions. The Fair Share Fees shall be deducted and remitted during the same period as Union dues.

**Section 6.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support the Union.

**Section 7.** The deduction of a Fair Share Fee by the Employer shall be automatic, in compliance with the provisions of this Article and ORC 4117.09 (c). The City shall provide the Union with a monthly list of all employees who are paying a Fair Share Fee.

## **ARTICLE 6 MANAGEMENT RIGHTS**

**Section 1.** The Employer shall have the exclusive right to administer the business of the City and its departments in addition to all other functions and responsibilities which are required by law, provided that such rights have not been limited or modified by the express terms and conditions of this Agreement. Specifically the Employer's exclusive management rights include, but are not limited to the following:

- a. 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 Employer, standards of services, its overall budget, utilization of technology and organizational structure;
- b. Direct, supervise, evaluate or hire employees;
- c. Maintain and improve the efficiency and effectiveness of governmental operations;
- d. Determine the overall methods, process, means or personnel by which governmental operation are to be conducted;

- e. Suspend, discipline, demote or discharge for just cause, or lay-off, transfer, assign, schedule, promote or retain employees;
- f. Determine the adequacy of the work force;
- g. Determine the overall mission of the Employer as a unit of government;
- h. Effectively manage the work force.

**Section 2.** The Employer recognizes that, in the exercise of its rights, it shall comply with the provisions of this Agreement. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

## **ARTICLE 7 NO STRIKES AND LOCKOUTS**

**Section 1.** Strikes Prohibited. During the term of this Agreement, neither the Union, its officers, agents or members, nor any employee will authorize, instigate, aid, condone, or engage in a work stoppage or strike, or other interruption or any impeding of services at any facility of the City covered by this Agreement. Any employee or employees who violate the provisions of this Article may be discharged from the employ of the City. The City agrees that prior to such discharge, it will provide to a Union representative of the facility or facilities involved, a list of names of Employees whom the City has determined to discharge.

**Section 2.** Lockouts Prohibited. The City agrees that during the term of this Agreement there shall be no lockouts of employees who have not violated the provisions of Section 1, above.

**Section 3.** Nothing herein shall restrict any statutory rights of the City to act in regard to an illegal strike by its employees.

## **ARTICLE 8 UNION REPRESENTATION**

**Section 1.** No employee shall be recognized by the Employer as a union representative until the Union has presented the Employer with written certification of the person's selection.

**Section 2.** Upon written notification to his/her Sub-Department Head, which shall be given at least ten days in advance, Union representatives shall be granted approved leaves of absences without pay, in order to attend to matters pertaining to the administration of the business of the Union. Notification on shorter notice shall be granted except in cases of extreme emergency and/or when an overtime situation will be created by the absence of the union representative that is not approved by the responsible management official. The Union shall pay any and all lost wages and expenses incurred by the representative(s) during the approved leave period. No more than two (2) union representatives from any one sub-department shall be permitted such leaves at any one time.

Union representatives shall continue to accrue sick leave and vacation leave credits, while on approved leaves as provided herein. All other benefits as provided in this agreement shall continue. All wages paid by the Union to a representative(s) while attending to Union business shall be considered hours worked for purposes of overtime pay eligibility.

**Section 3.** Authorized Union Representatives, may, upon request to their immediate supervisor be allowed a reasonable amount of time off from work to perfect grievances and to perform other administrative duties in conjunction with their responsibilities as Union representatives without loss of pay or benefits. Such requests shall not be unreasonably denied, however, the Union Representatives shall secure approval for leave as provided for in Section 4 below, and shall be required to respond to any work situations that may arise from time to time before proceeding with leave as provided for in this section.

**Section 4.** Authorized Union Representatives shall be required to complete the form as agreed to in the memorandum of agreement dated 12/01/88 and as duplicated as part of the Appendix to this Agreement in order to proceed with leave as specified in the above Section 3. If it is found that the Union is abusing time under Section 3 above, the Employer shall discuss the situation with the Union at a special meeting called for that purpose.

**Section 5.** The Local Union President, Grievance Committee Members and International Union Officers shall have the right to visit the various sub-departments, upon approval from the affected sub-department head, which shall not be unreasonably denied, in order to conduct the legitimate business as provided for above that may arise from time to time in the application and administration of the provisions of this agreement. The before mentioned Representatives agree not to disrupt the operation of any facility or sub-department of the Employer.

**Section 6.** The City shall allow the Union to conduct a thirty minute orientation during working hours, for newly hired bargaining unit employees once every six months.

**Section 7.** Notwithstanding any other Article or Section of this Agreement to the contrary, when a decrease of force is effected pursuant to the layoff provisions of this Agreement, the elected Local Union President, Local Union Grievance Committee Chairman and one (1) Local Union Grievance Committee Member from each zone as established by the Union, not to exceed six (6), shall, if a reduction of force continues to the point at which they would otherwise be laid off, be retained at work in their current classification provided they can perform the work of that classification.

The intent of this provision is to retain in active employment the Local Union Officers specified above for the purpose of continuity in the administration of the terms of this Agreement, in the interest of the bargaining unit employees, so long as a work force is at work, provided that none of the above Local Union Officers shall be retained in employment unless work which he can perform is available to him in the sub-department or departments which he/she represents on the Grievance Committee.

**ARTICLE 9**  
**SENIORITY, LAYOFFS, BUMPING AND RECALL**

**Section 1.** Seniority shall be defined as the length of continuous service with the City. Seniority shall be measured in calendar days of employment beginning with the employee's first day of employment in the bargaining unit.

**Section 2.** The term "Continuous Service", as used in this Agreement, shall be so construed that absence from employment due to accident, illness, approved leave of absence, or layoff by the City due to lack of work or funds shall not cause a break in the meaning of the term "Continuous Service" for the purpose of computing seniority. Any employee absent from work due to layoff, physical disability, or approved leave of absence, shall continue to accumulate seniority during such absence for a period not to exceed three (3) years, unless otherwise stated in this agreement. Notwithstanding the above, absence due to compensable disability incurred during the course of employment shall not cause a break in seniority of an employee until it is determined that such employee is permanently disabled.

**Section 3.** The City shall provide an up to date seniority list of all City employees. The list shall be kept up to date and give the employee's date of employment with the City. The list shall be posted for all City employees to see and shall be updated on a quarterly basis. In the event of two or more employees having the same seniority date, the City shall use the scores of the respective employees on their original hire Civil Service test. Should there be a tied score, the stamped date and time of the employee's application shall determine seniority.

The Seniority rights of individual employees shall in no way be prejudiced by errors, inaccuracies, or omissions in such lists. Promptly as possible, but no later than fourteen (14) days after the posting, the Employer should be notified of any claimed error, inaccuracy or omission, however, the Employer shall correct the matter immediately upon notification.

**Section 4.** When it becomes necessary, because of lack of work or funds, to reduce the number of City employees, emergency, provisional, temporary, seasonal (excepting certified Lifeguards and Employees facilitating programming in the Parks and Recreation Department), and part-time employees covered by this collective bargaining agreement and employees covered by this collective bargaining agreement serving their original probationary periods shall be laid off first, in that order.

**Section 5.** In the event that the Employer determines that further layoffs are necessary, because of lack of work or funds, prior to the implementation of the layoff, the Employer may meet with the Union for the purpose of discussing the appropriate transfer or bumping procedure and to attempt to resolve other matters applicable to the layoff of bargaining unit members.

**Section 6.** Permanent bargaining unit employees shall be laid off next, City- wide or by sub-department or sub-departments, or by job classification, at the discretion of the Employer, with the employee having the least seniority as defined in Section 1 above, within the City, sub-department or sub-departments, or job classification, whichever is applicable, being laid off first. For purposes of layoff, bumping and recall, sub-departments shall be defined in accordance with those listed in Article 15, Section 1 of this Agreement.

**Section 7.** In the event that a layoff occurs in the working forces, senior bargaining unit employees shall be afforded the opportunity to displace/bump junior employees within the bargaining unit provided that the bargaining unit employee has qualified by one or more of the following criteria:

1. Previously held the position.
2. Was previously tested for the position and passed the test.
3. Is qualified for the position by taking a test if deemed necessary by management.
4. Can become qualified within seven (7) working days that he/she bumps into the position.

**Section 8.** If a layoff occurs in a sub-department creating a temporary vacancy in a position deemed essential by the Employer, the Employer shall fill such position with an interested qualified employee having the greatest seniority within the City who is not affected by the layoff. The Employer shall not, during the duration of the layoff, be required to fill the position vacated by the employee who fills the temporary vacancy in the position deemed essential by the employer. Notwithstanding Article 16 of this Agreement, an employee transferred for the employer's convenience because of the provisions contained herein to another job classification, shall be paid the rate of the job from which he is transferred, or the rate to which he is transferred, whichever is greater.

**Section 9.** The names of employees, who have been laid off, shall be put on a recall list, according to their seniority. This list shall be posted for all City employees to see. In the event of a vacancy in positions or classifications that have displaced or laid off employees, the most senior displaced or laid off employee on the recall list shall be recalled to that position unless there is a senior laid off or displaced employee available who qualifies as per Section 7 above, who desires that position and who did not previously bypass or waive his seniority bumping rights to that position or classification.

If a vacancy occurs in a position that has no displaced or laid off employees and the Employer determines that position is to be filled, the position shall be posted for bid and filled as per the Collective Bargaining Agreement. Under no circumstances shall any new employees be hired "from the street" into positions that have laid off or displaced employees while there are employees laid off or displaced from said positions who qualify as per Section 7 above and are eligible for recall.

Notwithstanding the above, a position vacancy that is to be filled due to a retirement, leave of absence, death of an incumbent, discharge, if an employee quits, or a job vacancy is created via the job posting procedures, said job shall be filled via the job posting procedures of this agreement. In addition to this, bargaining unit employees who bid on lower grade jobs while displaced or laid off shall retain recall rights to their previous position.

**Section 10.** Employees recalled to the position from which they were laid off or displaced must return to that position when recalled. When all employees have been recalled or when all

employee recall rights have expired, employees that bumped shall be returned to their former positions unless the employer determines that said former positions are not to be filled in which case employees that bumped shall be entitled to incumbency status in the position to which they bumped into.

**Section 11.** In the case of layoff, recall or displacements, employees affected by the layoff may exercise their seniority rights for job classification and/or shift preference once per layoff or displacement.

**Section 12.** Bargaining unit employees who may be affected by a layoff or displacement and the Union shall receive a minimum of seven (7) calendar days advance written notice of a layoff and an explanation of the circumstances which make the layoff necessary.

Employees who wish to exercise their seniority bumping rights shall notify the appropriate Appointing Authority and the Union within three (3) working days of their receipt of the notification of layoff or displacement.

Prior to the layoff becoming effective, all senior bargaining unit employees who wish to exercise their bumping rights as provided for in this Article shall be given that opportunity, and once it is determined where all bargaining unit employees shall bump and the bumping procedure has been exhausted, then the effective date of the layoff and displacements shall be declared and be effective upon that date, so long as each individual affected bargaining unit employee who may be affected by a layoff or displacement has been given at least a seven calendar day notice of the effective date of the layoff. However, notwithstanding the above, a part time employee shall not be permitted to bump a full time employee.

**Section 13.** Notwithstanding any other provision of this Agreement, a senior bargaining unit employee may voluntarily elect to be laid off in lieu of a junior employee so long as there is a junior employee not affected by the layoff who is qualified to perform the work of the senior employee exercising this option. If an employee chooses this option he shall retain all recall rights provided by this agreement but shall not be permitted to exercise any bumping rights as provided for in this Article. An employee exercising this option shall not be denied unemployment compensation.

**Section 14.** In the event an employee is laid-off, he shall receive payment for any amount of earned but unused vacation time that he so desires, provided however that payment shall not be made any earlier than thirty (30) days from the date of layoff, but shall be made at the first payday following the thirty (30) days from the date of layoff. The payment for unused vacation time shall not be used for the basis of denying unemployment compensation.

**Section 15.** Non Bargaining Unit personnel shall have no Seniority or Bumping rights within the Bargaining Unit.

**Section 16.** The City shall continue health care coverage for laid off employees for the remainder of the month in which the layoff occurs and for two (2) full calendar months after the layoff occurs with the cost of the premiums for said coverage borne by the Employer. After this

period elapses, employees shall have the option to continue health care coverage as allowed by law.

**Section 17.** A Bargaining Unit employee who feels they have been improperly laid off or denied proper bumping rights shall have the right of appeal through the grievance procedure.

**Section 18.** In an effort to keep the employees and the Local Union advised about the status of employees, the Employer will provide non-privileged written information maintained during the normal course of business concerning layoffs, recall from layoffs, displacements, promotion and demotions of employees in the bargaining unit. Such information will be given to the Local Union President upon his request.

**Section 19.** The probationary period for original appointments shall be one year. An employee serving their original probationary period may be terminated at any time and for any reason allowed by law without right of appeal through the grievance procedure contained in this Agreement. A probationary employee shall not have seniority. However, once such employee completes his probationary period, he shall be credited with seniority from his date of hire.

**Section 20.** The probationary period for promotional appointments and transfers to other bargaining unit positions via the job posting procedures contained in this agreement shall be sixty (60) calendar days.

**Section 21.** In all sub-departments senior bargaining unit employees may exercise shift preference within their classification series once per calendar year. Senior bargaining unit employees may also exercise this right prior to a vacancy being posted under the job posting procedures of this Agreement. In other words, seniority shall prevail at all times, except as modified by this Agreement.

## **ARTICLE 10 LABOR MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound labor-management relations, labor management meetings shall be scheduled for the first Thursday in January, April, August and November at a mutually agreeable time. The Mayor or his Designee, and the Service Director or his designee shall meet with up to four (4) representatives of the Union to discuss matters addressed in Section 2 of this Article. An agenda for each meeting shall be established one (1) week in advance of each scheduled meeting.

**Section 2.** The purpose of labor-management meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the Union of changes made by the City that are within its rights;
3. Exchange general information;
4. Discuss ways to increase productivity, improve efficiency and promote safety;

5. Give the Union the opportunity to share views of their members on topics of interest to the parties, and
6. Consider and discuss health and safety matters relating to the bargaining unit that have not yet been addressed.

**Section 3.** Labor-management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

## **ARTICLE 11 DISCIPLINARY PROCEDURE**

**Section 1.** Disciplinary action shall not be imposed upon a bargaining unit employee except for just cause.

**Section 2.** The Employer will follow the principles of corrective and progressive discipline. Discipline shall not be used solely for the use of punishment except in cases of Gross Misconduct. The Employer agrees to consider any mitigating circumstances involved in disciplinary situations. The Employer agrees that, notwithstanding any section of this Article, counseling or additional written reprimands may be used prior to the imposition of Step 3 or Step 4 disciplinary actions. The following four step disciplinary procedure is hereby adopted:

**STEP 1.** First Verbal/Written Reprimand. Addressed to the employee and presented to him and his Union representative in the presence of his supervisor, relating all the details and facts of the rules infraction within three days of the occurrence, whenever possible.

**STEP 2.** Second Verbal/Written Reprimand. Addressed to the employee and presented to him and his Union representative in the presence of his supervisor, relating all the details and facts of the rules infraction within three (3) days of the occurrence, whenever possible.

**STEP 3.** Disciplinary Layoff. This is a further verbal/written reprimand, with the imposition of time off as herein established:

**A. Sub Department Level Disciplinary Layoff:**

This is imposed by the Sub-Department Head and/or City Personnel Director and shall be limited to a maximum number of three working days. This is addressed to the employee and presented to him in the presence of his Union representative and may be imposed for continuing violation of properly established rules or for a pattern or variety of non-compliance with properly established rules. A bargaining unit employee shall have the right to a pre-disciplinary hearing prior to the imposition of any Disciplinary Layoff taking effect.

**B. Appointing Authority Level Disciplinary Layoff:**

This is imposed by the bargaining unit employees Appointing Authority. This is addressed to the employee and presented to him in the presence of his Union representative and Sub-Department

Head. This discipline may be imposed for continuing violations of properly established rules or for a pattern or variety of non-compliance with properly established rules or for any act of Gross Misconduct where Discharge is not appropriate. A bargaining unit employee shall have the right to a pre-disciplinary hearing prior to the imposition of any Appointing Authority Level Disciplinary Layoff taking effect. A Bargaining Unit Employee shall be notified a reasonable amount of time prior to the hearing of the reason or reasons contemplated for Disciplinary Layoff. At the option of the Appointing Authority an employee may be suspended with pay and benefits until such time as the pre-disciplinary hearing is conducted.

**STEP 4. Discharge.**

This is imposed by the Bargaining Unit Employees Appointing Authority. A statement of facts and reasons is presented to the Bargaining Unit Employee and the Union representative setting forth the cause for discharge after a pre-disciplinary hearing is conducted. Bargaining Unit Employees shall be notified a reasonable amount of time prior to the hearing of the reason or reasons contemplated for discharge. An employee may be suspended with pay and benefits until such hearing takes place. The Appointing Authority shall institute said discharge hearing within five days (5) of notification unless mutually agreed otherwise by authorized representatives of the parties.

**Section 3.** When a bargaining unit employee commits an infraction which is considered by the Employer to be Gross Misconduct, he shall be subject to:

A. Disciplinary Layoff; or when appropriate

B. Discharge.

Gross Misconduct shall be defined to include but not be limited to: incompetency, dishonesty, use of intoxicants or illegal drugs on the job, insubordination, neglect of duty, falsification of records, absence without leave of three (3) consecutive days or more, fighting, sexual harassment, drug/alcohol abuse as negotiated per policy, racial and/or ethnic harassment and conviction of a felony criminal offense. Incidences of Gross Misconduct shall be administered in accordance with the provisions of Section 2, Steps 3 and 4.

**Section 4.** Sub-Department Head for the purposes of this article is defined to mean Utilities Director, Parks and Recreation Director, Street Commissioner, Building Maintenance Superintendent, City Engineer, Chief Building Inspector and the Director of Community Development. Appointing Authority for the purposes of this article is defined to mean the City Officials having the power of appointment and removal of the specific bargaining unit employee involved.

