

AGREEMENT

BETWEEN

THE CITY OF SOUTH EUCLID

AND

**LOCAL 2319 AND OHIO COUNCIL 8 OF THE
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES UNION**

**EFFECTIVE JANUARY 1, 2015
THROUGH DECEMBER 31, 2017**

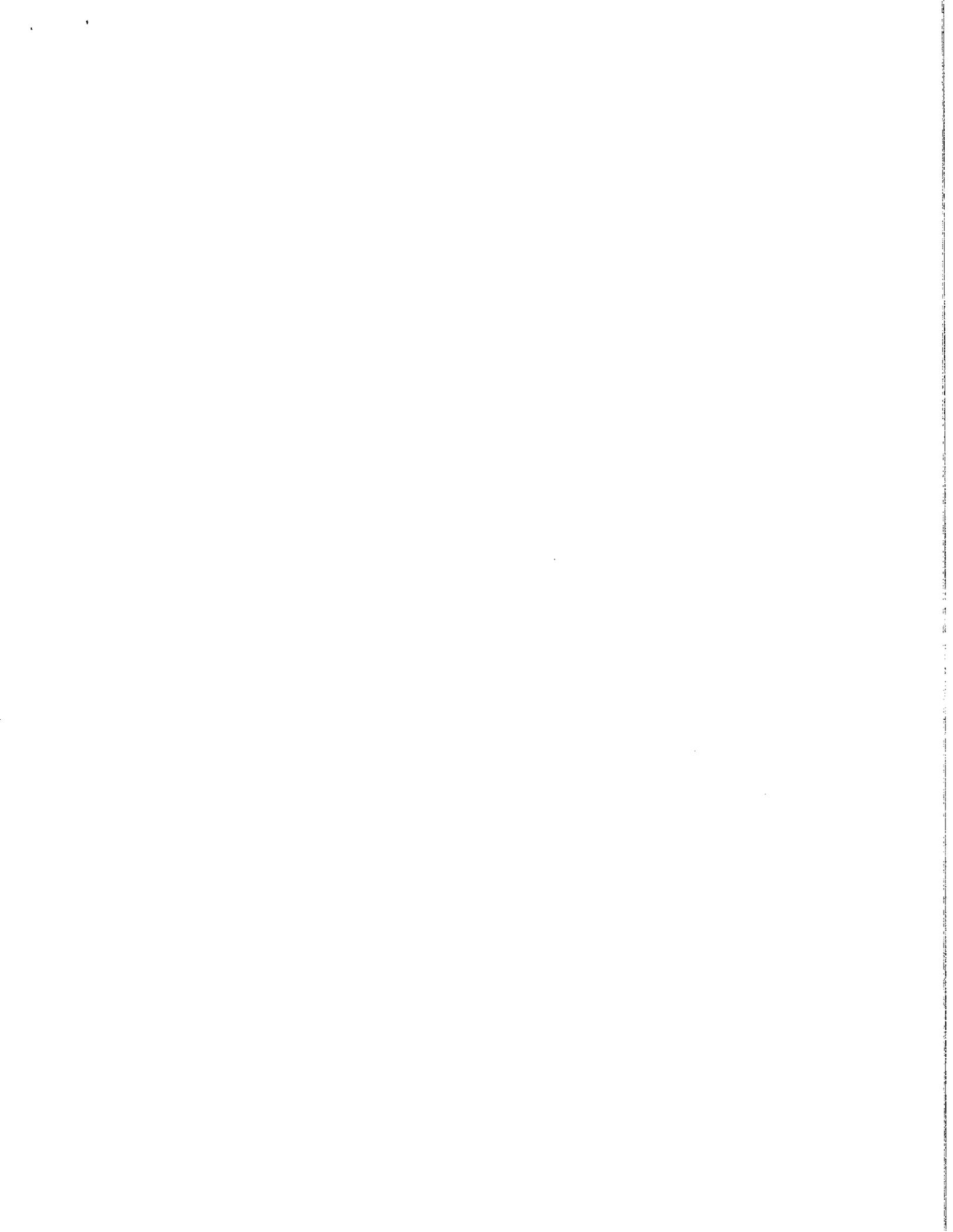


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AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of January 1, 2010, by and between THE CITY OF SOUTH EUCLID, OHIO (hereinafter referred to as the "City") and Local 2319 and OHIO COUNCIL 8 of the AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES UNION (hereinafter referred to as the "Union" or "AFSCME").