**Section 5.** An employee shall be entitled to the presence of a union representative at any investigatory interview or disciplinary hearing upon his request or if he has reasonable grounds to believe that an interview by a management official may be used to support disciplinary action against him. The Employer and his agents shall not impose discipline in the presence of other employees, clients, residents or the general public. Anonymous phone calls shall not be used as the sole basis for discipline.

**Section 6.** All records relating to verbal or written reprimands will cease to have any force and effect for purposes of progressive discipline after twenty (20) months after the date of record provided there have been no other recorded related reprimands given in that timeframe. This timeframe will be expanded to twenty-four (24) months for verbal or written reprimands issued after the execution of this contract. All records relating to disciplinary layoff or gross misconduct shall cease to have any force and effect for purposes of disciplinary action three (3) years after the date of record.

Discipline issued for harassment in the workplace (e.g. unwelcome sexual comments or sexual propositions, use of inappropriate language related to race, religion, national origin, etc.) or drug/alcohol use shall not be subject to these timeframes where subsequent acts of workplace harassment or drug/alcohol use occur.

**Section 7.** Any employee in disagreement with disciplinary action taken by the Employer against him may file a grievance in accordance with the grievance procedure outlined in this Agreement. In cases involving disciplinary layoff or discharge the grievance may be taken to expedited arbitration as provided for in Article 12 of this Agreement. In the matter of discharge by gross misconduct the entire file of the employee may be submitted at the discretion of the Employer to the Arbitrator.

**Section 8.** Bargaining Unit employees violating any rule or procedure implemented or adopted to conform to any mandated state or federal employee protection law, regulation or procedure, including OSHA may be disciplined in accordance with the principles and procedures of this Article.

**Section 9.** The time limits referenced in this Article may be extended by mutual agreement.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this Article is to provide the opportunity for discussion and disposition of and to establish procedures for the processing and settlement of any "grievance" (as defined in Section 2 below). Punitive and retaliatory action shall not be taken against any Bargaining Unit Employee for submitting a grievance in good faith.

**Section 2.** The term "grievance" as used in this Agreement shall be defined as an allegation of a Bargaining Unit Employee, group of Bargaining Unit Employees, or the Union, that there has been a violation or violations of, breach, misinterpretation, improper application of, or non-compliance with the provisions of this Agreement.

**Section 2A.** All grievance(s) shall be submitted on a form provided by the Union.

**Section 3.** Any grievance shall be settled by the authorized representatives of the parties in accordance with the following procedure:

**Step 1.** Any bargaining unit employee having a grievance must first take it up in writing with his/her sub-department head within three (3) working days after the incident giving rise to the grievance or the employee is aware or should reasonably have been aware of the occurrences giving rise to the grievance. The sub-department head shall meet with the parties and must attempt to adjust said grievance and render a decision in writing which shall be given to the Union Grievance Committee Representative and the grievant within three working days after receiving the grievance.

**Step 2.** If the grievance is not settled in Step 1, the grievance, in writing may then be appealed by the Union Grievance Committee Representative to the Sub-Department Director, if any, within five work days of the step 1 answer. The Sub-Department Director shall hold a meeting with the parties and render a decision in writing which shall be given to the Union Grievance Committee Representative and the grievant within three working days after having been given said grievance in writing.

**Step 3.** If the grievance is not settled in Step 2, the grievance, in writing, together with all pertinent materials available at the time, may be appealed by the Union Grievance Committee Representative to the Appointing Authority's Office within five (5) work days that the Step 2 answer is received, for review. The Appointing Authority or his designee, one Local Union representative and the Staff Representative of the International Union shall schedule a meeting to review said grievance within five working days that the grievance is advanced to this Step 3. The Union and/or the City may elect to have the grievant present. A decision, in writing shall be made by the Appointing Authority or his designee within five working days after the scheduled Step 3 meeting unless an extension is mutually agreed to by the parties.

A copy of the decision shall be mailed to the Staff Representative and the Local Union President and/or the Grievance Committee Chairperson.

**Step 4.** If the grievance is not settled in Step 3, the grievance shall be appealed within twenty (20) working days of the postmark of the Step 3 answer to ARBITRATION. The grievance shall be appealed to ARBITRATION by requesting a list of seven (7) impartial arbitrators from the FMCS. Upon receipt of the list of seven (7) impartial arbitrators from the FMCS, the Employer or his Designee and the Staff Representative or his Designee shall meet or confer to select an arbitrator within ten (10) working days from the date the list is received.

The parties shall use the alternate strike method from the list of seven arbitrators submitted to the parties by the FMCS. The party requesting arbitration shall be the first to strike a name and the parties shall alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the grievance(s) in question. Prior to the striking of names, either party shall have the option to completely reject the list of names provided by the FMCS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration hearing promptly and issue his decision and award within a reasonable time thereafter. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and all employees concerned.

The Arbitrator's jurisdiction and authority shall be limited to enforcement, interpretation, application, or determination of compliance with the provisions of this Agreement insofar as shall be necessary to the determination of the grievance(s) submitted to the Arbitrator. The Arbitrator shall limit his decision strictly to the enforcement, interpretation, application or determination of compliance with the provisions of this Agreement and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with, modifying or varying in any way the terms of this Agreement except the Arbitrator shall have authority to modify disciplinary actions;
2. Limiting or interfering in any way with the powers, duties or responsibilities of the Employer under this Agreement so long as the powers, duties or responsibilities of the Employer are not superseded by the terms of this Agreement;
3. Limiting or interfering in any way with the powers, duties or responsibilities of the Employer under its rule making powers so long as said powers, duties or responsibilities of the Employer are not superseded by the terms of this Agreement.
4. That would change the established wage scales and/or rates on new or changed jobs or change any wage rate negotiated as part of this Agreement.

The Arbitrator shall expressly confine himself to the precise issues submitted for Arbitration and shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement. The Arbitrator shall not submit observations or declarations or opinions that are not directly essential in reaching determination of the grievance(s) submitted.

The parties agree and stipulate that the arbitrator of any dispute arising out of the terms of this Agreement may consider decisions of Federal and State Courts and/or State and Federal Quasi Judicial Agencies interpreting the provisions of this Agreement and the laws referenced herein, for their precedential value.

All costs directly related to the services of the arbitrator shall be borne by the losing party, except in discharge cases and when a grievance is not sustained or denied in its entirety, in such cases the services of the arbitrator shall be shared equally by the parties.

Any request for a continuance of a scheduled arbitration hearing shall not be unreasonably denied, however, the party requesting the continuance shall be responsible for any per diem costs of the arbitrator and any additional administrative fees or charges.

The lost wages and expenses of any non-employee witness shall be paid by the party calling the witness. The fees of any court reporters shall be paid by the party asking for them; such fees shall be split equally if both parties desire a court reporters recording or request a copy of any transcript.

**Section 4. GENERAL PROVISIONS APPLYING TO GRIEVANCE PROCEDURE.**

- A.** All grievances must be timely processed and appealed at the proper step in order to be considered at subsequent steps.
- B.** The Union may withdraw a grievance at any point by submitting a written statement to that effect.
- C.** Any grievance not appealed to a further step or withdrawn by Union in writing according to the provisions of this Article shall be considered settled as of the last step answer.
- D.** If a grievance is not answered by the Employer or the Employers management agent within the time limits of this Article it shall be considered to have been automatically appealed to the next step of this procedure.
- E.** Notwithstanding any other section of this agreement all time limits on grievances and appeals of grievances may be extended upon mutual written agreement.
- F.** For the purposes of this Article, work days shall be defined as Monday through Friday and shall exclude Saturday, Sunday and recognized holidays.
- G.** At all steps of the grievance procedure, the Union Representatives shall disclose to the City Representatives any known relevant facts of the case, the remedy sought and the provision of the agreement relied upon supporting the grievance.
- H.** At all steps of the grievance procedure the City Representatives shall disclose all known relevant facts relied upon by the City. The City shall furnish within a reasonable amount of time, all public records requested by the Union pertaining to the grievance(s).
- I.** All grievance settlements and awards shall be promptly implemented. All monetary awards shall be promptly paid, not later than sixty days after the award or settlement is made. Employees shall be paid one percent interest on the amount of the award or fifty dollars whichever is greater, for each pay period that passes after sixty days that such settlement or award is not paid or implemented.
- J.** Any bargaining unit employee required to give evidence or testimony during any step of the grievance procedure during his regularly scheduled hours shall suffer no loss of pay or benefits. The parties agree to only require employees who have testimony or evidence relevant to the particular case at issue present at any step of the grievance procedure. Reasonable limitations imposed by the Employer with regard to the testimony, evidence or presence of employees at any step of the grievance procedure shall be followed.
- K.** Notwithstanding any other provision of this Article certain steps of the grievance procedure may be bypassed automatically when not applicable. For example: Where there is no sub-department Director the grievance is appealed directly to the Appointing Authority.

**Section 5.** The provisions of this Article shall not infringe, impair, set aside, or limit the rights or opportunity for any bargaining unit member, not a member of the United Steelworkers International Union to present orally or in writing a grievance to the Employer. However, the Union shall have the right to be present at the adjustment of any grievance, but does not have the right to interfere with any settlement that the bargaining unit employee agrees to make so long as said settlement is not inconsistent with the terms of this collective bargaining agreement.

**Section 6.** The grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling grievances between the Employer and the Union and/or the Employer and an Employee(s).

**Section 7.** The United Steelworkers International Union designated Local Union Representative(s) and International Representative(s) shall have the right to settle, modify settlements, appeal or withdraw any grievance filed by any member of the Bargaining Unit at any step of the procedure.

**Section 8.** Notwithstanding any other provision of this Agreement, any grievance arising from the imposition of a disciplinary layoff (Suspension) or Discharge, as provided for in this Agreement shall, at the option of the Union, proceed directly to expedited arbitration. Expedited arbitration shall proceed in accordance with the rules of the FMCS, except as such rules are modified by a mutual written agreement of the parties. The decision of the Arbitrator shall be final and binding upon the Employer, The Union and all employees involved.

**Section 9.** Special Expedited Arbitration.

**A.** The Parties shall separately choose a panel of three (3) local Arbitrators, all of whom shall be on lists provided by the American Arbitration Association or Federal Mediation Conciliation Service, of Arbitrators in the State of Ohio.

The six (6) Arbitrators shall be the expedited arbitration panel used by the parties to settle non precedent issues as well as precedent-setting issues if stipulated so by the parties prior to the hearing, as well as discipline issues, excluding suspensions greater than fifteen (15) days and discharge issues unless mutually agreed otherwise by the parties. The decision of the Arbitrator shall be final and binding upon the City, the Union and all employees involved, except as provided by law. The Expedited Arbitrator shall follow the same guidelines established and have the same powers as those of an ad hoc Arbitrator appointed pursuant to the provisions of this Collective Bargaining Agreement except as modified by the specific provisions of this Section.

**B.** The parties shall exchange their respective choices within thirty days of the execution of this agreement and annually thereafter by December 1 of the calendar year. If either of the parties fail to meet this date, the submitted panel shall comprise the panel in its entirety for the rolling calendar year. If after the first empanelling of the expedited Arbitrators, both parties fail to meet the deadline for the next year, the panel shall be the existing panel from the previous year.

- C. The parties agree to rotate the Arbitrators on a monthly basis within the calendar year, choosing the first Arbitrator by random choice and then by alternate selection for each month thereafter unless mutually agreed to otherwise.
- D. The parties agree that the City shall administrate this procedure and schedule the Arbitrator's hearing date, place and time in conjunction with the Staff Representative, Local Union President and/or the Chairman of the Grievance Committee.
- E. The Arbitration process shall follow the expedited rules of the American Arbitration Association except as limited by the following factors:
  - 1. No pre-hearing briefs shall be permitted.
  - 2. No court recordings shall take place.
  - 3. No post hearing briefs shall be submitted.
  - 4. The Arbitrator shall have three (3) working days to submit his decision to the parties unless an extension is mutually agreed to.
  - 5. The award of the Arbitrator shall be non-precedent setting, unless mutually agreed to by the parties prior to the hearing that the decision of the Arbitrator shall be precedent setting.
  - 6. The Arbitrator fee shall be paid by the losing party or shared equally in the event of a split decision.

**ARTICLE 13  
SAFETY AND HEALTH & COMPENSATION**

**Section 1.** The City shall make reasonable provisions for the safety and health of its employees during the hours of their employment. The City, the Union and the Employees recognize their obligations under existing federal and state laws with respect to safety and health matters. Where requested by an employee, the City shall provide the following shots within ninety (90) days of the effective date of this Agreement:

- 1. Hepatitis A and B to employees assigned to the Sewer Department, Black River WWTP, PQM WWTP, Engineering Department, and Transfer Status employees.

**Section 2.** Where the City uses toxic materials, it shall inform affected Employees what hazards, if any, are involved and what precautions shall be taken to insure the safety and health of the Employees. Additionally, the City shall provide the Union with copies of material safety data sheets or their equivalents on toxic substances to which Employees are exposed in the work place, and indicate the department(s) which uses those substances. The City shall provide adequate first aid for all Employees during their working hours.

An Employee who, as a result of an industrial accident, is unable to return to his assigned job for the balance of the shift on which he was injured, will be paid for any wages lost on that shift.

Required protective devices, wearing apparel, and other equipment necessary to properly protect Employees from injury shall be provided by the city without cost, except safety shoes. However, the City shall provide a fifty dollar (\$50.00) per year allowance to all Bargaining Unit members required to wear safety shoes. Effective January 1, 1999 and each year thereafter, the City shall provide a one hundred dollar (\$100.00) allowance every two years to all Bargaining Unit members required to wear safety shoes.

**Section 3.** The City shall adopt and make every reasonable effort to comply with all standards, conditions and requirements and all applicable PERRP rules and regulations.

**Section 4. JOINT SAFETY AND HEALTH COMMITTEE.**

**A.** A Joint Safety and Health Committee consisting of not less than 1 nor more than 3 Employees designated by the Union and an equal number of Management members is hereby established.

The Union and the City shall designate their respective Co-Chairman and committee members. The Committee shall hold quarterly meetings at times determined by the Co-Chairmen who may also agree to hold special meetings.

Each Co-Chairman shall submit a proposed agenda to the other at least 5 days prior to the quarterly meeting. The City shall provide the Union with minutes of all meetings. The function of the committee shall be to advise with City Management concerning safety and health matters, but not to handle complaints or grievances. In the discharge of its function, the committee shall consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, recommend adoption of new practices and rules, review proposed new safety and health programs developed by Management and review accident statistics, trends and disabling injuries which have occurred in the City and make appropriate recommendations.

The Union Co-Chairman or his designee will be afforded time off with pay as may be required to visit departments at all reasonable times for the purpose of transacting the legitimate business of the committee, after notice to the head of the department to be visited or his designated representative and, if the committee member is then at work, permission (which shall not be unreasonably withheld) from his own department head or his designated representative. If the Union Co-Chairman or his designee is not at work he shall be granted access at all reasonable times for the purpose of conducting the legitimate business of the committee after notice to the head of the department to be visited, or his designated representative.

**B.** In the event the City requires an Employee to testify at the formal investigation into the causes of a disabling injury, the Employee may arrange to have the Union Co-Chairman or his designee, present as an observer at the proceedings for the period of time required to take

the Employee's testimony. The Union Co-Chairman will be furnished with a copy of such record as is made of the Employee's testimony.

In addition, in the case of accidents which resulted in disabling injury or death, or accidents which could have resulted in disabling injury or death and require a fact finding investigation, the City will, as soon as its practicable after such accident, notify the Union Co-Chairman or his designee, who shall have the right to visit the scene of the accident promptly upon such notification, if he so desires, accompanied by the City Co-Chairman or his designated representative. The City will add the Union Co-Chairman of the Joint Safety and Health Committee, or his designee to the notification list for such accidents.

After making an investigation, the City will supply the Union Co-Chairman with a statement of the nature of the injury, the circumstances of the accident, and any recommendations available at that time and will consider any recommendations he may wish to make regarding the report. In such cases, when requested by the Union Co-Chairman, the City Co-Chairman or his designated representative will review the statement with the Union Co-Chairman. Also, in such cases, the City Co-Chairman or his designated representative, when requested by the Union Co-Chairman, will visit the scene of the accident with the Union Co-Chairman or his designated substitute.

- C. The City will, from a single source at the City headquarters level, provide the International Union Safety and Health Department with prompt notification of any accident resulting in a fatality to a Union member. This notification shall be written and shall include the date of the fatality, the location of the fatality, and if known, the cause of the fatality. The City will provide the International Union Safety and Health Department with a copy of the fatal accident report that is given to the Local Union Joint Safety and Health Committee when such report is available.
- D. It is intended that, consistent with the foregoing functions of the safety and health committees, the International Union, Local Unions, Union Safety Committees and it's officers, employees and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by Employees. This shall not be construed as an indemnification by the City of the International Union, Local Unions, Union Safety Committees and it officers employees and agents.

**Section 5.** The various department heads or persons responsible for the administration of workers compensation cases will, upon request of the Local Union Workers Compensation Committee, make available all information necessary to ensure that all compensation cases are properly processed. Statistical information shall be provided to the Workers Compensation Committee on a quarterly basis.

#### **Section 6. INJURY ON THE JOB**

The purpose of this section is to outline general procedures as agreed to by the Union and the Employer with regard to bargaining unit members who are injured on the job. The Employer and its agents, the Union and its members, as well as all bargaining unit members agree to follow

the general principles established herein, unless mutually agreed to otherwise by authorized representatives of the parties, in writing.

- A. Injury on the job claim procedures shall be posted in each department. The employer shall establish all forms and a bargaining unit member "Guidelines booklet in conjunction with the Union Safety and Health Committee. "Guidelines" shall be distributed to each bargaining unit member.
- B. Bargaining unit members who are injured on the job shall complete the City of Lorain's Injury Report form. This shall be done as soon as the injured bargaining unit member is physically able.
- C. For bargaining unit members who are injured on the job and require immediate medical attention, an ambulance will be called if necessary, or the bargaining unit member will be taken to a medical facility. If it is a minor injury but the bargaining unit member needs outside medical assistance, the bargaining unit member's supervisor will have someone drive the bargaining unit member. All injuries must be reported to the bargaining unit member's immediate supervisor.
- D. An injured bargaining unit member may seek treatment from any provider; however, the provider must be BWC-certified in order to receive payments. This is a BWC regulation. If the provider is not certified, the bargaining unit member will be responsible for the bill. The exception is for an initial emergency visit which can be to any provider.
- E. Bargaining Unit members whose medical provider has indicated that they will be out eight (8) days or more must notify the employee benefits officer within 24 hours. The bargaining unit member will be sent an election of compensation form which must be completed and returned within five (5) business days from date of receipt. On this form the bargaining unit member must indicate their choice between receiving lost time payments from the BWC (temporary total or living maintenance) or direct payments from the employer through the wage continuation/work return transition program. Election of the employer's wage continuation/work return transition program will in no way nullify a valid worker's compensation claim. A claim number will still be issued for all valid claims.
- F. Injured bargaining unit members who have reached maximum medical improvement and cannot return to their previous position may apply for disability benefits and/ or continue to participate in a rehabilitation program with the BWC if eligible.