ARTICLE 1 – RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours of work and conditions of employment, for all full-time mechanics, general repairman, special equipment operators, truck drivers, loaders, general foremen, assistant foremen, sewer leadsmen, landscape foremen, mechanic helper and laborers employed by the City of South Euclid in the Service Department, but excluding all schedulers, office clerical employees, dispatchers, supervisors and all other employees.

ARTICLE 2 – UNION MEMBERSHIP, CHECK OFF, FAIR SHARE FEE

2.1 Union Membership. All Service Department Employees in the above bargaining unit have the right to join and maintain membership in the Union. Employees who do not want to join the Union or do not want to remain in the Union are under no obligation to do so.

2.2 Check-Off. All employees in the bargaining unit covered by this Contract who are members of the Union on the date this Contract is signed and all other employees in such bargaining unit who become members of the Union at any time in the future, shall, for the term of this Contract, continue to be members of the Union and the City will not honor dues deduction (check-off) revocations from any such employee except as provided herein.

2.3 The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this contract upon receipt of individual authorization cards voluntarily executed by an employee for that purpose and bearing his signature provided that:

An employee shall have the right to revoke such authorization by giving written notice to the City and the Local Union Treasurer at any time during the fifteen (15) day period preceding the termination of this Contract, and, the authorization card shall state clearly on its face the right of an employee to revoke during that period.

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

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

2.6 Fair Share Fee. All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment.

2.7 All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective six (6) calendar months from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

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

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

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

The City will deduct voluntary contributions to the AFSCME International Union P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) committee from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 Except as otherwise expressly provided herein, the City retains all of its usual and customary functions in the management and direction of the equipment and work force in the Service Department, as set forth in Ohio Revised Code Section 4117.08(A), (B), and (C)(1) through (9) including, but not limited by way of limitation, the right to plan, direct and schedule its operations and to determine job duties; to introduce new or changed work methods, equipment, or facilities; the right to determine the work to be performed and by whom; the right to determine what services, if any, are to be performed by bargaining unit employees; the right, in its sole discretion, to subcontract any bargaining unit work; the right, in its sole discretion, to discontinue or reduce its Service Department operations; the right to institute new or changed

jobs; the right to set standards for quantity on all operations; the right to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees; and the right to establish and maintain rules, regulations, codes of conduct for the operation, supervision and discipline of the work force, and to take other actions to carry out the mission of the Service Department. It is agreed to by the parties that the listing of the above rights does not create a mandatory subject of bargaining in the event either party requests a change at the expiration of the Agreement.

3.2 When the City is considering subcontracting work, excluding refuse removal and collection, which will result in the layoff of existing employees, the City will give the Union an opportunity to meet and present alternatives for the City to consider prior to making its decision.

3.3 Welfare to Work Programs. "Welfare to Work" participants shall not displace full-time bargaining unit employees. In the event a recall list exists pursuant to this Agreement, "Welfare to Work" participants shall not be used.

ARTICLE 4 – HOURS AND OVERTIME

4.1 Workday and Workweek. Eight (8) hours will constitute the normal but not guaranteed workday; and the normal but not guaranteed workweek shall consist of forty (40) hours, Monday through Friday, exclusive of the daily thirty (30) minute unpaid lunch period.

4.2 Overtime. Work done in excess of forty (40) hours per week or in excess of the normal eight (8) hour day will be paid at the rate of one and one-half (1½) times the employee's regular straight-time hourly rate. Holidays (personal/free days and birthdays) and vacation days will be counted as hours of work for overtime purposes. In the event the employee has worked all the scheduled days in the short workweek, Saturday work will be paid at time and one-half the employee's straight-time hourly rate. There shall be no pyramiding of overtime.

4.3 Comp Time. The City of South Euclid shall have the right to offer compensatory time in lieu of pay for overtime when such overtime is offered to employees.

Employees of the Service Department may accrue up to forty-eight (48) hours of comp time. Hours in excess of forty-eight (48) hours will be paid down to forty-eight (48) hours quarterly.

The employee must request the usage of compensatory time one (1) day/twenty-four (24) hours in advance. Approval for the use of compensatory time will be based on the needs of the department and approved by the department head. Twenty-four (24) hour notice is required.