**Section 7. WAGE CONTINUATION / WORK RETURN TRANSITION PROGRAM**

The purpose of this section is to establish procedures and guidelines for a wage continuation/work transition program to be applied to members of the bargaining unit who are injured in the course of their employment with the City of Lorain. The Employer and its agents, the Union and its members, as well as all bargaining unit members agree to abide by the procedures and policies set forth below, unless mutually agreed to otherwise by authorized representatives of the parties, in writing.

- A.** The Wage Continuation/ Work Transition Program is an option available to bargaining unit members injured on the job who will be off work eight (8) days or more. Wage continuation of payroll wages based on the current rate for the pay grade held on the date of injury. All benefits provided by this collective bargaining agreement shall continue during the duration of participation in the wage continuation/ work return transition program, including but not limited to sick and vacation leave accruals. For eligible claims, these wages and benefits will be paid during lost time and during participation in transitional duties and will cease only under conditions listed below in Section 7(L).
- B.** Eligibility is based on recognition of valid worker's compensation claims. The injury or illness must be determined to be compensable by the City, or in the case of a dispute, the Ohio Industrial Commission. In no event will compensation commence before paperwork is filed with the BWC.
- C.** Medical proof of disability must be provided via Form C-84 or Transitional Work - Attending Physicians Statement.
- D.** The City reserves the right to have the bargaining unit member examined a maximum of three times by a physician of its choice to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination may result in termination wage continuation/ work return transition program benefits. Any disputes and/or discrepancies shall be settled through a hearing.
- E.** The bargaining unit member must complete a FROI-1 and sign a Wage Reimbursement Agreement, medical release and an Election of Compensation form. The bargaining unit member must complete any required forms which are included in the "Guidelines" as directed by the WC Coordinator.
- F.** Bargaining Unit members who elect wage continuation, and have not yet been assigned to work return transition duties, shall call in each day during normal business hours and report their progress to the WC Coordinator unless other arrangements are mutually agreed upon.
- G.** Wage continuation and transitional work are one program. Bargaining unit members who elect wage continuation must participate in the transitional work program.
- H.** All participants in the wage continuation / work return transition program shall participate in any properly established BWC-certified rehabilitation plan for the bargaining unit member.
- I.** Bargaining unit members will not be required to use sick or vacation time to attend required physical therapy, doctor's appointments, or other activities that are part of their work return transition plan. Any bargaining unit member who is unable to report to work for their assigned transitional duties may apply for sick leave as per Article 21.
- J.** Wage continuation payments will be available on payday and shall be collected in person from the safety/service director's office, unless the bargaining unit member's disability prevents him/her from physically appearing, or other arrangements are mutually agreed upon.

**K.** Wage continuation payments will be paid for a 40 hour week. Participants who work overtime in these temporary positions will be compensated accordingly. Only those periods of lost time that otherwise would qualify the bargaining unit member for receipt of workers' compensation lost time benefits will be compensated for and is subject to the termination conditions listed below.

**L.** Wage continuation / work return transition benefits shall cease upon any of the following conditions:

1. Attending physician releases bargaining unit member to return to work with no restrictions.
2. Bargaining unit member returns to work for another employer.
3. Bargaining unit member fails to return to a transitional duty assignment consistent with his/her medical restrictions and approved by the injured worker's treating physician.
4. Bargaining unit member fails to appear for the employer - requested medical examination.
5. Bargaining unit member has reached maximum medical recovery and / or the condition becomes permanent as determined by his attending physician.
6. Bargaining unit member refuses to participate in an individualized vocational rehabilitation plan as established by his attending physician.
7. The claim is found to be fraudulent after payment has commenced as determined by the Ohio Industrial Commission.
8. Bargaining unit member separates from service.

**M.** If the bargaining unit member is unable to immediately return to their regular position, every attempt will be made to assign the bargaining unit member to transitional duties that meet their physician's restrictions. The treating physician will be contacted to coordinate duties which the bargaining unit member may perform. Every attempt shall be made to place the bargaining unit member in their regular department to perform transitional duties. If there are no duties available within the bargaining unit members physical restrictions available in their regular department, they shall be assigned transitional duties in another department. Transitional duty assignments shall always be discussed with the bargaining unit member. The wage continuation / work return transition program is a day shift program. Transitional duty assignments will have a starting time within two and one-half (2 ½) hours of the bargaining unit member's regular day shift starting time. Those bargaining unit members who work other than the day shift or work rotational shifts, will be placed on the day shift for the duration of their participation in the wage continuation / work return transition program with a starting time within two and one-half hours of their department's regular day shift starting time.

- N. The wage continuation / work return transition program shall not be used to avoid filling a position through the job posting procedure.
- O. The wage continuation / work return transition program will be reviewed every four (4) weeks and have a limit of twelve (12) weeks. After twelve weeks, the program may be extended in increments up to four weeks based on physician's recommendation.
- P. Authorized representatives of the employer and union may, by mutual agreement, enter into various letter agreements or memorandums of understandings during the life of this agreement, in order to execute any mutually agreed upon changes or to mutually clarify the meaning on any provision of this Article as per Article 34, Section 3.
- Q. In the event that an injury or disability requiring the bargaining unit member to be off work is disallowed by the compensation fund, the bargaining unit member shall be charged with all time lost from work against his accumulated sick leave time. If the bargaining unit member does not have accumulated sick leave time to cover either all or part of the time off up to and including the date the claim is disallowed, then any monies paid to the bargaining unit member by the employer under this Section shall be repaid by the bargaining unit member to the employer.
- R. Management reserves the right to promulgate policy to manage these articles. Rules to enforce and implement such policies shall be negotiated with the Union.

#### **ARTICLE 14**

#### **HOURS OF WORK AND OVERTIME COMPENSATION**

**Section 1.** A forty hour work week and a normal eight hour day for all bargaining unit employees is hereby established as provided below:

- A. All bargaining unit employees work days shall consist of eight consecutive hours of work in a twenty four hour period except as broken for a one hour paid lunch period in accordance with reasonable procedures to be established by the parties in the various sub-departments. The paid lunch period shall in no way cause a reduction of pay or lengthen the work day or work week and shall constitute actual time away from an employees work duties.
- B. All bargaining unit employees work weeks shall consist of five consecutive work days in any seven (7) consecutive day period for a total of forty hours in a work week except for employees specifically hired for part time work, followed by two consecutive days off, with the exception of bargaining unit employees in the Cemetery Sub department where the current work schedule shall remain in force.
- C. For continuous operations in the sub-departments of Water Purification and Water Pollution Control, the normal work week shall consist of five (5) consecutive eight (8) hour days in any seven (7) consecutive day period followed by two (2) consecutive days off. For purposes of this Article, the continuous operations employees that are currently working the twenty one (21) turn schedule may continue to work four (4) consecutive eight (8) hour daylight

shifts with two (2) consecutive days off in order to effectuate the change of shifts. Also, when working five (5) consecutive eight (8) hour daylight shifts there may be only thirty two (32) consecutive hours off, depending on the rotation of shifts (for example: 1-2-3- or 3-2-1). However, at no time will any bargaining unit employee be scheduled for less than forty hours in any payroll week.

- D.** Notwithstanding the above or any other article or section of this agreement, the Employer or his sub-department designee and the Local Union negotiating committee may develop and implement by mutual agreement, alternative working hours, experimental schedules and shifts and the modification of over-time compensation thereof, which shall not be less than that provided by law, in the various sub-departments for the bargaining unit employees employed therein, but only where all such affected employees are in unanimous agreement.

Such agreements, if reached, shall be reduced to writing and signed by the parties and become part of this agreement for the duration and under the terms so specified. If no such alternative agreements are reached as provided in this sub-section D then all terms and conditions as provided in this Agreement shall remain in effect for the duration of this agreement.

- E.** Alternative work schedules Addendums for the Black River WWTP, and Water Purification Departments are attached hereto as Appendix 10.

**Section 2.** An overtime premium rate of one and one-half (1 ½) times the employees regular rate of pay, shall be paid to all bargaining unit employees for:

1. Hours worked in excess of eight (8) hours in a work day;
2. Hours worked in excess of forty (40) hours in a workweek;
3. Hours worked on the sixth (6) work day during a week if work was performed in five other work days.

**Section 3.** An overtime premium rate of double (2 times) an employee's regular rate shall be paid for hours worked on the seventh (7) workday in a week in which work was performed on the six (6) previous work days.

**Section 4.** The payroll week shall consist of seven (7) consecutive days beginning at 12:01 AM, Monday or at the turn-changing nearest that time.

**Section 5.** The workday for the purposes of this Article is the 24-hour period beginning with the time the employee begins work, except that a tardy employee's workday shall begin at the time it would have begun had he not been tardy.

**Section 6.** Sick days, holidays and other paid leave time compensated as per past practice shall count as time worked for the purposes of computing the above overtime rates.

**Section 7.** All hours worked shall be calculated after rounding to the nearest quarter of an hour.

**Section 8.** In lieu of payment at the overtime premium rates above, an employee may, at his option, on a case by case basis, with the approval of the employee's immediate supervisor, earn compensatory time off with pay ("COMP TIME") at the above rates. Approval and/or denial of a compensatory-time or cash election within each classification shall be applied in a uniform manner.

Employees shall be permitted to use any accrued and unused compensatory time within 180 calendar days after earning such time. All compensatory time shall be scheduled and used at a mutually agreeable time to the employee and his immediate supervisor in increments of at least eight hours at a time.

If the compensatory time cannot be mutually scheduled for use within 180 days that it is earned, or before an employee separates service with the City, whichever is sooner, the Employer shall convert the compensatory time back to overtime hours and make payment to the employee at the rate which was in effect at the time the employee earned the compensatory time, on the second pay period in June and the first pay period in December.

An employee who is laid off shall have the option of receiving payment for all unused compensatory time to his credit at the rate at which it was earned. Compensatory time records shall be kept by the Employer.

**Section 9.** All schedules in continuous operations sub-departments shall be posted for all employees to see at least three weeks in advance.

**Section 10.** There shall be no pyramiding of time eligible for over-time.

**Section 11.** Distribution of Overtime: Overtime shall be distributed as much as possible on an equal basis within each bargaining unit classification in the sub-departments as listed in Article 15, Section 1 of this Agreement.

Overtime opportunities shall be offered on the basis of an employee's seniority as defined in Article 9, Section 1 of this Agreement. Overtime shall be on a straight rotation basis by seniority with the goal being the equalization of overtime within each classification in a sub-department in a calendar year.

Should an employee refuse an overtime opportunity or be unavailable when contacted for same, he shall be charged for such overtime hours (for distribution purposes) as if he had worked.

Overtime shall be on a voluntary basis, however, should an insufficient number of employees volunteer for each overtime opportunity, the Employer or his sub-department designee, shall assign the work in inverse seniority order by classification needed until such time a sufficient number of employees are available to perform the necessary work.

Overtime rosters shall be kept up-to-date and remain posted in each sub department. Separate agreements for the application of the goals of this section in the various sub-departments may be mutually agreed upon by the Local Union and the Sub-Department Head. Such agreements shall be reduced to writing, signed and posted in each sub-department.

Mistakes in call out rotation for overtime shall be corrected by allowing the employee who should have been called the next overtime opportunity.

## ARTICLE 15 JOB POSTINGS AND VACANCIES

**Section 1.** For the purpose of Job Postings and the Distribution of Overtime, the Sub-Departments shall be defined as follows:

Animal Control/Safety Director Department	Building Department
Building Department - Electrical Division	Building Maintenance Department
City Income Tax Department	Civil Service Commission
Department	
Community Development Department	Engineering Department
Fire Department	Parks & Recreation Department
Police Department	Street Department
Street Department Mechanical & Garage Division	Mayors Office Department
Street Department - Cemetery Division	
Utilities Department - Office Division	
Utilities Department - Water Distribution Division	
Utilities Department - Water Purification Division	
Utilities Department - Water Pollution Control Division Black River Plant	
Utilities Department - Water Pollution Control Division PQM Plant	
Utilities Department - Sewer Collections Division	

**Section 2.** When vacancies within the Bargaining Unit are to be filled as such vacancies are declared by the Employer, they shall be filled by way of job postings with the factors set forth below considered in the following order:

1. Ability
2. Physical Fitness
3. Continuous Service

If the Appointing Authority determines that a test is to be given, any Bargaining Unit employee(s) signing the job posting must pass a job related test administered by the Appointing Authority or his Designee. The Appointing Authority Designee, if any, shall not be a Bargaining Unit Employee. Any test given shall conform to Article 31, Section 4 A and Section 4 B of this Collective Bargaining Agreement.

Where factors 1 and 2 are relatively equal, length of Continuous Service shall govern.

All Bargaining Unit positions and classifications that are to be filled shall be posted for bid by only those employees covered by this Collective Bargaining Agreement and on a City-wide basis, except for the, Lead Operator and Crew Leader job classifications in each sub-department, which shall first be posted for bid only in the sub-department, and if not filled as provided for above from within the sub-department, then such jobs shall be posted on a city wide basis.

It shall be the responsibility of the head of each of the above sub-departments to insure that these positions are posted as they become vacant and are to be filled, as such vacancies are declared by the Employer. The City shall fill all vacancies from the list of employees who bid on it as provided for above and in accordance with the above factors.

Job vacancies shall be posted for three (3) working days and following the removal of the posting the position shall be filled within twenty (20) working days. If a test is to be given, job vacancies shall be filled within thirty (30) working days following the removal of the posting.

**Section 3.** The employee who is selected to fill a vacancy in accordance with Section 2 above shall serve a sixty (60) day probationary period. If the employee performs satisfactorily during the probationary period, the employee shall gain seniority in the classification as of the date he began his probationary period. If the employee does not perform satisfactorily during the probationary period, the employee shall be returned to his last classification without loss of seniority or former pay grade.

Such a promoted or transferred employee may elect within fifteen (15) days after being assigned to a position, in accordance with the provisions of this Article to be returned to his former position. If the employee selects this option he shall be returned to his former position without loss of seniority or former pay grade and the position shall be filled by selecting the next eligible employee from the posting.

**Section 4.** Job postings shall be signed by the Employer and the Union and shall be posted in all sub-departments outlined in Section 1 of this Article, except as provided in this article. In the event that no qualified bargaining unit member bids on a posted job, the position may be filled from outside the bargaining unit in accordance with local or state law within the period of sixty days and if not filled within sixty days then the process shall begin anew.

## **ARTICLE 16 APPOINTMENTS, PROMOTIONS, TEMPORARY SUBSTITUTIONS, RE-ALLOCATIONS DOWNWARD AND LABOR POOLS**

**Section 1.** When a person is appointed to a bargaining unit position his salary shall be set at the rate designated by this agreement for that classification.

**Section 2.** When it is determined and approved by the Sub Department Head that it is necessary for a bargaining unit employee to temporarily fill a higher position or to perform duties equivalent to a higher position, said employee shall receive the designated pay for that higher job classification for the time period that he is assigned to the position or for a minimum of four hours, whichever is greater. Provided, however, where said employee is performing

duties equivalent to a higher position, but no such position is actually established, then the higher position pay shall be limited to eighty (80) hours during any four week period.

**Section 3.** When the Employer or his sub-department head designee determines that it is necessary to fill a position on a temporary basis, the supervisor shall, to the greatest extent consistent with the efficiency of the operation and the safety of employees, assign the senior employee in the affected sub department, provided the employee desires the assignment and is qualified to perform it. If the senior Employee declines the assignment, the supervisor shall make the assignment from the most senior Employee in the affected sub-department who is willing and is qualified to perform the job.

**Section 4.** When, no willing, qualified Employee within the affected sub-department desires such temporary assignment, the Employer may transfer an Employee or Employees, to the same or similar position from another Department or sub-department, beginning with the most senior, qualified Employee who desires such temporary position. If no qualified Employee desires such temporary position, the Employer shall temporarily transfer a qualified Employee or Employees, to the same or similar position(s), starting with the least senior, qualified Employee, and continuing in reverse seniority order until a sufficient number of Employees are available to perform the temporary work. Should the temporary assignment be to a position in a higher classification, the affected employee shall be compensated in accordance with the provisions of Section 2 of this Article.

**Section 5.** When consistent with the efficiency of the operation, all such temporary assignments shall be regarded as training, by which the Employer shall assist the Employee(s) with the most seniority to become qualified for a permanent promotion, as promotions become available. All such temporary assignments as described in this Article shall be limited to a maximum of ninety (90) days in any twelve (12) month period for any Bargaining Unit Employee unless an agreement is reached with the Appointing Authority and the Local Union Grievance committee for an extension. In addition, all such temporary assignments shall be limited to a maximum of one hundred-eighty (180) days in any twelve (12) month period for any one position unless an agreement is reached with the Appointing Authority and the Local Union Grievance Committee for an extension. Temporary assignments shall not be used on a continuing basis to avoid the permanent filling of a position(s).

**Section 6.** Should the Employer determine that it will promote the efficient operation of the City, the Employer may, upon notice to the Union, create a labor pool or pools under the direction of the City of Lorain Service Director consisting of Bargaining Unit clerks, typists, secretaries and/or custodial employees. The Employer shall transfer those employees with the least seniority within the affected sub-department, as provided for in this Agreement, to such pool or pools first. Any Employee(s) transferred to a pool shall retain their classification and pay grade, and perform duties generally equivalent to their previous position. The Employer shall not require anyone, other than a labor pool member, to perform the duties of a Bargaining Unit Member who is transferred to a pool. An Employee's position, who has been transferred to a pool, shall not be considered vacant and the employee transferred to the pool shall be considered the incumbent to that position. The Employer shall not be required to re-negotiate terms and conditions of employment of the Bargaining Unit Member(s) transferred to a pool.

**Section 7.** Should an employee receive a promotion or temporary substitution to a position that is not included in the bargaining unit, he/she shall not be covered under the terms of this Agreement for the duration of the promotion or temporary substitution.

An employee assigned as a temporary substitution to a position that is not included in the bargaining unit will not issue discipline to employees.

The City agrees that non-bargaining unit positions shall not be filled by bargaining unit employees for more than ninety (90) days per calendar year during the term of this Agreement unless due to a temporary vacancy due to a leave of absence.

**Section 8.** (RE-ALLOCATIONS DOWNWARD). When an employee's position is reallocated to a lower class position, the employee shall be permitted to continue at his present rate of pay during the period of incumbency (except in the event of general service wide reductions) but shall not be entitled to a salary increase.

## **ARTICLE 17 PART-TIME EMPLOYMENT**

**Section 1.** When employment is on a part-time basis, only the proportionate part of the rate for the time actually employed shall be paid.

**Section 2.** The following is agreed to by the parties in regards to bargaining unit employees employed by the City on a part time basis:

- A.** The bargaining unit classifications listed in Section 3 of this Article are the only positions of the Employer that shall be considered as part time within the bargaining unit.
- B.** Employees hired into these positions shall not be eligible for any Insurance coverage benefits provided for in this agreement.
- C.** Employees holding said positions shall not be eligible to bid on full time bargaining unit positions through the procedures listed in this agreement until they have completed their one year probationary period.
- D.** The number of part time employees hired into any of these classifications shall be limited to the number indicated next to the classification listing in Section 3 of this Article.
- E.** Part time employees shall not be scheduled to work more than (20) hours per payroll week unless mutually agreed to otherwise by the parties, in writing. Part time employees shall not be used to erode the integrity of the work performed by full time bargaining unit employees.
- F.** Part time employees shall be entitled to sick time, vacation time, personal time and holiday pay on a pro-rated basis and at no more than half the rate provided for to full time bargaining unit employees.

G. Part time employees shall be entitled to all benefits and be subject to all provisions of this agreement that are not specifically modified herein.

**Section 3. Part Time Bargaining Unit Positions:**

(4) Part Time Clerk-Typist	Grade 12	Mayors Office Department
(4) Part Time Matron-Cleaner	Grade 10	Building Maintenance Dept.
(1) Part Time HVAC Inspector	Grade 23	Building Department
(1) Part Time Cleaner	Grade 10	Water Pollution Control Dept.
(2) Part Time Watchmen	\$7.30/Hour	Street Department

The (4) Part Time Clerk-Typist positions listed above may be deployed to any sub-department of the bargaining unit, on an as needed basis, as determined by the Safety/Service Director or his designee. The local union will be informed of the sub departmental location of said employees upon request to the Safety/Service Director.

**ARTICLE 18  
LEAVES OF ABSENCE**

**Section 1. Maternity Leave and Child Care Leave.**

- A. Any employee who becomes pregnant shall be granted a maternity leave of absence without pay upon request to her Appointing Authority. Maternity leave may include reasonable pre-delivery, delivery, and recovery time. Such maternity leave absent emergency conditions shall be taken at or near the expected date of delivery. If she chooses, the employee may, at her option, use any or all of her accrued sick leave and/or vacation leave for pregnancy before being granted said maternity leave of absence without pay.
- B. Such maternity leaves of absence without pay as stated above shall not exceed twelve (12) weeks.
- C. If the Employer has reason to believe that an employee pregnancy is inhibiting the usual performance of said employee's duties, the Appointing Authority may request in writing that said employee begin sick leave, vacation leave or maternity leave without pay, at the employees option. The employee may refuse such a request if supported by medical documentation from her physician that her pregnancy will not inhibit or impair the performance of her duties.
- D. After the expiration of any maternity leave as stated herein, the employee may be granted a personal leave of absence as provided for below.

**Section 2. Personal Leave of Absence.**

- A. The employer may grant a leave of absence without pay upon written request of an employee to his/her Appointing Authority for any of the following reasons:
  - 1. Personal reasons of the employee;

2. Purposes of education or training or specialized experience that would benefit the City.

The maximum duration of such non mandatory leaves as stated above shall be for six months at a time. However, at the sole discretion of the Appointing Authority, such leave may be extended upon request of the employee for up to a two year maximum.

- B. Federal Family Leave Act of 1993:** Any leave mandated by the FMLA of 1993 shall be consistent with the provisions of the FMLA of 1993.

**Section 2 B. Family and Medical Leave Act of 1993**

The Employer agrees that it will extend FMLA benefits and protections to all employees in the Bargaining Unit. The Employer agrees to adhere to the Family and Medical Leave Act of 1993 FMLA and its regulations for all eligible employees in the bargaining unit. Bargaining Unit Employees may file grievances concerning disputes in application of the provisions of the Family Medical Leave Act of 1993. Any leave mandated by the FMLA of 1993 shall be consistent with the provisions of the FMLA of 1993 except as enhanced by the following provisions.

1. The leave year for FMLA purposes shall be a rolling calendar year.
2. The employer agrees that it will pay the full cost of health insurance during any leave taken under FMLA. Employees who return from FMLA leave will not be required to reimburse the employer.
3. Medical certification for FMLA absences shall be consistent with the FMLA. Requests for medical certification shall be in writing and shall be delivered or mailed to the employee. Employees shall have twenty one (21) days to comply with the request. The request may be in letter form on the health care provider's stationery.
4. Bargaining Unit Employees shall not be required to utilize paid vacation, sick or personal leave for any FMLA approved absence in which the Bargaining Unit Employee does not request to receive such pay.
5. Bargaining Unit Employees taking FMLA childbirth newborn care, adoption, and foster placement leave shall be allowed to take such leave on an intermittent or reduced schedule basis.
6. The Employer agrees that life insurance and disability insurance shall be continued during FMLA leave at no additional expense to the employee.
7. Bargaining Unit Employees returning from FMLA leave shall be assigned to their original positions. Assignment to an equivalent position will only be permitted if the original position no longer exists or if the Bargaining Unit Employee is physically incapable of performing the duties of the original position.

8. Bargaining unit employees utilizing intermittent leave for a chronic condition for themselves or an eligible family member must complete the form shown in appendix 5. This form must be completed within 48 hours of return to work for each absence. Failure to complete the form will result in the absence being unpaid.

**Section 3. Extended Union Leave.**

- A. A mandatory leave of absence without pay for a maximum two years shall be granted to any employee who is elected or appointed to any International Union Position.
- B. Only one (1) employee shall be granted such mandatory leaves as stated in Section 3 A above, at any one time.

**Section 4. Military Leave (Mandatory):** An employee shall be granted a military leave in accordance with applicable state or federal laws. If a bargaining unit member is involuntarily called to active duty that will exceed 30 calendar days, he/she shall be entitled to continuation of health care for the duration of the time they are on involuntary active duty. The bargaining unit member must pay their share of premiums. In addition, the City shall continue to supplement the bargaining unit member's military pay as per state or federal laws, so that the member will suffer no loss from his/her current regular bargaining unit income, excluding overtime compensation, compared to his/her military income. This shall continue for the duration of the time the member is away on involuntary active duty.

**Section 5. Leaves of Absences - General Guidelines.**

- A. All requests for leaves of absences as stated above shall be requested at least thirty days in advance of the planned commencement of such leave whenever possible.
- B. Upon the completion of any leave of absence contained herein, an employee shall be reinstated to the position that he/she formerly occupied prior to the commencement of said leave or to a similar position if it no longer exists. Any replacement in the position while an employee is on leave shall be on a temporary basis.
- C. An employee may return to work before the scheduled expiration of leave if so requested by the employee and agreed to by the employee's Appointing Authority.
- D. An employee on leave of absence as contained herein, shall not constitute a break in continuous service, provided the proper procedure for such leave and return to active service following the expiration of said leave is followed.
- E. An employee on permissive or mandatory leave of absence without pay shall not earn sick leave, vacation or holiday credit during the duration of such leave. Further, except as provided in Section F below, an employee's medical insurance coverage shall not continue except as provided by law.
- F. An employee's medical insurance coverage for maternity leave shall continue without cost to the employee for the duration of such leave as provided herein.

G. If a leave of absence is granted for a specific purpose and the employee violates the conditions of the leave, the Employer may impose disciplinary action up to and including termination.

H. An employee who fails to return to duty within three (3) days of the completion of any permissive or mandatory leave of absence will be considered to have resigned his/her position with the City.

## **ARTICLE 19 REINSTATED EMPLOYEES**

**Section 1.** A reinstated employee shall be paid at a salary rate within the approved salary range for the position in which he is reinstated and shall be at a step comparable to the one previously held.

## **ARTICLE 20 REPORTING FOR WORK**

**Section 1.** All bargaining unit employees failing to report for work as scheduled by the various department and sub-department heads shall have deducted from their wages or salary rate the following deduction: reporting for work late sixteen (16) minutes or more of the designated time, the deduction shall be one-half ( $\frac{1}{2}$ ) of the base rate. Bargaining Unit employees reporting for work late more than thirty (30) minutes from the scheduled reporting time shall not be permitted to work and will be docked wages for the scheduled day unless a valid excuse is submitted and approved by the department or sub-department head, in which case the employee shall be permitted to work.

**Section 2.** Any bargaining unit employee who is habitually late and/or shows a pattern of tardiness shall be subject to the disciplinary procedure as provided for in this agreement. Late or tardy means the employee reported for work after the established starting time.

**Section 3.** Whenever a bargaining unit employee is called out to work at times other than his regular work schedule he shall be paid a minimum of four hours pay for time worked up to the first two (2) hours and forty (40) minutes. Actual time worked in excess of two hours and forty minutes shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employee's regular hourly rate. If an employee is called to work and such call out is contiguous to his regularly scheduled hours he shall be paid a minimum of two hours pay or be paid at the appropriate overtime rate whichever is greater.

**Section 4.** In addition to the above, employees called out as provided herein shall be entitled to any shift premium for the hours worked as provided for in Article 25 of this Agreement.

**Section 5.** Notwithstanding any other provision of this Agreement, all employees shall be entitled to a minimum of four (4) hours of the basic rate if they report for duty and their services are terminated due to inclement weather and lack of work. Lack of work for purposes of this Article shall be defined to include and be limited to lack of work attributable to unusual events

such as major equipment breakdown. The employer, in the exercise of this right shall use seniority as the basis to dictate which employee's services are terminated as herein provided, provided the senior employee is qualified to do the work. An affected employee may at his option elect to use vacation time to compensate for any loss of wages. Notwithstanding this section, employees shall continue to accrue benefits if their services are terminated as herein provided.

## **ARTICLE 21 SICK LEAVE**

**Section 1.** Accrual: Bargaining Unit employees shall accumulate four and six tenths (4.6) hours of sick leave for each bi-weekly pay period in active pay status. Unused sick leave shall be cumulative without limit.

**Section 2.** The Employer reserves the right, at its discretion, to have a nurse from the Health Department verify the use of sick leave when an employee calls off sick by checking their place of residence.

**Section 3.** Evidence required for Sick Leave Usage: All Bargaining Unit Employees shall be required to furnish a signed sick leave form to his/her sub-department head or his designee within forty eight (48) hours of his return to work to justify the use of sick leave or the bargaining unit employee will not be paid for the use of sick leave on the next scheduled pay-day and disciplinary action may be implemented, at the discretion of the Employer, as provided for in this Agreement. If medical attention is required or if the employee is absent for three or more consecutive work days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of a sick leave form or a physician's certificate shall be grounds for disciplinary action, including dismissal.

**Section 4.** Charging of Sick Leave: Sick leave shall be charged in a minimum unit of one-half (½) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal work day or work week earnings.

**Section 5.** Usage of Sick Leave: Sick leave may be used by a bargaining unit employee for the following reasons:

- A. Illness or injury of the employee or a serious illness or injury of a member of his/her immediate family where the employee's presence is needed;
- B. Medical, dental or optical examination of an employee or his immediate family that cannot be scheduled during non-working hours;
- C. Pregnancy and/or childbirth or other medical conditions related to pregnancy or childbirth of an employee or his immediate family;
- D. Funeral bereavement leave as provided for in Article 22, Section 4 of this Agreement.

**Section 6.** Notification by Employee: When an employee is unable to report to work due to a reason listed in Section 5 above, he shall notify the employer or his designee at the phone number designated by the Employer for his sub-department prior to the start of his scheduled shift unless there are serious extenuating circumstances that prevent him from doing so. For bargaining unit employees employed in the continuous shift operations, such call shall be made no later than two hours prior to the start of the employees shift unless there are serious extenuating circumstances that prevent him from doing so. In case of illness, injury, hospitalization or other situations where an employee will be absent for several days, the employee shall state the projected duration of use of sick leave and daily call in shall not be necessary.

**Section 7.** Immediate Family defined: For the purpose of this Article immediate family is defined as the employee's spouse, children, step-children living in the household, or parents.

**Section 8.** Unused Sick Leave Payment: Upon separation from service, excluding termination, a bargaining unit employee shall be paid:

One hundred percent (100%), up to a maximum of nine hundred sixty (960) hours of accrued sick leave at the employee's base rate of pay with twenty-five (25) years or more of service.

Seventy-five percent (75%), up to a maximum of nine hundred sixty (960) hours of accrued sick leave at the employee's base rate of pay with twenty (20) but less than twenty five (25) years of service.

Fifty percent (50%), up to a maximum of nine hundred sixty (960) hours of accrued sick leave at the employee's base rate of pay with ten (10) but less than twenty (20) years of service.

Zero unused sick leave payment with less than ten (10) years of service.

Years of service, for the purpose of this Article, shall be determined by the Public Employee Retirement System (PERS).

**Section 9.** Upon approval and notification from the Local Union to the Employer, a Sick Leave Incentive Program similar to that already in use by non-safety forces and non bargaining unit employees in the City shall be initiated for all bargaining unit employees within a reasonable amount of time.

**Section 10.** Employees may donate sick leave to fellow employees. The intent of the sick leave program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of sick leave due to the illness or injury of the employee.

A. An employee may receive donated sick leave at a dollar per sick hour conversion rate. Donated hours shall be calculated by multiplying the hours donated by the rate of pay of the donor. Then the total will be divided by the rate of pay of the recipient to obtain the sick hours to be credited to the employee. Leave may be donated up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive the donated sick leave:

1. Has an illness or injury;
2. Does not have enough accrued sick leave for the pay period or has not been approved to receive other state paid benefits;
3. Has requested in writing to receive donated sick time, certifying that the employee has an illness or injury; and
4. Has used the vacation, personal and/or comp hours they are entitled to and has applied for any paid leave, workers' compensation, or benefits programs for which the employee is eligible. Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable.

**B. Employees may donate sick leave if the donating employee:**

1. Voluntarily elects to donate sick leave and does so with the understanding that donated unused sick leave will be returned;
2. Donates a minimum of eight (8) hours of accrued sick leave;
3. Retains a combined sick leave balance of at least eighty (80) hours. Sick leave shall be donated in the same manner in which it would otherwise be used.

**C. The sick leave donation program shall be administered on a pay period-by-pay period basis.**

1. Payroll code DSCK will be used on the employee's pay stub. Donated hours received will be added. Hours used will be deducted. As this is done on a pay period-by-pay period basis, donated hours should equal used hours each pay period.
2. Employees using donated sick leave shall be considered in an active pay status and shall accrue sick leave and be entitled to any benefits to which they would otherwise be entitled.
3. Sick leave accrued by an employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated leave may be used.
4. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period.

**D. Employees who wish to donate sick leave shall put in writing:**

1. The name of the employee for whom the donated sick leave is intended.
2. The number of hours to be donated. These donated hours will be deducted from the employee's bank of accrued sick leave as needed on a pay period-to-pay period basis.

3. The employee will have a minimum combined sick leave balance of at least eighty (80) hours remaining after all donated hours are deducted.

4. The sick leave is donated voluntarily.

E. Appointing authorities shall ensure that no employees are forced to donate sick leave. Appointing authorities shall respect an employee's right to privacy; however, appointing authorities may, with the permission of the employee who is in need of sick leave, inform other employees/co-workers of their critical need for donated sick leave for themselves. Appointing authorities shall not directly solicit sick leave donations from employees. The donation of sick leave shall occur on a strictly voluntary basis.

F. Forms will be established within thirty (30) days of the execution of this contract. Until such forms are created and agreed to by both parties, signed written requests containing the required information shall be accepted.

**Section 11.** Employees who have 25 or more years of service may, for their last three (3) years of employment, convert their sick leave to a cash payment up to a maximum of 120 hours per year. To be eligible, an employee must maintain a sick leave balance of 480 hours. These cash payments will be made on the last pay of December, except that the final payment shall be made at the time of retirement. The hours cashed out under this provision shall be deducted from the 960 hours eligible to be cashed out upon retirement.

## **ARTICLE 22 FUNERAL BEREAVEMENT LEAVE**

**Section 1.** Each Bargaining Unit Employee shall be entitled to three (3) consecutive work days paid funeral-bereavement leave for each death in the employee's immediate family within the State of Ohio, provided one such day shall be the day of the funeral or service. For deaths in the employee's immediate family outside the State of Ohio, Bargaining Unit Employees may use an additional three days of their Sick Leave in addition to the above.

**Section 2.** In order for an employee to be paid, proof of bereavement must be presented to the employee's sub-department head within forty eight hours of his return to work.

**Section 3.** For purposes of this Article, immediate family shall be defined as follows: Spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, brother-in-law, sister-in-law, half-brother, half-sister, son-in-law, daughter-in-law, grandparent, grand-parent-in law, or grandchild.

**Section 4.** In the event of a death of an employee's relative or any individual living in the household of the employee that is not listed in Section 3 above, an employee may use his sick leave up to a maximum of three (3) consecutive days provided one such day is the day of the funeral or service.