- (A) All bargaining unit employees shall have twelve (12) hours placed in their comp time bank in 2010. All employees shall have eight (8) hours placed in their comp time banks in January, 2011 and January, 2012. The comp time being placed in the employees comp time bank under this provision must be utilized by the employee by the end of each calendar year. No comp time under this provision may be carried over into a successor year, nor will such comp time under this provision, (A), be paid out. The comp

time may be utilized by the employee in accordance with Section 4.3, above. This provision, 4.3(A), shall automatically expire on December 31, 2012.

4.4 Special Call-Out Holidays. Work performed on the City's seven (7) designated holidays will be paid for at two (2) times the employee's regular straight-time hourly rate (double time) for the actual hours of work and straight-time for the difference between the hours worked and four (4) hours reporting pay in Section 4.8.

4.5 Equalization of Overtime. Overtime will be assigned to employees who are classified for the available work within the same division, in accordance with seniority, on a rotating basis. Overtime work refused by an employee will be counted as overtime worked for the purposes of equal distribution. Employees are expected to work a reasonable amount of overtime. When emergencies occur, employees may be required to work overtime.

4.6 Starting and Ending Shifts. Employees are expected to be dressed and ready for work at the start of the shift. All employees are expected to continue to work until the end of their shift.

4.7 Break Period. There are two (2) fifteen (15) minute rest periods scheduled by the City with one (1) in the morning and one (1) in the afternoon. The break will be taken at the job location unless otherwise authorized by the City. One person will be permitted to leave the work site to get refreshments for the crew.

4.8 Work Site Allowance. When employees are working at a site away from the Service garage, they will be allowed to leave the work site to return to the garage ten (10) minutes prior to lunch and ten (10) minutes prior to the end of their shift unless otherwise instructed by their supervisor. Mechanics working in the garage will be allowed a five (5) minute wash-up period prior to lunch and prior the end of their shift.

4.9 Reporting Pay. An employee who is scheduled to come to work and who reports to work at his scheduled time who has not been notified otherwise prior to reporting for work shall be assigned to at least two (2) hours of any available work at his regular rate of pay. If there are not two (2) hours of work for him, he shall be paid the difference between the hours worked by him, if any; and the two (2) hours. This section shall not apply if the City's failure to supply work is due to Acts of God, power failure or other causes beyond its control. If for any reason any employee refuses to perform the assigned work or is relieved from duty for disciplinary reasons, this section shall not apply.

4.10 Emergency Call-Out Pay. An employee who is called in to work at a time when he is not regularly scheduled to work shall receive time and one-half his hourly rate for his hours of work or four (4) hours of pay at the employee's straight-time hourly rate of pay, whichever is greater. The later four (4) hour provision does not apply when an employee is called to work less than four (4) hours prior to the start of his regular shift.

A. Salt Call Out. When called out, one (1) member of the crew will be designated by the City as a crew leader and will be paid a shift premium of

two dollars (\$2.00) per hour for his actual hours of work during the call out.

- B. Salt Call and Snow Plow Premium. In the event an employee is called out or assigned to drive a CDL truck for either snow plowing or salting, they will be paid at the Special Equipment Operator rate for their hours of work in performing those duties.

4.11 Night Shift.

- A. In the event the City establishes a night shift, a premium of One Dollar (\$1.00) per hour will be paid for the employee's hours of work on that shift.
- B. Jobs on the night shift will be posted. In the event the openings are not filled by the job posting, the least senior person in the job classification needed will assigned to the night shift.

4.12 Overtime shall be offered to permanent full-time employees before being made available to seasonal¹, temporary, or interim employees.

ARTICLE 5 – GRIEVANCE PROCEDURE AND ARBITRATION

5.1 It is mutually agreed that if any employee or the Union has a disagreement as to the interpretation or application of the terms of this Agreement, it shall be promptly settled in accordance with the procedure herein provided.

5.2 A grievance must be initiated within five (5) working days after it occurred. Any grievance not initiated within the time limits set forth shall be deemed irrevocably waived by the Union and the grievant. Grievances not timely referred to the next step of the grievance procedure will be considered settled satisfactorily on the basis of the City's last grievance answer. The time limits for appeals in the grievance procedure may be extended by mutual written agreement of the parties. In the event the City does not timely answer a grievance the Union may advance it to the next step of the grievance procedure. At each of the following steps, the employee has the right to have a Union representative present if he so desires.