## **ARTICLE 23 HOLIDAYS**

**Section 1.** There are hereby established the following paid holidays in the calendar year, comprising eleven (11) in number:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve Day
11. Christmas Day

**Section 2.** In the event that any of the holidays as listed in Section 1 above falls on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the holidays listed in Section 1 above should fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. This shall not apply to Bargaining unit employees who are scheduled in continuous operations in the Water Pollution Control and Water Purification Divisions of the Utilities Department, where the actual day of the holiday shall continue to be the observed day.

**Section 3.** In the event that a holiday comes during an employee's vacation period, he shall not be charged for vacation time for the day of the holiday but shall be credited for holiday pay on said day. In the event that an employee is sick on a holiday he is scheduled to work he shall not be charged for the use of sick leave provided they have complied with the sick leave provisions of this agreement, provided however that said employee shall not be paid any overtime premium for the holiday the employee was sick and did not work. An employee utilizing sick time on the last scheduled day before or first scheduled day after a holiday will not be entitled to holiday pay unless the employee presents certification of the absence from a licensed physician immediately upon return to work.

**Section 4.** No bargaining unit employee shall be scheduled to work on the holidays listed in Section 1, above, unless in the opinion of the Safety/Service Director failure to work on such holidays would impair the public service. All bargaining unit employees working on any of the holidays as provided herein, shall be entitled to be paid time and one-half (1-1/2) their base rate of pay plus pay for the holiday at a minimum of six hours total pay plus pay for the holiday. It is further provided that all employees not scheduled to work on the holidays are to be paid for the holiday at their regular straight time base rate of pay, provided said employees work their regular scheduled day before and scheduled day after said holiday, unless an employee is sick, or is in the hospital with a verification of same by a personal physician, he is on vacation leave, there is a death in his immediate family, as defined in Article 22, or the employee has a justifiable excuse from his department head, provided however that an employee must be in active pay status during the week of the holiday in order to be eligible for holiday pay. If a bargaining unit employee's work schedule is other than Monday through Friday, the employee shall be entitled

to holiday pay for holidays observed on the employee's day off regardless of the day of the week on which they are observed.

**Section 5.** In addition to the above enumerated holidays, employees in the bargaining unit who have completed six (6) or more months of continuous service with the City shall be entitled to the following days off with pay per calendar year:

Two (2) days during the calendar year for personal business, provided that day shall not be taken on the day before or the day following a holiday as designated in Section 1 of this Article. Employees shall make every effort to schedule personal days off as far in advance as possible. An employee's request for a personal day shall not be unreasonably denied.

**Section 6.** Effective in calendar year 1999 and each year thereafter, the Employer agrees to recognize Workers Memorial Day, April 28. Each year during the week that Workers Memorial Day falls, the Employer, in conjunction with the Local Union Safety & Health Committee shall participate in various workplace safety awareness programs and activities designed to increase workplace safety and promote the need for improved legislation regarding workplace safety and injured worker issues and to remember and honor those workers who have been injured, diseased or killed at their workplace.

## **ARTICLE 24 VACATIONS**

**Section 1.** Bargaining Unit employees who have completed one (1) full year of continuous service with the Employer shall be entitled to vacation with pay. The amount of vacation leave to which an employee is entitled to per year is based upon continuous length of service as follows:

LENGTH OF SERVICE	VACATION HOURS
After one (1) year of completed service	80
Two (2) years but less than seven (7) years completed service	80
After seven (7) years of completed service	120
Seven (7) but less than fourteen (14) years of completed service	120
After fourteen (14) years of completed service	160
Fourteen (14) but less than twenty-five (25) years completed service	160
After twenty five (25) of completed service	200
Each year of service exceeding twenty five (25)	200

**Section 2.** Vacation credit shall be cumulative to a maximum of what an employee can earn in a period of three years.

**Section 3.** Scheduling and miscellaneous vacation guidelines:

A. The sub-department head shall have the authority, in time of emergency, to suspend, postpone, or cancel vacation days.

- B. Sub-department heads will make every effort to schedule employee vacations so that the employees receive their vacation leaves at the time the employees most desire. Vacations shall be scheduled and approved in advance by the sub-department head.
- C. Except in cases of emergency, employees shall submit vacation requests at least three (3) weeks in advance of the time being requested whenever possible. Vacations shall be granted on shorter notice if they do not conflict with another employees previously scheduled vacation as provided herein.
- D. In the event of conflicting requests, seniority shall govern except as otherwise provided in sub-section 3 (E) below.
- E. To receive seniority preference for vacations, said vacation request must be submitted in writing to the respective sub-department head on or before April 1 of the calendar year. After April 1 of the calendar year, vacations shall be scheduled and approved on a first come, first serve basis, as long as they do not conflict with any vacation request submitted on or before April 1 of the calendar year.
- F. Should it be mutually agreed that a employee work during a scheduled vacation period and such time cannot by mutual agreement be rescheduled, such employee shall be compensated for such vacation time at his regular base rate of pay, but shall not be credited with such vacation hours for the purpose of computing overtime.
- G. Emergency, as used in this Section is defined as a situation whereby the absence of the employee would have an adverse effect upon the health and safety of the citizens of Lorain, Ohio.

**Section 4.** Any bargaining unit employee leaving the service of the City shall be entitled to pay for any accrued but unused vacation time at his regular base rate of pay at the time he separates service. Employees who have 25 or more years of service may, for their last three (3) years of employment, carry over up to five (5) weeks of accumulated vacation made payable on the last pay of December, except that the final payment shall be made at the time of retirement.

## **ARTICLE 25 SHIFT DIFFERENTIAL**

**Section 1.** Bargaining Unit Employees working on the afternoon or second shift shall receive forty cents (\$.40) per hour in addition to their regular hourly rate of pay and employees working on the night or third shift shall receive forty-five cents (\$.45) per hour in addition to their regular hourly rate of pay.

## **ARTICLE 26 LONGEVITY**

**Section 1.** Effective January 1, 2007 all members of the bargaining unit shall be entitled to longevity payments according to the following schedule:

YEARS OF SERVICE	RATE
After five years of completed service	925.00
After six years of completed service	1110.00
After seven years of completed service	1295.00
After eight years of completed service	1480.00
After nine years of completed service	1665.00
After ten years of completed service	1850.00
After eleven years of completed service	2035.00
After twelve years of completed service	2220.00
After thirteen years of completed service	2405.00
After fourteen years of completed service	2590.00
After fifteen years of completed service	2775.00
After sixteen years of completed service	2960.00
After seventeen years of completed service	3145.00
After eighteen years of completed service	3330.00
After nineteen years of completed service	3515.00
After twenty years of completed service	3700.00
After twenty one years of completed service	3885.00
After twenty two years of completed service	4070.00
After twenty three years of completed service	4255.00
After twenty four years of completed service	4440.00
After twenty five years and more of completed service	4625.00

**Section 2.** The scale listed above shall be made a part of each bargaining unit employee's base rate of pay based upon their continuous length of service. Payment shall be pursuant to Fair Labor Standards Act rulings. All hours compensated for shall be included. Longevity rates shall be at the appropriate overtime rate where applicable.

**Section 3.** A bargaining unit employee's length of continuous service, for the purposes of this Article, shall be determined by the bargaining unit employee's original date of hire, less any time off of active pay status for any reason, except for scheduled time off, paid leaves off, or as may otherwise be provided for in this Agreement.

**Section 4.** Each bargaining unit employee shall receive the applicable longevity payment increase to which they are entitled to on the second scheduled pay date following their anniversary date of employment.

**Section 5.** Notwithstanding the provisions of the Article, those bargaining unit employees hired after the execution date of this agreement shall not begin to receive longevity payments until after the fifth year of continuous service.

#### **ARTICLE 27 ALLOWANCE FOR JURY OR WITNESS SERVICE**

**Section 1.** In the event an employee is called for jury service duty or is subpoenaed by the court or administrative agency (when the employee is not an interested party) he will receive the difference between jury duty pay or witness fee and his established rate.

#### **ARTICLE 28 INSURANCE COVERAGE**

**Section 1.** The City of Lorain agrees to provide Medical Mutual of Ohio, Super Med Plus Medical Coverage, or an equivalent medical insurance coverage with a comparable network, including vision coverage and prescription drug coverage for all members of the bargaining unit at benefit levels at least equivalent to those as attached to this Agreement (see, Appendix 6), with the cost of premiums to be borne by the employee as follows:

Effective July 1, 2009:       \$40/month for single coverage  
  \$80/month for family coverage

(Employee contributions prior to July 1, 2009 shall continue as set forth in the prior Agreement.)

The negotiated changes in the employee contribution levels, Medical Coverage and Prescription programs agreed to by the parties during the calendar year 2009 shall not go into effect unless they are also implemented for the City's non-union employees and union employees other than those represented by the OPBA (dispatchers) and the FOP/OLC (jailers).

There shall be one COBRA rate determined by the Plan Administrator, and that rate shall be determined on an annual basis and shall be comprised of the sum total of all city employees' medical, prescription, vision and other insurance costs as provided under federal and/or state law.

Prior to the changing of any insurance, third party administrator or medical coverage plan the City will allow the Union an opportunity to review the planned change of administrators and medical coverage plan to ascertain if it meets the criteria of an equivalent medical insurance coverage as stated above. If the Union disputes the equivalence of any planned change in medical insurance coverage and said differences cannot be mutually resolved, the matter shall proceed directly to the Arbitration procedures of this Agreement for final and binding resolution.

**Section 1A.** The City of Lorain will continue to provide for the administration of a Section 125 "Cafeteria Plan". This Cafeteria Plan will have an Open Enrollment period each January. The plan shall allow for employee pre-tax contributions to a Medical and/or Child Care Savings Account. See Appendix 8.

**Section 1B.** Medical, Prescription Drug and Vision benefits are defined in Appendix 6.

**Section 1C.** Health Care Committee: As soon as practicable, a Health Care Committee shall be formed. Not less than ninety days prior to the date of the renewal of the City's health insurance, the City will meet with one member of each bargaining unit to review the insurance plan and discuss economically feasible alternatives. This committee shall have no authority to bind the City, but upon consensus shall make a recommendation to the Mayor or his designee regarding a possible insurance alternative.

**Section 2.** The City shall provide all Bargaining Unit members with a copy of the current medical and benefits plan within 120 days of the execution of this agreement. Any updates or changes to an equivalent plan shall be given to all Bargaining Unit members within a reasonable amount of time.

**Section 3.** The City agrees to keep all insurance plan money separate from other City money, and shall pay all insurance plan premiums and bills in a prompt and timely manner.

The City will abide by any applicable state or federal regulations with regard to the administration of employee health and medical insurance coverage, however, the parties agree that ERISA is not an applicable federal regulation at this time. (Refer to Paragraph 37,036 Governmental Plans; State, local, and regional agencies.)

The City shall require that any "in house" or third party administrator of the Medical Insurance Plan will adhere to the following guidelines and will allow a bargaining unit Member an appeal provision that will include allowing a bargaining unit claimant to:

- A. Request from the Plan Administrator or Third Party Administrator a review of the eligibility status for any claim denied in whole or in part.
- B. Request from the Plan Administrator or Third Party Administrator a review of any claim payments for that bargaining unit member. Such requests shall include the name of the

Employee and the Social Security Number, the name of the patient and Group Identification number, if any.

- C. File his request for review in writing, stating in clear and concise terms the reason or reasons for the disagreement with the handling of his claim.
- D. The request for review shall be directed to the Plan Administrator or the Third Party Administrator within 60 days after the claim payment date or the date of the notification of denial of benefits.
- E. A review of the denial will be made by the Plan Administrator or the Third Party Administrator and the Plan Administrator or the Third Party Administrator shall provide the claimant with a written response within 60 days of the date he receives the claimant's request for review. The Plan Administrator or the Third Party Administrator's response to the claimant shall, if the denial is upheld, cite the specific Plan provision(s) upon which the denial is based.
- F. If the claimant is not satisfied with the adjustment of any claim as provided herein, a grievance may be filed directly to Step 3 of the grievance procedure of this Agreement.
- G. In addition to the above and in the interest of encouraging employees to assist in the monitoring of the health insurance plan, the following Hospital Self Audit Incentive Service shall apply to the Health Insurance Plan for all bargaining unit members:

This service is payable in the event that a covered person discovers a billing error in a hospital or health care provider statement representing a claim for charges covered under the Plan.

The deductible and coinsurance level otherwise applicable in a calendar year will be adjusted to the extent necessary to reduce the "out of pocket expenses" of the covered person or the covered person will receive twenty five percent of the Plan's savings resulting from the discovery of an overcharge by the hospital and all medical providers, whichever amount is greater.

#### **Section 4. Enrollment Criteria/General Information**

1. For medical insurance, an open enrollment period shall be held every December/January. If an employee does not enroll in the medical insurance plan at the time he/she is first eligible, a 90 day waiting period may be required before coverage is effective. Coverage shall be effective the first of the month following the 90 day waiting period. Pre existing condition exclusions shall apply.
2. If an employee and/or his/her dependents involuntarily lose insurance coverage(s) from any other plan, that employee and/or Spouse and/or dependents are automatically eligible to enroll in the City's insurance coverage(s) with no pre-existing condition exclusions or waiting period. Notification of loss of insurance coverage(s) must be received by the Payroll Department within (30) days of the loss of insurance coverage(s). If not received within (30)

days, pre-existing conditions and a waiting period may apply. Premium payments and insurance coverage(s) will begin the first of the month following notification or the first of the month following loss of insurance coverage(s), whichever is later. Written verification indicating date of loss of insurance coverage(s) from the previous employer shall be required.

3. For any insurance coverage, an employee already enrolled in the plan may switch from single to family coverage, or family to single, due to changes in marital status and/or additions and deletions of family members. Notification must be received in writing, by the Payroll Department within (30) days of the event in order for there to be no waiting period and pre-existing conditions exclusion. After thirty (30) days from the event, the ninety (90) day waiting period and pre-existing conditions and exclusions policy will apply.
4. Health Plans, optional insurance coverage (life, cancer, accident. etc.), must have a minimum of 10% of the bargaining unit participation in order to maintain a payroll deduction status. All participants shall have 30 days notice of coverage that no longer qualifies for availability through payroll deduction.
5. New employees will be eligible the first day of employment in the month they are hired, provided proper enrollment forms are completed and turned in to the Benefits Manager. Pre-existing condition rules apply. Forms should be turned in within the first two weeks of employment.
6. The City of Lorain provides Spousal coverage as a Secondary Payer. The City of Lorain will be the Primary Payer if the Spouse is not eligible for coverage elsewhere, or, if the reimbursement cost of the Spousal coverage is, in the opinion of the City's Plan Administrator detrimental to the financial integrity of the City of Lorain's Health Plan. Spouses provided coverage with their employer must elect coverage as provided herein.

The City of Lorain will not reimburse Spouse's contributions for elective, dental, life insurance, vision, disability, family, or a "high level" plan if a lesser-cost option is available.

If a Spouse is considered a "part-time" employee, the City as Primary, would cover him/her under the City's family coverage benefits.

Those Spouses who have elected other employer coverage will still be eligible for those benefits offered by the City under family coverage, that was not covered by their employer's coverage; i.e., prescription drug, vision, Flex account, etc.

Spouses will be reimbursed for their contributions on a quarterly basis with the Spouse providing proof of coverage and proper documentation of their contributions.

Should a Spouse no longer be eligible for benefits from their employer due to a qualifying event (full to part-time status, coverage of employer is no longer available, the City's Plan Administrator deems reimbursing contributions are detrimental to the City's Plan, termination of employment, etc.), the Spouse will be covered under the City's family coverage.

Waiting limits and pre-existing conditions will be waived, providing the Spouse notifies the City's Benefits Department of such change within 30 days of occurring event.

See Appendix 7 regarding Spousal Reimbursement.

7. Additions, changes and annual enrollment forms must be returned in 30 days. Coordination of Benefits (COB) is applicable to ALL benefits. Requested COB information must be furnished or the City will be a secondary payer.
8. The co-insurance out of pocket maximum (excluding deductible and copays) will be \$1,000.00 single/ \$2,000.00 family for network; \$2,000.00 single/\$4,000.00 family for non-network. (See Schedule of Benefits.)
9. Charges above reasonable and customary do not count towards this out of pocket maximum.
10. The Lifetime Health Claims maximum, which consists of Medical and Prescription Drug, is \$1,500,000 per participant.
11. The comprehensive benefit period deductible is \$300.00 single and \$600.00 family, for both network and non-network services. Other deductibles and co-pays are identified in the Schedule of Benefits.
12. Plan changes that occur and are detected as enhancement, or reductions in benefits, due to errors, misunderstandings, or misinterpretations, of the claims administrator, will not become grand fathered or past practice inclusions, unless the enhancements or reductions are specifically negotiated.

**Section 5.** Each member of the Bargaining Unit who is actively employed by the City shall be entitled to Group Life Insurance Coverage in the face amount of twenty-five thousand dollars (\$25,000), with the cost of premiums for such coverage to be borne by the Employer. An employee who elects to retire and who has completed twenty (20) or more years of service with the Employer shall be entitled to Group Life Insurance in the face amount of twelve thousand five hundred dollars (\$12,500), with the cost of premiums for such coverage to be borne by the Employer.

In addition to the above, the Employer shall continue to provide an Accidental Dismemberment and Accidental Death Policy in benefit amounts at least equivalent to those in effect on December 31, 1994 without cost to the Employees.

## **ARTICLE 29 WAGES**

**Section 1.** There shall be no increase to the base rate of pay for each job class of the bargaining unit for the duration of the Collective Bargaining Agreement.

**Section 2.** The Employer will pick up the ten percent (10%) employee contribution to the Public Employees Retirement System through the salary reduction method.

This shall not be construed to obligate the employer to make any contributions to PERS that are in excess of those mandated by public employers by PERS.

**Section 3.** There shall be one pay rate for each of the bargaining unit job classes covered by this agreement subject to the following provisions:

- A. All employees hired into a bargaining unit position after the execution date of this agreement shall be compensated at ninety percent (90%) of the applicable rate until they have completed one full year of service with the Employer.
- B. With one full year of service with the Employer each bargaining unit member shall be compensated at ninety five percent (95%) of the applicable pay rate until they have completed two full years of service with the Employer.
- C. With two full years of service with the Employer each bargaining unit member shall be paid at the maximum pay rate for the job class that they hold.
- D. The provisions of this Article shall not have the effect of lowering the rate of pay for any bargaining unit member already employed on the execution date this agreement. All bargaining unit employees who do not meet the criteria for the maximum pay rate as provided in sub-section C above, shall continue to be paid at the level appropriate for their job class and time of service under the provisions previously applicable to the job class they hold.