5.3 Step One: The aggrieved employee shall present his complaint in writing to his supervisor within five (5) working days after the employee has knowledge of the event upon which his complaint is based. The supervisor will give his written answer five (5) working days after the complaint is presented. If the supervisor's written answer is not satisfactory, the written grievance may be appealed so the next step.

Step Two: If the grievance is not satisfactorily settled at Step One it may be appealed to

¹ A seasonal employee is one that works a certain regular season or period of the year performing some work not to exceed twenty (20) consecutive weeks. The City agrees not to abuse the designation of seasonal status.

the Service Director within five (5) working days after the receipt of the supervisor's answer. The Service Director will then meet with the employee, his Steward and the Local Union President within five (5) days to discuss the complaint and will give his written answer within five (5) working days of the meeting.

Step Three: If the grievance is not satisfactorily resolved at Step Two, it may be appealed to the Mayor within five (5) working days of the Service Director's written answer. The Mayor will then schedule a meeting, at a mutually convenient time, with the employee, his Steward, the Local Union President and a representative from AFSCME, Ohio Council 8 present at the meeting. The Mayor will give her or his written answer no later than ten (10) days after the completion of the meeting with the grievant and his representative. If the Mayor's answer is not satisfactory, the written grievance may be appealed to the next step.

The supervisor will give his written answer five (5) working days after the complaint is presented. If the supervisor's written answer is not satisfactory, the written grievance may be appealed to the next step.

5.4 Discipline. Grievances dealing with disciplinary action, including discharge, will be in writing and presented at Step Two of the Complaint Procedure within five (5) working days after the written notice of such action is received by the employee, otherwise such action will stand uncontested under the Grievance Procedure. Disciplinary action taken over eighteen (18) months prior to the current event upon which disciplinary action is to be taken will not be considered, unless the discipline is for a like infraction, then up to two (2) years prior to the current event may be considered.

5.5 Arbitration. If a grievance is not resolved in Step Three of the Grievance Procedure, then the Union may, within thirty (30) days after the decision of the Mayor, refer the grievance to arbitration by sending a written request to the Mayor. If the parties are unable to agree upon an arbitrator within ten (10) days after the appeal, the Union may send a written request to the American Arbitration Association, with a copy to the Mayor, asking it to submit a panel of arbitrators, which shall include at least seven (7) names. Arbitration is the sole and exclusive, final and binding remedy on the parties for any grievance as defined in this Agreement.

- A. The arbitrator shall be selected from the panel in accordance with the applicable rules of the American Arbitration Association. However, if within seven (7) working days either party objects to the entire panel, a second panel of seven (7) arbitrators maybe requested and the above procedure shall then apply.
- B. Such hearings as are required shall be conducted according to the rules of the American Arbitration Association and shall be set as early as possible. In the event that a discharge or suspension is found to be without just cause, the Arbitrator shall order reinstatement with or without back pay, as appropriate. The award of the Arbitrator shall be final and binding on both parties and upon the individual grievant. The fees and expenses of the Arbitrator shall be shared equally by the City and the Union. The expense

of witnesses or representatives for either side shall be paid by the party producing such witnesses or representatives. The decision of the arbitrator must be issued in writing within thirty (30) days from the date all the evidence is presented to him regarding the grievance.

- C. The Arbitrator shall have no power to make any award which would change, amend, add to, or subtract from any provision of this Agreement, or any supplementary agreements made hereto, and he shall have no authority to render a decision on any matter not submitted to him or any matter not covered by this Agreement other than a determination as to whether or not there was just cause for disciplinary action.

5.6 Back Pay. Awards or settlements of grievances shall in no event be made retroactive beyond the five (5) days prior to the date on which the grievance was filed. All claims for back wages shall be limited to the amount agreed upon by the City and the Union or ordered by the arbitrator, if taken to arbitration, but in any event less any compensation that the grievant may have received from any source during the period for which back pay is claimed (other than compensation he would have received even had he not been discharged, suspended or disciplined).

ARTICLE 6 – NO INTERRUPTION OF SERVICE DEPARTMENT OPERATIONS

6.1 During the life of this Agreement, neither the Union nor any of the persons covered by this Agreement will encourage, sanction, authorize, participate in or condone any strike, slow down, work stoppage, picketing or other concerted activities which interrupt City Service Department operations.

6.2 Any strike in violation of this Agreement or in violation of Ohio Revised Code Section 4117 will be just cause for the City's imposition of the penalties for such actions as provided in ORC Section 4117.23 up to and including removal from the City's employment.

6.3 Should a strike take place, as described in Paragraph 6.1, the Union, its officers, agents and representatives will immediately upon notice from the City, notify the persons covered by this Agreement in writing, with a copy to the City, that such action is unauthorized and actively instruct the employees to cease the violation and resume work.

ARTICLE 7 – SENIORITY

7.1 Seniority is the employee's uninterrupted length of continuous service with the City.

7.2 Probationary Period. New regular employees will acquire seniority only after serving a probationary period of six (6) calendar months. When such a newly hired employee successfully completes his probationary period, his seniority date will be retroactive to his date of hire. Benefits for regular full-time employees, including sick leave pay and hospitalization, start to accrue beginning with first the first of the month after completion of sixty (60) calendar days of employment.

7.3 Loss of Seniority. The seniority of an employee shall terminate and he shall automatically lose status as an employee if the employee:

- A. Quits;
- B. Is discharged for just cause;
- C. Fails to report for work for three (3) or more days without notifying a City official not later than the third day of absence and providing a justifiable reason for such absence;
- D. Fails to report for work within seven (7) days after notice has been mailed, by registered or certified mail, return receipt requested, to his last address shown on the records of the City;
- E. Overstays an authorized leave of absence or any extension thereof;
- F. Gives false reason for a leave of absence, or accept other employment when on leave of absence;
- G. Has been laid off and remains on layoff for a period or more than twelve (12) months;
- H. Has been absent from active work with the City for any reason for a period of more than eighteen (18) months.

7.4 Layoffs.

- A. In the event the City finds it necessary to reduce its regular full-time work force by layoffs, it will lay off all part-time and probationary employees first. Thereafter, the least senior employee in the bargaining unit, excluding the Mechanic, within the Department of Public Service shall be displaced. Whenever possible, the City will attempt to notify the affected employees two (2) weeks prior to a scheduled layoff. If the seniority date of two (2) or more employees is the same, the employees will be laid off in reverse alphabetical order, "Z to A."
- B. For the purposes of layoff only, employees holding the position of Mechanic are in a separate classification not subject to the layoff provision of 7.4(A), above. Mechanics are subject to layoff only within classification and based upon seniority. In the event a Mechanic is laid off, he may displace (bump) an employee in a lower-rated classification. The Mechanic who bumps into a lower rated classification will receive the rate for the lower job classification at the rate applicable to his length of time in his former Mechanic position. Further, if a Mechanic bumps into a lower rated classification, the least seniority employee in the bargaining unit would then be laid off.
- C. For the purpose of layoff only, employees holding the positions of Local Union President and one steward designated by the Union as the Chief Steward shall hold bargaining unit seniority and classification seniority, to another bargaining unit employee.

7.5 Recalls From Layoff. Employees recalled from layoff will be called back in the reverse order in which they were laid off.

7.6 Promotions. When a permanent job vacancy occurs the City will post the opening for three (3) working days on the bulletin board in the Service Department garage. Regular full-time employees who wish to be considered for the vacancy must submit their names to the Service Director by the end of the posting period. The job will be awarded on the basis of the bidder's seniority, experience, skill and ability to perform the work in question.

7.7 Temporary Transfers. A temporary transfer to another job classification will generally not exceed fifteen (15) workdays, except (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence, (2) to provide vacation relief scheduling or (3) to meet an emergency.

7.8 Rate of Pay When Temporarily Transferred. When an employee is temporarily transferred by the City to a higher paid job classification and works one (1) continuous hour or more in the higher classification during the workday, he will be paid the rate of the higher classification for his actual hours of work in the higher classification. In the event the employee works four (4) hours or more in the higher classification during the workday, he will receive the higher rate for all of his hours of actual work that day. When transferred to a higher paid job classification, the employee will be paid at the rate of progression applicable to his length of time in his present classification but not less than his current rate of pay. In the event an employee is transferred by the City to a lower-rated job, the employee will continue to his regular rate. This paragraph does not apply to transfers due to a promotion, layoff or recall from layoff.