All bargaining unit members who have completed two full years of service shall be paid at the maximum pay rate for the job class they hold on and after the execution date of this agreement. The Safety Service Director and authorized representatives of the Local Union may enter into various letter agreements to insure proper application of the principles contained in this subsection.

**Section 4.** This section hereby establishes the bargaining unit positions and classifications of the deemed certified bargaining unit, represented by the United Steelworkers in the various sub departments of the City of Lorain, Ohio, and the respective pay grades and/or rates of pay assigned to each job classification of the bargaining unit and a mechanism to determine rates of pay for any new bargaining unit job classes that may be established during the term of this agreement.

Should new bargaining unit jobs be established during the life of this Agreement an attempt shall be made by the parties to negotiate a rate of pay for said job. If no agreement is reached on the rate of pay for the newly established job the matter shall be settled through the grievance procedure as provided for in this agreement, starting at Step 3 of the procedure.

The Employer shall have the right to set a temporary rate for the job class while the matter is pending in the grievance procedure. If the matter proceeds to final and binding arbitration the

arbitrator of the dispute shall only have the authority to accept either the position of the Employer or the position of the Union in setting the rate of pay for the disputed job class, unless mutually agreed otherwise by the parties. Any employee who was assigned to the disputed job class pending the resolution of the matter, shall be made whole any monies, if any, upon the resolution of the matter in the grievance procedure.

After the execution date of this agreement, no part of any City ordinance, (except the provisions of this agreement setting forth limitations on part time bargaining unit classifications), shall limit the number of bargaining unit members who may be appointed to any bargaining unit job classification. All parts of ordinances setting forth said limitations are hereby made null and void.

The following established bargaining unit job classes and their respective pay grades in the various sub departments of the Employer are as follows, subject to all other relevant provisions of this collective bargaining agreement:

STREET DEPARTMENT – STREET DIVISION

WORKING CREW LEADER		GRADE 26
PAINT TECHNICIAN		GRADE 26
MOTOR EQUIPMENT OPERATOR 3		GRADE 25
MOTOR EQUIPMENT OPERATOR 2	(compensatory only)	GRADE 23
MOTOR EQUIPMENT OPERATOR 1		GRADE 22
UTILITY WORKER	(compensatory only)	GRADE 21
LABORER CLASS 1		GRADE 11
LABORER CLASS 2 (must have CDL and 2 years service)		GRADE 14
PART TIME WATCHMEN		\$7.30/HOUR
ADMINISTRATIVE SECRETARY		GRADE 18
CLERK-TYPIST		GRADE 12

STREET DEPARTMENT – MECHANICAL/GARAGE DIVISION

LEAD MASTER MECHANIC		GRADE 27
MASTER MECHANIC (must have CDL)		GRADE 25
MECHANIC HELPER		GRADE 11
STOREROOM/BILLING CLERK		GRADE 16
CLERK-TYPIST		GRADE 12

STREET DEPARTMENT – CEMETERY DIVISION

WORKING CREW LEADER		GRADE 26
MOTOR EQUIPMENT OPERATOR		GRADE 22
UTILITY WORKER		GRADE 21
LABORER CLASS 1		GRADE 11
LABORER CLASS 2 (must have 2 years service)		GRADE 14

PARKS AND RECREATION DEPARTMENT

WORKING CREW LEADER		GRADE 26
MECHANIC #2 (must have CDL)		GRADE 25
MECHANIC #1 (no CDL)		GRADE 24

LANDSCAPE/GARDENER	GRADE 24
RECREATION COORDINATOR	GRADE 24
PARK MAINTENANCE MILLWRIGHT	GRADE 24
MOTOR EQUIPMENT OPERATOR 3 (compensatory only)	GRADE 25
MOTOR EQUIPMENT OPERATOR 2 (compensatory only)	GRADE 23
MOTOR EQUIPMENT OPERATOR 1	GRADE 22
UTILITY WORKER	GRADE 21
YOUTH COORDINATOR	GRADE 19
SECRETARY	GRADE 16
CLERK-TYPIST	GRADE 12
LABORER CLASS 2 (must have CDL and 2 years service)	GRADE 14
LABORER CLASS 1	GRADE 11
DATA CLERK	GRADE 10
DATA CLERK (after two years and training)	GRADE 12

BUILDING MAINTENANCE DEPARTMENT

CUSTODIAN	GRADE 19
LABORER CLASS 2 (must have CDL and 2 years service)	GRADE 14
LABORER CLASS 1	GRADE 11
MATRON/CLEANER	GRADE 10
PART TIME MATRON/CLEANER	GRADE 10

BUILDING DEPARTMENT – ELECTRICAL DIVISION

TRAFFIC SIGNAL TECHNICIAN CREW LEADER	GRADE 28
COMMUNICATION TECHNICIAN II	GRADE 30
COMMUNICATION TECHNICIAN I	GRADE 27
TRAFFIC SIGNAL TECHNICIAN II	GRADE 26
TRAFFIC SIGNAL TECHNICIAN 1	GRADE 25
UTILITYMAN	GRADE 21
SECRETARY	GRADE 16
ELECTRICAL INSPECTOR (State Certified) / TRAFFIC SIGNAL TECHNICIAN COORDINATOR	GRADE 29

CITY INCOME TAX DEPARTMENT

FINANCIAL RECEIPTS CLERK	GRADE 18
BOOKKEEPER	GRADE 17
CHIEF CLERK	GRADE 17
CLERK/TYPIST	GRADE 12

CIVIL SERVICE COMMISSION DEPARTMENT

ADMINISTRATIVE ASSISTANT	GRADE 24
ADMINISTRATIVE ASSISTANT(with 5 years experience as Adm. Asst. to Civil Service Commission)	GRADE 26
ADMINISTRATIVE ASSISTANT(with 10 years experience as Adm. Asst. to Civil Service Commission)	GRADE 28
SECRETARY	GRADE 14

ENGINEERING DEPARTMENT

CIVIL ENGINEER I	GRADE 31
CLERK TYPIST	GRADE 12
ENGINEER AIDE	GRADE 20
ENGINEER AIDE (with 2 years experience @ Engineering Aide)	GRADE 23
ENGINEER AIDE I (level I certification or with job description qualification prior to cert. requirement)	GRADE 23
ENGINEER AIDE I (with 3 years experience @ Level I position)	GRADE 24
ENGINEER AIDE II (level II certification or with job description qualification prior to cert. requirement)	GRADE 25
ENGINEER AIDE II (with 3 years experience @ Level II position)	GRADE 26
ENGINEER AIDE III (level III certification or with job description qualification prior to cert. requirement)	GRADE 27
ENGINEER AIDE III (with 3 years experience @ Level III position)	GRADE 28
ENGINEER/PLANNER	GRADE 31
TECHNICAL ADMINISTRATIVE ASSISTANT (entry level)	GRADE 19
TECHNICAL ADMINISTRATIVE ASSISTANT (after two years as Tech. Adm. Asst. or Engineer Aide)	GRADE 20
TECHNICAL ADMINISTRATIVE ASSISTANT (after four years as Tech. Adm. Asst. or Engineer Aide)	GRADE 22
TECHNICAL ADMINISTRATIVE ASSISTANT (after six years as Tech. Adm. Asst. or Engineer Aide)	GRADE 24

There shall be a one grade step increase for any bargaining unit employee who obtains ACI certification. If certification lapses the step increase shall be removed. Bargaining unit employees shall be required to show proof of certification each year in order to continue receiving the one grade step increase.

FIRE DEPARTMENT

ADMINISTRATIVE SECRETARY	GRADE 18
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POLICE DEPARTMENT

ADMINISTRATIVE SECRETARY	GRADE 18
SECRETARY	GRADE 16

ANIMAL CONTROL DEPARTMENT/SAFETY DIRECTOR DEPARTMENT

DOG WARDEN	GRADE 22
ANIMAL CONTROL OFFICER	GRADE 22

MAYOR'S OFFICE

CENTRAL SERVICES UTILITY CLERK	GRADE 13
RECORDS CLERK	GRADE 15
PART TIME CLERK TYPIST	GRADE 12

UTILITIES DEPARTMENT -- OFFICE DIVISION

ADMINISTRATIVE SECRETARY	GRADE 18
FINANCIAL BOOKKEEPER	GRADE 24
CREDIT COUNSELOR	GRADE 19

ACCOUNTS CLERK	GRADE 18
FINANCIAL RECEIPTS CLERK	GRADE 18
CHIEF BILLING CLERK	GRADE 18
DATA ENTRY OPERATOR / METER CLERK	GRADE 18
DATA ENTRY OPERATOR	GRADE 16
CLERK CASHIER	GRADE 16
DATA CLERK (Entry Level)	GRADE 10
DATA CLERK (After 2 years and training)	GRADE 12
OFFICE DIVISION CREW LEADER	GRADE 30
SERVICE REPRESENTATIVE	GRADE 25
WATER METER REPAIRMAN/INSTALLER	GRADE 24
WATER METER READER	GRADE 23
METER CLERK	GRADE 14
DELINQUENT REPRESENTATIVE	GRADE 11

UTILITIES DEPARTMENT – WATER PURIFICATION DIVISION

LABORATORY TECHNICIAN III	GRADE 27
LABORATORY TECHNICIAN II	GRADE 25
LABORATORY TECHNICIAN I	GRADE 24/25
LABORATORY TECHNICIAN	GRADE 23
LAB-TECHNICIAN-IN-TRAINING	GRADE 22
LEAD OPERATOR	GRADE 28
OPERATOR CLASS III	GRADE 26
OPERATOR CLASS II	GRADE 25
OPERATOR CLASS I	GRADE 24
OPERATOR	GRADE 23
OPERATOR-IN-TRAINING	GRADE 22
LEAD MILLWRIGHT CLASS III	GRADE 30
MILLWRIGHT "A" CLASS II	GRADE 27
MILLWRIGHT "B" CLASS I	GRADE 26
MILLWRIGHT HELPER	GRADE 24
MILLWRIGHT-IN-TRAINING	GRADE 22
CLEANER	GRADE 10
CLEANER (FLOATER WITHIN UTILITIES)	GRADE 10

UTILITIES DEPARTMENT – WATER DISTRIBUTION DIVISION

WATER SYSTEM CREW LEADER CLASS I	GRADE 27
WATER SYSTEM CREW LEADER	GRADE 26
LINE MECHANIC	GRADE 24
UTILITY MASTER MAINTENANCE MECHANIC	GRADE 27
UTILITY JOURNEYMAN MAINTENANCE MECHANIC	GRADE 25
UTILITY WORKER	GRADE 21
DRAFTSMAN CLASS 1	GRADE 26
DRAFTSMAN	GRADE 25
ENGINEERING TECHNICIAN	GRADE 25
ENGINEERING AIDE	GRADE 19
SECRETARY	GRADE 16

UTILITIES DEPARTMENT – WATER POLLUTION CONTROL DIVISION

LABORATORY TECHNICIAN III	GRADE 27
LABORATORY TECHNICIAN II	GRADE 25
LABORATORY TECHNICIAN I	GRADE 24/25
LABORATORY TECHNICIAN	GRADE 23
LAB TECHNICIAN-IN-TRAINING	GRADE 22
LEAD OPERATOR	GRADE 28
OPERATOR CLASS III	GRADE 26
OPERATOR CLASS II	GRADE 25
OPERATOR CLASS I	GRADE 24
OPERATOR	GRADE 23
OPERATOR-IN-TRAINING	GRADE 22
MILLWRIGHT "A" CLASS II	GRADE 27
MILLWRIGHT "B" CLASS I	GRADE 26
MILLWRIGHT HELPER	GRADE 24
MILLWRIGHT-IN-TRAINING	GRADE 22
PUMP STATION OPERATOR CLASS I	GRADE 26
PUMP STATION OPERATOR	GRADE 25
UTILITY WORKER	GRADE 21
SECRETARY	GRADE 16
CLEANER	GRADE 10
PART TIME CLEANER	GRADE 10

UTILITIES DEPARTMENT – SEWER COLLECTION DIVISION

SEWER COLLECTIONS CREW LEADER CLASS I	GRADE 27
SEWER COLLECTIONS CREW LEADER	GRADE 26
SEWER REPAIRMAN AND CLEANER	GRADE 24
UTILITY WORKER	GRADE 21

BUILDING DEPARTMENT

2 <sup>ND</sup> ASSISTANT BUILDING INSPECTOR	GRADE 25
ADMINISTRATIVE LEGAL LIAISON	GRADE 24
H.V.A.C. /MECHANICAL INSPECTOR (interim certificate)	GRADE 25
H.V.A.C. /MECHANICAL INSPECTOR (state certified)	GRADE 26
H.V.A.C. INSPECTOR TRAINEE (part time)	GRADE 23
BUILDING INSPECTOR (interim certificate)	GRADE 25
BUILDING INSPECTOR (state certified)	GRADE 26
BUILDING INSPECTOR TRAINEE	GRADE 23
RESIDENTIAL BUILDING INSPECTOR	GRADE 22
ADMINISTRATIVE SECRETARY	GRADE 18
SECRETARY	GRADE 16
DATA CLERK	GRADE 10
DATA CLERK (with two years and training)	GRADE 12
ASSISTANT PLUMBING INSPECTOR (state certified)	GRADE 26
HOUSING INSPECTOR	GRADE 22
ELECTRICAL INSPECTOR	GRADE 22
PLUMBING INSPECTOR	GRADE 22

COMMUNITY DEVELOPMENT DEPARTMENT

DISPOSITION AGENT	GRADE 32
HOUSING INSPECTOR SUPERVISOR	GRADE 32
ACCOUNTANT	GRADE 30
BUSINESS RELOCATION SUPERVISOR	GRADE 29
RESIDENTIAL RELOCATION SUPERVISOR	GRADE 27
RELOCATION COUNSELOR	GRADE 20
SECRETARY	GRADE 16
COMMUNITY DEVELOPMENT COORDINATOR	GRADE 27
ASSISTANT FISCAL OFFICER	GRADE 24
LOAN AND GRANT ADVISOR	GRADE 25
CONSTRUCTION SPECIALIST	GRADE 27
CONSTRUCTION SPECIFICATION SPECIALIST	GRADE 27
DATA CLERK	GRADE 10
DATA CLERK (with two years and training)	GRADE 12
LABORER/GROUNDSKEEPER	GRADE 14
ADMINISTRATIVE SECRETARY	GRADE 18
ACCOUNTS CLERK	GRADE 18

**Section 5.** The following is the wage scale for bargaining unit job classes for the duration of the Collective Bargaining Agreement:

Pay Grade	2011-2014		
	90%	95%	100%
9	12.39	13.08	13.76
10	12.67	13.37	14.07
11	12.95	13.66	14.38
12	13.23	13.97	14.71
13	13.54	14.30	15.05
14	13.89	14.66	15.43
15	14.25	15.04	15.83
16	14.61	15.42	16.23
17	14.97	15.80	16.63
18	15.36	16.22	17.07
19	15.79	16.66	17.54
20	16.24	17.14	18.05
21	16.70	17.62	18.55
22	17.18	18.14	19.09
23	17.69	18.67	19.65
24	18.24	19.25	20.26
25	18.81	19.86	20.90
26	19.38	20.46	21.54
27	20.02	21.14	22.25
28	20.66	21.81	22.96
29	21.36	22.54	23.73
30	22.09	23.32	24.54
31	22.84	24.11	25.38
32	23.63	24.94	26.25
33	24.47	25.82	27.18
34	25.35	26.76	28.17
35	26.25	27.71	29.17
36	27.20	28.71	30.23
37	28.22	29.78	31.35
38	29.32	30.95	32.58
39	30.44	32.13	33.82
40	31.58	33.34	35.09

**ARTICLE 30  
PRESENT BENEFITS AND PAST PRACTICES**

**Section 1.** It is mutually recognized by the parties that all present benefits and past practices in effect prior to this Agreement, and not covered by, in conflict with, or superseded by this Agreement shall remain in full force and effect, unless and until changed in writing by mutual agreement of the parties.

**ARTICLE 31  
MISCELLANEOUS PROVISIONS**

**Section 1.** The following provisions regarding required licenses and/or certifications for Bargaining Unit positions shall be followed:

- A. The Employer will continue to provide information and programs designed to assist employees in obtaining and maintaining licenses and/or certifications required by their respective sub-departments for the performance of their duties.
- B. The Employer shall reimburse Bargaining Unit Employees for any license fees and/or State mandated continuing education costs they are required to pay for in order to maintain various licenses and/or certifications required by their job classification and/or their respective sub-departments for the performance of their duties, except for standard Ohio Drivers license fees.
- C. Bargaining Unit Employees shall be notified, in writing, of any Commercial Drivers License (CDL) endorsements they are required to obtain and/or maintain for their job class.