ARTICLE 8 – LEAVES OF ABSENCE

8.1 Sick Leave. A leave of absence for personal illness or injury shall be granted to regular full-time employee who has completed his probationary period and who furnishes satisfactory evidence of illness or injury (medical proof may be required). In the event such employee returns to work prior to any break in his seniority, he shall be returned to his former job or similar job if he is fully capable of performing it (however, he may not displace a senior employee) The City may require medical proof of such fact from the employee's doctor and may require that he also be examined by a physician, designated by the City, at its expense, before returning to work.

8.2 Military Leave. Regular employees who perform military service for the United States shall be entitled to exercise all rights set forth in applicable laws in that regard as they may from time to time be amended.

8.3 Personal Leaves. Leaves of absence for personal reasons may be granted to regular full-time employees by the Mayor upon written application, when work requirements permit, for a period not to exceed two (2) weeks when supported by justifiable reasons. Such leaves, if granted, shall be in writing. Such leaves may be extended by application to the Mayor. Employees who have such leaves extended beyond the two (2) week period will not continue to

accrue vacation credit or holiday credits during such extension.

8.4 Miscellaneous Provisions. Employees who desire a leave of absence shall make a written request. Leaves of absence issued by the City will be in writing and shall be without pay. An employee returning from a leave of absence shall give reasonable notice of return to enable the City to make any necessary adjustments in the work schedules. Seniority shall continue to accrue during such leave. No leave of absence is to exceed six (6) months. However, the City may in its discretion extend a leave of absence up to another six (6) months. Employees who are not receiving paid sick time may continue their hospitalization coverage by paying their monthly hospitalization premiums directly to the City.

ARTICLE 9 – HOLIDAYS

9.1 The following days are designated by the City as Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Memorial Day
Fourth of July	Thanksgiving Day
Christmas Day	

In addition, each employee is entitled to five (5) personal days and his birthday which are undesignated holidays.

9.2 Eligibility. In order to qualify for holiday pay, a regular full-time employee who has completed his probationary period must meet the following requirements:

- A. He must be a regular full-time employee and have seniority as of the date of such holiday;
- B. He must be on the active payroll during the week in which the holiday falls (or the prior week if a Sunday holiday is involved);
- C. He must work the last full scheduled shift prior to such holiday and the first full scheduled shift immediately following such holiday unless the employee's absence was involuntary and for a reasonable cause;
- D. Employees who desire to take their birthday or personal holidays must meet the above conditions and give two (2) days' prior notification as to when they are taking the time off so that the time off can be approved.

9.3 Pay. Each eligible employee shall be paid for the above designated holidays at his regular straight-time rate for his regularly scheduled hours.

9.4 Designated Holiday Observance. Sunday holidays shall be observed on Mondays. If any of the above Holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

9.5 Vacation Exception. Employees who are on vacation during the week in which holiday is observed and who otherwise qualify for holiday pay and who work their full scheduled shift immediately following such vacation will be paid for that holiday.

ARTICLE 10 – VACATION

10.1 Regular employees shall be granted the following vacations with pay each year based upon their cumulative length of continuous service as follows:

<u>Length of Service</u>	<u>Length of Vacation</u>
After 1 year	2 weeks
After 7 years	3 weeks
After 14 years	4 weeks
After 19 years	5 weeks
After 25 years	6 weeks

10.2 For purposes of computing vacation to which an employee may be entitled, all employees shall have a common anniversary date of December 31. In order that no employees be penalized by reason of the common anniversary date, the following accrual periods shall be observed:

- A. During the first year of employment, vacation will be earned at the rate of 1/6 of a week's vacation for each full month worked from the employee's date of hire to the common anniversary date.
- B. During the seventh year of employment, vacation will be earned at the rate of 1/4 of a week's vacation for each full month worked from the employee's sixth anniversary date to the common anniversary date to the common anniversary date.
- C. During the fourteenth year of employment, vacation will be earned at the rate of 1/3 a week's vacation for each full month worked from the employee's thirteenth anniversary date to the common anniversary date.
- D. During the nineteenth year of employment, vacation will be earned at the rate of 5/12 of a week's vacation for each full month worked from the employee's eighteenth anniversary date to the common anniversary date.
- F. During the twenty-fifth year of employment, vacation will be earned at the rate of 1/2 of a week's vacation for each full month worked from the employee's twenty-fifth anniversary date to the common anniversary date.

For those employees hired prior to the fifteenth (15th) of the month, computation will be made as of the first day of the month hired.