The Employer and the Union have agreed on the Commercial Drivers License level and endorsements required for each Bargaining Unit position that shall require any type of CDL, they are as follows:

<u>Sub-Departments</u>	<u>Job Class</u>	<u>Requirement</u>
Street	Working Crew Leader	Class A - Tanker - Air Brake
Street	Motor Equipment Operator 3	Class A - Tanker - Air Brake
Street	Motor Equipment Operator 2	Class B - Tanker - Air Brake
Street	Motor Equipment Operator 1	Class B - Tanker - Air Brake
Street	Utility Worker	Class B - Air Brake
Street	Laborer 2	Class B - Tanker - Air Brake
Street	Paint Technician	Class B - Tanker - Air Brake
Street-Mechanical/Garage	Master Mechanic	Class B - Tanker - Air Brake
Street-Mechanical/Garage	Lead Master Mechanic	Class A - Tanker - Air Brake

Parks & Recreation	Working Crew Leader	Class A - Air Brake
Parks & Recreation	Motor Equipment Operator 3	Class A - Air Brake
Parks & Recreation	Motor Equipment Operator 2	Class B - Air Brake
Parks & Recreation	Motor Equipment Operator 1	Class B - Air Brake
Parks & Recreation	Laborer 2	Class B - Air Brake
Water Distribution	Crew Leader	Class A - Air Brake
Water Distribution	Line Mechanic	Class A - Air Brake
Water Distribution	Utility Worker	Class B - Air Brake
Water Distribution	Master Mechanic	Class A - Tanker - Air Brake
Water Distribution	Journeyman Mechanic	Class A - Tanker - Air Brake
Sewer Collection	Crew Leader	Class A - Tanker - Air Brake
Sewer Collection	Sewer Repairman/Cleaner	Class A - Tanker - Air Brake
Sewer Collection	Utility Worker	Class B - Tanker - Air Brake
Water Pollution	Millwright A	Class B - Tanker - Air Brake
Water Pollution	Millwright B	Class B - Tanker - Air Brake
Water Pollution	Millwright Helper	Class B - Tanker - Air Brake
Water Pollution	Millwright In Training	Class B - Tanker - Air Brake
Water Pollution	Utility Worker	Class B - Tanker - Air Brake
Building Department/ Electrical Division	Electrical Inspector (state certified) / Traffic Signal Tech Coordinator	Class B - Air Brake
Building Department/ Electrical Division	Traffic Signal Technician Crew Leader	Class B - Air Brake
Building Department/ Electrical Division	Traffic Signal Technician II	Class B - Air Brake
Building Department/ Electrical Division	Traffic Signal Technician I	Class B - Air Brake

**D.** The Employer shall make arrangements for all Bargaining Unit Employees who must upgrade or obtain a CDL certification or endorsement(s), as a requirement for the job classifications as established herein, to be trained and tested once without cost to the Bargaining Unit Employee. These arrangements shall include the use of a City vehicle and equipment if necessary.

**E.** Any Bargaining Unit Employee who fails to maintain the proper CDL and/or endorsement shall be placed in the Laborer Grade 11 job classification in his home department for a period not to exceed two years provided he/she has been given the opportunity as provided for in sub-section (D) above. If during this two-years, he obtains the proper CDL/ and/or his CDL is re-instated, he shall be returned to his/her previous job classification and pay grade. An employee whose CDL and/or endorsement permanently or for a period of two years or more shall become an incumbent in the Laborer Grade 11 Job Classification.

**F.** The following CDL Upgrade Program is hereby agreed to:

1. All bargaining Unit Employees shall have the opportunity to obtain and/or upgrade a CDL License and/or endorsement except for Hazardous Materials Endorsements which are not approved at this time.
2. The City of Lorain shall reimburse Bargaining Unit Employees for the cost of training and costs of testing for their CDL up to the amount of Three Hundred Fifty dollars (350.00). This reimbursement shall be made to the employee within 30 days that he turns in a receipt for the costs related to the CDL Training and Testing and only after the employee shows proof of passing the CDL test for the license or endorsement sought.
3. Employees shall be responsible to arrange for any training or testing that they desire on their own. This training and testing may be at any certified training or testing facility in the State of Ohio. A copy of certified training and testing facilities shall be posted in each sub-department.
4. All training and testing shall be on the employee's own time except for those employee's in the Water Distribution Sub-Department who are seeking a Air Brake Endorsement. Those employee's in the Water Department Sub-Department seeking a Air Brake Endorsement may make arrangements for their training and testing to take place during working hours. These arrangements shall be approved in advance with the Superintendent or Assistant Superintendent of Distribution.
5. Any problem with this program shall be addressed by the Safety Service Director or his designee and the Local Union President or his designee. Any changes to the program shall be agreed to in writing by authorized representatives of the parties.

**Section 2.** Bargaining unit employees will be allowed time off with pay, for purposes of taking required license examinations and/ or when attending required training programs and/or approved continuing education courses, seminars or classes that take place during his regularly scheduled hours.

**Section 3.** The Employer will continue to provide uniforms without cost, or in lieu of providing uniforms without cost, the Employer shall pay a uniform allowance, to the employee to those employees who have been provided uniforms in past Collective Bargaining Agreements. Within ninety days of the execution date of this Agreement the parties shall meet for the purpose of reviewing the allocation of uniforms to bargaining unit members. The parties shall be empowered to make any changes necessary for the equitable allocation of uniforms and/or uniform allowances for the various bargaining unit members. These changes shall be reduced to writing and executed when reached.

**Section 4 A.** When tests are used as a tool to select candidates for vacancies in the bargaining unit, the content of such tests shall be job-related. The Employer shall give all employees reasonable notice as to the date and time that any such test shall be given.

**Section 4 B.** Pursuant to the understandings reached in March of 1993 the following guidelines shall be adhered to with regard to the testing of bargaining unit positions:

- A. The City and the Union agree that where tests are used as an aid in making determinations for the filling of vacant bargaining unit jobs, such tests shall be a job-related test.
- B. A job-related test, whether oral, written or in the form of an actual work demonstration, is one which measures whether an employee can satisfactorily meet the specific requirements of that job including the ability to absorb any training which may necessarily be provided in connection with that job.
- C. Written, practical and/or oral tests may be given and the employee must pass each test. As in the past, a seventy percent (70%) score shall be considered the lowest possible passing grade.
- D. Notwithstanding any Article or Section of this Agreement, an employee who has previously held a position, or has previously passed the test within the last four (4) years, shall not be required to test for the position sought. However, the City can require testing or re-testing for vacancies where the City can demonstrate that the testing or re-testing is based upon a change in the essential job functions of the position. Employees who have previously held the position sought or previously passed a test for the position sought before April 1, 2009 shall not be required to re-test to fill a vacancy.
- E. The senior bargaining unit employee who passes a job-related test, if a test is given, shall be appointed to the sought for job, subject to satisfactory completing the probationary period provided for in this Agreement.
- F. The City agrees that all tests, to the extent feasible, shall be fair in their makeup and administration and free of cultural, racial or ethnic bias. The City agrees to review the extent to which math tests are given as a requirement to successfully obtaining a job bid.
- G. All disputes related to job test questions and/or answers shall be resolved through the grievance procedure.

**Section 5.** The City shall provide a tool allowance of two hundred fifty dollars (\$250.00) per year for Mechanics in the Garage and Parks & Recreation Sub-Departments. Employees will be required to furnish receipts as proof of purchase of the tools as provided herein. The City shall allocate monies for, and implement a training program for Mechanics, to be determined by the Employer.

**Section 6.** No contracting out language: The City of Lorain recognizes the integrity of the work performed by the Bargaining Unit and agrees that no work shall be contracted out for the life of this Agreement unless and until the City enters into good faith collective bargaining with the Union as required by Ohio Law, except for contracting out of work that has customarily been contracted out. The City shall provide copies of any bid specifications to the Union without cost, upon their request.

**Section 7.** The City shall continue funding of the United Steelworkers Career Development Center in accordance with the Letter Agreement initiated in 1999. If this program is terminated by any party prior to the expiration of this Agreement the parties shall meet to develop a successor program that shall have the same Employer contribution rate as the Career Development Center. Such program shall be open to all Bargaining Unit Union Members under guidelines jointly established by the parties.

**Section 8.** Redlining: Notwithstanding any provision of this Agreement to the contrary, the "Redlining" of positions as negotiated in this or previous collective bargaining agreements shall have no effect on any Bargaining Unit member who was employed on or before January 1, 1995, with respect to lateral transfers to a new position, bumping/displacement and recall due to layoffs, temporary transfers or labor pool transfers. Employees whose positions have been red-lined shall continue to receive percent increases in their base rate of pay.

**Section 9.** All Bargaining Unit Members hired after May 24, 1995 shall become residents of the City of Lorain within six months of completing their probation and shall maintain residency as a condition of continued employment, for the duration of this C.B.A.

**Section 10.** The following appendixes and exhibits incorporated herein by reference shall be considered part of this Agreement:

- Appendix 1: Side letter – Reorganization of Engineering Department – May 2001
- Appendix 2: Side letter – Reorganization of Building Department – May 2001
- Appendix 3: Side letter – Crew Leader in Cemetery Department – May 2001
- Appendix 4: MOU – Water Distribution Work Days and Overtime – January 19, 1999
- Appendix 5: FMLA Intermittent Leave Use Form
- Appendix 6: Schedule of Medical, Drug and Vision Coverage
- Appendix 7: Spousal Medial Coverage Q & A
- Appendix 8: Medical Savings Account
- Appendix 9: Side letter – Water Purification Lab Schedule – February 12, 2009
- Appendix 10: MOU – 12-Hour Shifts
- Appendix 11: MOU and Form – Union representation – December 1, 1988
- Appendix 12: Form – Application for Sick Leave

The various letter agreements entered into and confirmed during the course of negotiations are hereby made part of this Agreement.

**Section 11.** Ohio Revised Code 124.57 shall not apply to members of the bargaining unit except to the extent that bargaining unit members shall not be permitted to be a candidate for any elected municipal office of the City of Lorain.

**Section 12.** The purpose of this section is to memorialize matters agreed to in past agreements and/ or the current agreement regarding the various Utilities sub-departments.

**A.** The Water Meter Reader incentive program initiated in 1994 shall be extended for the life of the Collective Bargaining Agreement. Any employee bidding on the Meter Reader position shall abide by the incentive program initiated in 1994.

- B.** Notwithstanding any Article or section of the collective bargaining agreement any temporary replacement to the Meter Reader position shall be offered first to bargaining unit employees from the Utilities Department Office Division.
- C.** All job descriptions in the various Utilities sub-departments were adopted after negotiations with the Union. For the purpose of interpreting qualifications and the principles related thereto as outlined in said job descriptions: the previously accepted explanation of the job description ordinance (The Yarger Report Ordinance) shall continue to be adhered to.
- D.** Water Distribution Department second shift provisions.
1. Management may, at its discretion, schedule one Distribution Crew consisting of one Crew Leader, one Line Mechanic and two Utility Workers on a rotating second shift schedule, Monday through Friday, from December through March, (16 weeks), each year beginning on or about the first week of December 1995.
  2. The hours of the second shift shall be from 3:00 p.m. until 11:00 p.m.
  3. The second shift rotation shall coincide with the Crew Leader who is on call that week.
  4. Deviations in this agreement shall be agreed to by mutual written agreement of the Local Union Grievance Committee and the Director of Utilities.
  5. The current Call-Out payment agreement shall be reduced to writing, signed by the parties and continue to remain in effect.
- E.** The twelve hour shift in place in the Water Purification sub-department and the BRWWTP shall be continued for the life of the Collective Bargaining Agreement. Any new employees bidding and awarded a job covered by the twelve hour shift agreement shall be required to abide by its terms and conditions. (See, Appendix 10).
- F.** The alternative working schedule in the Water Purification Department Lab shall be continued for the life of the Collective Bargaining Agreement. Any new employees bidding and awarded a job in the Water Purification Lab shall be required to abide by its terms. (See Appendix 9).
- G.** The Call Out Pay for bargaining unit employees in the Water Distribution and Sewer Collections Department shall be reduced to writing and continue to remain in effect.
- H.** Any bargaining unit employee performing duties operating the Sludge Press at the Water Pollution Control Plant shall be paid at a Grade 23 or his/her present pay grade whichever is greater.
- I.** It is understood that the job classification series of Lab Technician, Operator and Millwright in the Water Purification and Water Pollution Control Divisions of the Utilities Department are "automatic progression" positions. All bargaining unit employees shall begin at the "in

training” level of these job classifications and advance through the series on an “automatic progression” basis by obtaining the appropriate EPA operational certificate(s) as outlined in the respective job descriptions. The Union agrees to the changes in the job descriptions of these job classes as proposed by the Utilities Director in the June 15, 1998 memo to the Personnel administrator.

**J.** Any bargaining unit employee classified as a Utility Worker in the Water Distribution Division shall be paid the pay grade of Meter Installer when assigned to work involving the installation of water meters.

**K.** Notwithstanding the provisions of the above sub-section D, the parties agree that the Safety Service Director shall review the feasibility of eliminating the second shift in Water Distribution. The Safety Service Director shall inform the Union by October 1, 2001 of his decision. If the second shift is to be continued the parties agree to change the provisions of rotation to be on a voluntary and/or seniority driven basis in accordance with Article 9, Section 21 of this Collective Bargaining Agreement.

**Section 13.** It is mutually agreed to that all incumbent bargaining unit members of the Street Department Cemetery Division sub-department shall continue to be assigned to work in their job classification at Elmwood Cemetery, so long as there is work at Elmwood Cemetery to be performed, as determined by management.

**Section 14.** In order to be reclassified as a Laborer 2, a bargaining unit member must possess a valid Class B CDL with an air brake endorsement and have at least two years service in a bargaining unit job classification requiring a commercial drivers license or two (2) years as a Laborer 1 or equivalent grade, except in the Cemetery Sub-Department where there shall be no CDL requirements.

**Section 15.** The sub-department formerly known as the Electrical Department shall continue to operate as part of the Building Department and shall be known as the Building Department-Electrical Division.

**Section 16.** The purpose of this section is to memorialize past agreements with regard to the employment of seasonal employees to perform work normally performed by bargaining unit employees. Those agreements are as follows:

**A.** Seasonal employees shall have no seniority rights within the bargaining unit.

**B.** Under no circumstances shall any seasonal employees be hired while there are bargaining unit members on layoff status.

**C.** The Employer recognizes the integrity of the bargaining unit and the work it performs. Seasonal employees shall not be employed to the extent that they erode the integrity of the bargaining unit or infringe upon the rights of bargaining unit employees.

**Section 17.** The principles established in the January 30, 1992 Letter Agreement regarding Seasonal Parks and Recreation Programming, Letter Agreement #5 of the 1995-1997 Agreement shall continue to be recognized by the parties.

**Section 18.** The following agreement was made regarding "Relief Operators and Relief Lead Operators" in the Water Pollution Control Division of the Utilities Department:

1. Designated relief persons may not work five consecutive days with two days off depending on the scheduling needs of the department.
2. Designated relief persons shall be guaranteed a minimum of 40 hours per week.
3. Designated relief persons shall not be required to work more than seven consecutive days over any two week period.
4. The relief schedule may be changed with ten days prior notice.

The parties agree that additional language to address the working conditions of Operators and Lead Operators in the Water Pollution Control Sub-Departments shall be negotiated at the sub-departmental level within 90 days of the execution date of this agreement.

**Section 19.** Notwithstanding anything in this agreement or previous collective bargaining agreement to the contrary, time spent as a provisional employee that is unbroken shall count towards an employee's seniority as provided for in Article 9, Section 1 of this agreement.

## **ARTICLE 32 SUBSTANCE ABUSE POLICY**

**Section 1.** Concerns. The abusive use of drugs and alcohol is a major social problem in the United States that has permeated all aspects of American Society. In addition to the personal and family tragedies inherent with substance abuse our economy and individual businesses suffer from lost productivity, quality and safety.

The parties recognize that substance abuse is symptomatic, but not necessarily inclusive thereof, of hopelessness, economic deprivation, peer pressure and an inability on the part of local, state and federal governments to eradicate abused substances from society. Moreover, substances like tobacco and alcohol enjoy certain governmental protection and yet each cost the taxpayers billions of dollars each year. Consistent with these positions the City of Lorain, Ohio and USWA Local Union No. 6621 feel a strong responsibility to our citizens, the general public, and employees to focus on the problems of substance abuse. As the City of Lorain, Ohio and Local Union No. 6621 recognize the importance of maintaining public safety, operational efficiency and service, and when substance abuse threatens these objectives we must meet the challenge and correct it.

**Section 2.** Objective. This policy establishes the appropriate direction of substance abuse situations. Alcoholism and drug abuse are recognized by the parties to be treatable conditions. Without detracting from the existing rights and obligations of the parties recognized in other

provisions of this agreement, the City of Lorain, Ohio and Local Union No. 6621, (hereinafter the City and the Union, or collectively "the parties") agree to cooperate in encouraging employees affected by alcoholism and/or drug abuse to undergo a coordinated program directed to their rehabilitation at The Lakeland Institute or other mutually agreed to facility. The costs associated with testing shall be borne by the Employer. The costs associated with screening and/or assessment shall be borne by the Employer if covered under the Health program or if required by law.

### **Section 3. Applicability.**

#### **A. Employees.**

This policy as negotiated applies to the Members of USWA Local Union No. 6621 who are employees of the City of Lorain, Ohio. Government required CDL testing shall apply only to those Employees who are required to hold a CDL to perform their duties.

#### **B. Substances.**

Examples of substances generally considered to be substances subject to abuse are:

1. marijuana metabolites
2. amphetamines
3. cocaine metabolites
4. opiate metabolites
5. phencyclidine
6. alcohol

### **Section 4. Policy**

THE ABUSE OF DRUGS AND ALCOHOL IS A MAJOR SOCIAL PROBLEM IN THE UNITED STATES. THE CITY OF LORAIN, OHIO FEELS A STRONG RESPONSIBILITY TO ITS CITIZENS, EMPLOYEES AND THE GENERAL PUBLIC TO FOCUS ON THE SUBSTANCE ABUSE PROBLEM THE CITY OF LORAIN, OHIO WILL UTILIZE TESTING AS A MEANS OF DETECTING SUBSTANCE ABUSE IN THE WORKPLACE AND WILL CONTROL THIS SITUATION BY APPROPRIATE FOLLOW-UP ACTION AS OUTLINED IN THIS POLICY. ALCOHOL AND DRUG ABUSE WILL NOT BE TOLERATED IN THE WORKPLACE AND ITS PRESENCE MAY RESULT IN THE TERMINATION OF AN EMPLOYEE.

### **Section 5. Prohibitions.**

- A.** The sale, possession, manufacturing, distribution, dispensation, use or purchase of illegal substances during working hours may subject an employee to immediate discharge from employment.
- B.** No non-Union employee, Union employee or management, will be permitted to work under the influence of alcohol and/or a controlled substance, which induces an unsafe mental or physical state or which actually impairs the performance of work during employer work time. As used in this section, "under the influence" shall be defined as being in a condition where ones work performance is substantially impaired.

**Section 6.** Voluntary request for assistance.

Employees may voluntarily request assistance from the City in solving a substance abuse problem at any time prior to a test being administered without fear of suspension without pay and/or discharge. Such request should normally be directed to the Service Director in complete confidentiality.

Leaves of absences to correct a substance abuse situation voluntarily identified will be granted in conjunction with request for assistance. Such leaves will be consistent with Ohio law and the Federal Medical Leave Act and as outlined in other Sections of this Policy.

**Section 7.** Guidelines for establishment of Employee Assistance Program (EAP):

The parties have reached the following understanding with respect to general guidelines:

- A. An assessment of alcohol/drug abuse will be made by a trained professional at the Lakeland Institute or other agreed to facility.
- B. A joint City and Local Union No. 6621 Employee Assistance Program Committee shall be promptly established comprised of equal numbers of members designated by the employer and the president of the Local Union. The parties will select a mutually agreed to impartial certified medical professional to break ties in recommendations and implementations. The EAP committees in their implementation activities and ongoing evaluation shall regard the following:
  - 1. Review and recommend an appropriate supervisor/Local Union representative training program.
  - 2. Review the testing procedures to assure that they include appropriate safeguards for privacy, confidentiality, chain of custody and that they meet local, state and federal guidelines, regulations and statutes.
  - 3. Ensure selection of NIDA certified laboratories to ensure accuracy and proficiency ratings.
  - 4. Perform other activities as agreed upon by the Local Union and the City of Lorain.
- C. No employee will be referred to assessment solely on the basis of anonymous or third party reports.
- D. The EAP committee will develop procedures for Union personnel to refer management personnel for assessment based on the provisions of this agreement. Substance abuse makes no distinction between Union and Management. It affects all.

- E. 1. The City will not require employees to submit to random or blanket alcohol or drug screening except as required by Federal or State regulations/statutes and except as required in accordance with level 2 or level 3 OBWC regulations.
- 2. Employees will be selected by a scientifically valid random process, and each employee will have an equal chance of being tested each time selections are made. The number of employees selected for random testing will be in accordance with Level 2 or Level 3 OBWC regulations.
- 3. This periodic testing without notice will not be implemented until 60 days after the execution of this Agreement or 60 days after it is implemented throughout the workforce on a city-wide basis, whichever is later.
- F. If an employee requests a test for drugs, any positive screening result must be confirmed by Gas Chromatography/Mass Spectrometry-(GC/MS) before they are reported back as positive. Tests will be determined positive in accordance with the levels set out in item X of this agreement.
- G. If an employee requests a Breathalyzer test for alcohol, it must be performed by a trained operator who has the authority to calibrate the Breathalyzer, on a properly calibrated machine and the person being tested shall have the option to have any positive result confirmed by blood test at the company's expense.

**Section 8. Employee Testing.**

**A. Pre-employment testing.**

- 1. Tests may be administered to all new hires. The test(s) may be required of an applicant only after he/she has been offered a position. Employment with the City would be conditional upon the applicant receiving a negative alcohol and drug test result.
- 2. Exceptions may be made if the applicant has had an alcohol test administered in accordance with Federal regulations within the previous six (6) months and the City ensures that no prior employer of whom the City has knowledge has records indicating a violation of the alcohol use rules within the past six (6) months.
- 3. An applicant may also be exempt from the pre-employment drug tests if he/she has participated in a drug testing program within thirty (30) days prior to the application for employment or has participated in a random drug testing program in the previous twelve (12) months, provided that the City has been able to make all verifications required by law.

**B. Reasonable Cause Testing.**

- 1. In cases in which an individual is observed acting in an abnormal manner and there exists a "reasonable cause to believe" that the individual is under the influence of controlled substances and/or alcohol, the City may require the person to go to a medical facility to

provide urine specimens for laboratory testing. A "reasonable cause to believe" observation should be made directly by a City supervisory employee and, if available, the Union Designee who have both been trained in these specifics. In any event, the trained City supervisory employee shall make the final determination as to whether or not there is reasonable cause to believe.

2. An employee who is required to undergo "reasonable cause to believe" testing must be accompanied by a City representative and the Local Union Designee to the Local facility selected to perform the testing. In cases where the Union designee is not readily available, another trained Union designee shall be given one (1) hour from the time He/She is notified, to meet and accompany the Employee to the local facility selected to perform the testing.
3. Alcohol tests will be authorized for "reasonable cause" only if the required observations are made during, just before or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test must be performed by a qualified person who has the authority to calibrate, on a machine which has been properly calibrated and said calibration dates and time made observable to the person taking the test. The test will not be given by the person making the reasonable cause determination to test.
4. A supervisor who makes a finding of reasonable suspicion also must make a written record of his observations leading to a reasonable suspicion drug test within twenty-four (24) hours of the observed behavior. The Union shall be issued a copy of the aforementioned data within twenty-four (24) hours of the occurrence.

#### C. Reasonable Cause test procedure.

1. "Reasonable cause to believe" tests shall consist of the laboratory analysis of urine specimens. Such analysis must be made by a NIDA certified laboratory.
2. Urine specimens will be taken by authorized medical personnel.
3. At the time the specimens are taken, the individuals to be tested shall be given a copy of the specimen collection procedures. In addition, the individual must sign a consent form authorizing the testing and release of the test results to the Service Director and Union. Refusal to sign the consent form or to provide a specimen will subject the individual in question to disciplinary action up to and including discharge. In those cases where a sample is not obtainable after a reasonable waiting period (not to exceed two (2) hours) and having liquids provided for them, if the employee further refuses to comply with a request for sample he/she may be subject to discipline up to and including discharge.
4. The Urine specimen should then be collected in accordance with the procedure set forth in Appendix A. The Urine sample shall then be placed in the transportation container.
5. The transportation container and the stored sample container shall then be sealed in the individual's presence and initialed by the tested individual. The containers should then be

sent on that day or the next normal business day via air courier to a NIDA certified laboratory.

**D. Post-Accident Tests**

1. Alcohol and controlled substance tests will be conducted in the time limits imposed by the federal regulations for commercial driver's license after an accident on any driver who:
  - a. Was performing safety-sensitive functions with respect to the vehicle if the accident involved loss of human life.
  - b. Received a citation under state or local law for a moving traffic violation arising from the accident.
2. No Employee involved in an accident may use alcohol for eight (8) hours after the accident or until after He/She undergoes a post-accident test, whichever comes first.
3. If an alcohol test is not administered within two (2) hours or if a drug test is not administered within thirty-two (32) hours after the accident, no tests will be administered, and the City will prepare and maintain records explaining why the test was not conducted.
4. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations. Likewise, substance abuse testing can only indicate a presence of abused substances and not, immediate use.
5. Before any driver operates a commercial motor vehicle, the City will provide him with post-accident procedures that will make it possible to comply with post-accident testing requirements consistent with local, state and federal regulations or statutes.
6. The City shall conduct a post-accident drug/alcohol test for any employee where the following circumstances occur:
  - a. A fatality of anyone involved in the accident;
  - b. Bodily injury to the employee and/or another person that requires off-site medical attention;
  - c. Any vehicular damage in apparent excess of \$800.00;
  - d. Non-vehicular damage in apparent excess of \$800.00.

**E. Blanket/Random testing without notice.**

1. As referenced in Section 7.E.

**F. Return to duty tests.**

1. A drug or alcohol test will be conducted when an employee who has violated the City's drug or alcohol prohibition returns to work.
2. Employees whose conduct involved alcohol may not return to work until the return to duty alcohol test produces a verified negative result.
3. Employees whose conduct involved misuse of drugs may not return to work until the return to duty drug test produces a verified negative result.

**Section 9. Safety-sensitive functions.**

- A. Those positions as defined by Federal Law and/or State statutes shall be deemed as "Safety Sensitive" for the purposes of this Policy. In addition to any state or federal regulation/statute the parties will, by agreement, identify such functions as they deem safety-sensitive. Said list of agreed to, or regulation/statute required functions, will be posted for all employees to see. The parties will sign-off on the list and the City will make available to the Local Union a list of all agreed to safety-sensitive functions that relate to this policy.

**Section 10. Scientific and Technical Requirements**

**A. Laboratory Analysis Procedures**

1. Initial Test.

- a. The initial test shall use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

initial test level (NG/ml)	
marijuana metabolites	100
cocaine metabolites	300
opiate metabolites	300
phencyclidine	25
amphetamines	1000
alcohol	(.04)

2. Confirmatory Test Level.

- b. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/ mass spectrometry-(GC/MS) techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest curve value."

confirmatory test level (NG/ml)

marijuana metabolite	15
cocaine metabolite	150
opiates: morphine	300
codeine	300
phencyclidine	25
amphetamine	500
methamphetamine	500
alcohol	(.04)

1. 25 ng/ml if immunoassay specific for free morphine.
2. Delta-9-tetrahydrocannabinol-9-carboxylic acid.
3. Benzoylecgonine.

**Section 11. Disciplinary Actions**

- A. In addition to an employees rights under Article Eleven (11) of the Collective Bargaining Agreement, Disciplinary Procedure, the following shall apply:
- B. The City of Lorain, Ohio recognizes the serious consequences of a suspension/termination of an individual. However, the exposure of fellow employees and/or the general public to injury or death by a substance abuser may warrant such action. The City of Lorain, Ohio is acutely aware of its responsibility in this area. Employees must also be mindful of their responsibility to approach the performance of their jobs free of drugs or alcohol.
- C. If an employee tests positive to the substance abuse test as outlined in this agreement, he/she will be given the opportunity to attend an accepted rehab program at the City's expense, if provided for by the City's Health coverage program, or by law. If said rehab program is not covered by the Health program or by Law, the Employee may elect to bear the cost him/her self. Rehabilitation must be completed to the satisfaction of the physician in charge of the program.
- D. Medical leaves of absence at the agreed to rehab facility will be granted twice to Employees who fail substance abuse tests. Such leaves shall be consistent with Ohio law and the Federal Medical Leave Act. Employees shall be allowed to use any accrued paid leave such as sick or vacation time.
- E. After satisfactorily completing a prescribed period of rehabilitation, the employee will be put back to work following a negative drug test. Said Employee may be tested up to six (6) times during the following twelve (12) months without notice.
- F. An employee who fails a return to duty test, except for an Employee predicated in "d" above, will be disciplined as follows:
  1. The Employee may, at the sole discretion of the Employer, receive up to a thirty (30) day suspension.

2. If the Employee is placed into the inpatient care and He/She has accrued paid leave, he/she will be given the opportunity to use such leave.

**Section 12.** Union notification of policy enforcement.

The City of Lorain, Ohio, shall, on a quarterly basis, report in writing to the Local Union the total number of employees, both represented and non-represented, who have been tested and the reason for the test. The report shall also specify the number of positive tests, the substance for which the test was positive and the action taken with respect to the employees. The report shall not include individual names or identifiers.

The City shall provide the Local Union with advance notice of any changes to the city's policy that will be required by federal, state or local regulations during the term of the applicable collective bargaining agreement. If the city contemplates changes in the policy or the underlying testing procedures, including but not limited to changes in the levels that determine a positive result and the substances to be tested for, the city will notify the Union of such contemplated changes and will negotiate with the Union about any such changes, except as required by law.

**Section 13.** Notification to affected employees.

- A. Each employee will receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the City's policy and regulations for meeting these requirements. Representatives of employee organizations will be notified of the availability of this information. The information will identify:
  1. The person designated by the City to answer employee questions about the materials
  2. Categories of employees who are subject to the drug and alcohol testing requirements.
  3. Sufficient information about the safety sensitive functions performed by employees to make clear for what period of the work day employee compliance is required.
  4. Specific information concerning employee conduct that is prohibited.
  5. Circumstances under which an employee will be tested for drugs and/or alcohol.
  6. Procedures that will be used to test for the presence of drugs and alcohol, protect the employee and the integrity of the testing process, safeguard the validity of test results and insure that the test results are attributed to the correct employee.
  7. The requirement that an employee submit to drug and alcohol tests administered in accordance with federal regulations.
  8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences.

9. Consequences for employees found to have violated the drug and alcohol prohibitions including the requirement that the employee be removed immediately from safety sensitive functions and the procedures for referral, evaluation and treatment.
10. Consequences for employees found to have an alcohol concentration of 0.04, or as required by federal regulations.
11. Information concerning the effects of drugs and alcohol on an individual's health, work and personal life; external and internal signs and symptoms of a drug or alcohol problem, and available methods of intervening when a drug or alcohol problem is suspected including confrontation, referral to an employee assistance program and/or referral to administrative officials.

**B.** Each employee must sign a statement certifying that he has received a copy of the above materials. A copy of the statement will be given to the employee and a copy entered into his/her service file.

**Section 14.** Records.

**A.** Employee drug and alcohol test results and records will be maintained under strict confidentiality and released only in accordance with law. Upon written request, an employee will receive copies of any records pertaining to his use of drugs or alcohol, including any records pertaining to his drug or alcohol tests. Records will be made available to a subsequent employer or other identified persons only as expressly requested in writing by the employee.

**Section 15.** Reasonable Cause to Believe Test forms.

**A.** All Bargaining Unit Employees will be required to sign a Reasonable Cause to Believe Test release form (Appendix B). A copy of the signed form will be given to the Employee and a copy entered into his/her service file.

## APPENDIX A

### Employee testing kits.

#### A. The contents of the employment testing kit shall be as follows:

1. Screw capped, self sealing, tamper resistant urine collection bottles.
2. Security seal for sealing and initialing the urine bottles.
3. Instructions for urine collection.
4. Chain of possession form, with space for listing prescribed medication and non prescribed medication.
5. Nylon reinforced shipping seal or sealing flaps for securing the exterior of the urine kit.

#### B. The chain of possession form in the urine collection kit shall be completed by the clinic personnel and returned to the kit before sealing the entire kit. The exterior of the urine collection kit shall then be secured. If possible have the individual tested initial the "nylon" seal for sealing flaps.

#### C. Shrink wrapped or similarly protected kits shall be used in all instances pertaining to A and B above. Alternatively, the individual to be tested shall be given a choice of the available kits.

APPENDIX B  
THE CITY OF LORAIN, OHIO

**REASONABLE CAUSE TO BELIEVE TESTING**  
**(Instructions/Receipt/Release/Listing)**

**NOTIFICATION OF TESTING:**

\_\_\_\_\_  
Name of Employee (Print)

\_\_\_\_\_  
Date of Notification

You are hereby notified that at such time as the Service Director of the City of Lorain, Ohio or his qualified designee has reasonable cause to believe that you are under the influence of or may be affected by the presence of alcohol and/or controlled substances while on the job at the City of Lorain, Ohio, you may be required to take an immediate no notice urine and/or Breathalyzer test for the purpose of determining the presence of alcohol and/or controlled substances. If you are required to take the reasonable cause to believe no notice drug test, you must notify the testing lab of use of prescription and non-prescription medications prior to the administration of the test.

**INSTRUCTIONS FOR COLLECTION:**

(Hospital/Clinic Personnel)

The urine specimen obtained in the course of collection will be placed in a self-sealing, screw capped container and sealed, initialed by the employee and labeled (on the Chain of Possession form) without the urine container and kit leaving the employee's presence. The employee has an obligation to identify the urine specimen will be sealed (and initialed by the employee) in the transportation container and sent via fastest available means to a NADA certified laboratory.

**RECEIPT:**

I have received a copy of the "Reasonable Cause to Believe Testing" form (Appendix B) which explains that I may be required to take a no notice drug test to determine the presence of alcohol and/or controlled substances.

\_\_\_\_\_  
Date of Acknowledgment

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Name of Employee

**ARTICLE 33  
SEVERABILITY**

**Section 1.** Should any change be made in applicable State or Federal Law, or should a court of recognized jurisdiction determine that a provision of this Agreement is illegal, then such provision would be automatically terminated and the remainder of the Agreement shall remain in full force and effect.

Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

**ARTICLE 34  
DURATION OF AGREEMENT  
RE-OPENER CLAUSE PROVISIONS**

**Section 1.** This Agreement shall be effective as of the date of ratification and shall remain in full force and effect through September 30, 2014.

**Section 2.** If either party desires to modify or amend this Agreement, except as provided in Section 3 of this Article, it shall give written notice of intent no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the expiration of this Agreement. Such notice shall be by certified mail with return receipt to the certified representatives.

Should the parties agree to amend or modify this Agreement at any time during the life of this agreement other than that provided above or in Section 3 of this Article, such amendments or modifications shall be reduced to writing and incorporated as part of this Agreement. Notwithstanding the above, nothing herein shall be construed as an obligation by either party to negotiate during the life of this agreement.

**Section 3.** The parties may, by mutual agreement reopen negotiations at any time during the term of this agreement. The parties may also, by mutual agreement, enter into various letter agreements or memorandums of understandings during the life of this agreement, in order to execute any mutually agreed upon changes or to mutually clarify the meaning of any provision of this agreement. Said letter agreements or memorandum of understandings, if reached shall be signed by authorized representatives of the Employer and the Union and shall become part of this agreement under the terms so specified.

**Section 4.** 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 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.

**SIGNATURE PAGE**

This Agreement is made this 19<sup>th</sup> day of October 2011 by and between the City of Lorain, Ohio, a municipality corporation and the United Steelworkers United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, on behalf of Local 6621, hereinafter referred to as the "Union", or "Local 6621".

For the City of Lorain, Ohio



Anthony Krasienko  
Mayor



Phillip Dore  
Safety Director

For the USW

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Leo W. Gerard  
International President

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Stanley W. Johnson  
International Secretary-Treasurer

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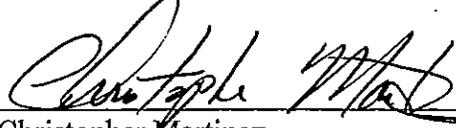
Thomas Conway  
Vice-President (Administration)

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Fred Redmond  
Vice-President (Human Affairs)

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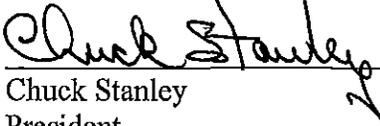
David McCall  
Director District 1



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Christopher Martinez  
USW Staff Representative

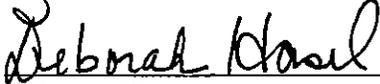
USW District 1, Sub District 4  
Local 6621

  
\_\_\_\_\_  
Chuck Stanley  
President

  
\_\_\_\_\_  
Jack J. Critelli Jr.  
Vice President

\_\_\_\_\_  
Todd Settie  
Committeeperson

  
\_\_\_\_\_  
Allen Wilson  
Committeeperson

  
\_\_\_\_\_  
Deborah Hasel  
Committeeperson