For those employees hired from the sixteenth (16th) to the end of the month, computation will be made effective the next month.

10.3 The right to schedule the employee's vacation period is reserved by the City. Employees shall notify the Service Director by April 1, of each year of their choice of vacation dates. The City will post the vacation schedule by May 1 of each year. Wherever possible, the City will seek to accommodate employees as to vacation dates. Any conflict in choice shall be resolved on the basis of departmental seniority. Request for vacation period changes must be made at least two weeks prior to the beginning of the previously approved vacation period. The City may schedule an employee's vacation period for operational reasons provided it notifies the employee two (2) weeks in advance of the beginning of the employee's previously approved vacation. Employees shall be required to take their vacation time off from work and may not receive vacation pay in lieu thereof.

10.4 Vacations may not be voluntarily accumulated from year to year, nor may a vacation be voluntarily postponed from one vacation year to another. No employee may receive an advance vacation.

10.5 If a holiday, as provided for herein, falls within an employee's scheduled vacation, he will be given an additional day off with pay at the rate of eight (8) hours of straight-time added to the start or end of his regular vacation time in lieu of the holiday.

10.6 An eligible employee may elect to receive his vacation check on the pay date prior to the employee's vacation provided two (2) weeks' notice has been given of the employee's desire to receive a vacation check.

10.7 An employee who is discharged or who terminates his employment after qualifying for a vacation shall be paid one twelfth (1/12) the vacation pay due him based upon his completed length of service, for each full month of employment or major fraction thereof for which he has received no vacation pay, provided the employee has given the City two (2) weeks' advance notice of his termination of employment. In the event an employee terminates his employment or is discharged and later rehired, he shall be considered a newly hired employee. In the event of the death of any employee, his accrued vacation pay shall be paid to his surviving spouse or to his estate.

10.8 Any employee who sustains a work-related injury covered by Ohio Workers' Compensation will continue to accrue vacation during the period of disability provided the employee returns to his normal duties within one hundred and eight (180) days of the date of injury.

10.9 Any employee who is receiving compensation for authorized sick leave will continue to earn vacation credits during the period of such compensation from the City.

ARTICLE 11 – HOSPITALIZATION HEALTH AND WELFARE

11.1 Effective January 1, 2015 and for the duration of this Agreement, for regular full-time employees, the City will make available the hospitalization insurance plan (plan summaries are attached to this Agreement). The City may change insurance companies, carriers or agencies provided the level of benefits remain substantially the same. The City's obligation shall be

limited to payment of premiums set forth in this Article and any dispute between a claimant and any insurance company, carrier or agency shall not be subject to the Grievance Procedure.

11.2 Employees shall continue for the duration of this Agreement to be responsible for the cost of monthly premiums paid by the City for health insurance as follows:

OPTION #1: \$0 DEDUCTIBLE, 100% PLAN (TRADITIONAL PLAN)

UNITED HEALTH INSURANCE	Employee pays ten percent (10%) of the
Or similar Plan	family or single plan

OPTION #2: \$250/\$500 DEDUCTIBLE; 100% PLAN

UNITED HEALTH INSURANCE	Employee pays six percent (6%) of the
Or similar Plan	family or single plan

OPTION #3: METRO HEALT PLAN \$0 Deductible, 100% PLAN

11.3 In the event any employee desires to enroll in a different health plan than what is provided by the City, the City will pay to the approved carrier an amount up to that currently paid the City for its primary health plan. This does not apply to plans provided by another employer and the plan must be between the City employee and the carrier.

11.4 The City will continue to contribute for the life of this Agreement to the Ohio AFSCME Care Plan the amount of \$182.50.

11.5 Employees who are eligible for health insurance coverage, their dependents and spouses, may voluntarily elect, in writing, not to be covered under the City offered health insurance plan. In the event family coverage is discontinued, the employee may elect to be compensated \$400.00 for each month the insurance is discontinued and the employee is not covered by a City health insurance plan. If single coverage is discontinued, the employee may elect to be compensated \$100.00 per month for each month the insurance is discontinued and the employee is not covered by a City health insurance plan. Payroll payments under this section will be made semi-annually.

Employees who wish to re-enroll in family or single hospitalization insurance coverage with the City may do so during the various insurance plans normal enrollment period provided the employee, spouse and dependents meet the eligibility requirements for enrollment. As part of the election not to be covered under the City hospitalization insurance plans, the employee, spouse and dependents must acknowledge that if they should seek re-enrollment in the insurance plans offered by the City, they may not be covered by such carriers for any pre-existing conditions. In addition the City may require periodic proof of coverage elsewhere.

ARTICLE 12 -- SICK LEAVE PAY AND BEREAVEMENT PAY

12.1 The City will continue in effect for the term of this Agreement the present sick leave pay provisions as set forth in Chapter 137 of the Codified Ordinances of the City of South Euclid, as

amended to date by ordinance and by Executive Order of the Mayor, which are hereby incorporated into this Agreement. The City will maintain its current administrative practices, procedures and standards concerning eligibility and the authorized use of sick leave pay for the life of this Agreement.

12.2 Effective January 1, 2012, unused sick leave shall be cumulative up to 2000 hours. The sick leave buy-back ratio shall be one-half (1/2) up to a maximum of a 1000 hour payout. The employees may elect to buy-back hours in excess of 1248 annually at a ratio of one-third (1/3). Annual buy-back shall not exceed sixty (60) hours per year and shall be paid in the first pay in February.

12.3 Regular full-time Service Department employees who are absent from regularly scheduled work during the normal workweek due to a death in the immediate family will be permitted when authorized under the ordinance, to take up to three (3) workdays off with pay. Such authorized paid time off shall not be deducted from the employee's accumulated sick leave. Immediate family is defined as spouse, children, parents, brothers and sisters parents-in-law (including Loco Parentis), and son/daughter-in-law, grandparent or grandchild.

ARTICLE 13 – WAGES

13.2 Effective January 1, 2015, the hourly rates will be as follows:

	Start	D 6 Mos.	C 12 /Mos.	B 24 Mos.	A 36 Mos.
General Foreman	26.97	27.55	28.01	28.32	28.67
General Repair II	26.97	27.55	28.01	28.32	28.67
Mechanic	25.31	25.90	26.21	26.62	28.25
Asst Gen. Foreman	25.44	26.85	27.10	27.36	27.63
Sewer Foreman	25.57	26.05	26.39	26.54	27.35
General Repair I	24.80	27.50	25.71	25.97	26.19
Spec. Equip. Opr.	24.44	24.91	25.24	25.46	25.67
Sewer Leadman	24.44	24.91	25.24	25.46	25.67
Landscape Foreman	23.71	24.35	24.69	25.04	25.38
Mechanic Helper	23.84	24.24	24.69	24.91	25.14

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Truck Driver	23.84	24.24	24.69	24.91	25.14
Loader	22.64	23.82	24.42	24.66	24.86
Laborer	19.33	20.93	21.60	22.40	23.64
Laborer I	18.14	19.27	19.66	20.35	21.07
Asst. Gen. Foreman	24.33	25.70	25.97	26.22	26.49

13.2 Effective January 1, 2016, hourly rates will be as follows:

	D		C		B		A	
	Start	6 Mos.	12 /Mos.	24 Mos.	36 Mos.	36 Mos.	36 Mos.	
General Foreman	27.51	28.10	28.57	28.89	29.24			
General Repair II	27.50	28.10	28.57	28.89	29.24			
Mechanic	25.82	26.42	26.73	27.15	28.81			
Asst Gen. Foreman	25.95	27.39	27.64	27.91	28.18			
Sewer Foreman	26.08	26.57	26.92	27.07	27.90			
General Repair I	25.30	28.05	26.22	26.49	26.71			
Spec. Equip. Opr.	24.93	25.41	25.74	25.97	26.18			
Sewer Leadman	24.93	25.41	25.74	25.97	26.18			
Landscape Foreman	24.18	24.84	25.18	25.54	25.89			
Mechanic Helper	24.32	24.72	25.18	25.41	25.64			
Truck Driver	24.32	24.72	25.18	25.41	25.64			
Loader	23.09	24.30	24.91	25.15	25.36			
Laborer	19.72	21.37	21.60	22.40	23.64			
Laborer I	18.50	19.65	20.05	20.76	21.49			
Asst. Gen. Foreman	24.82	26.21	26.49	26.74	27.02			

13.3 Effective January 1, 2017, hourly rates will be as follows:

	D		C		B		A	
	Start	6 Mos.	12 /Mos.	24 Mos.	36 Mos.	36 Mos.	36 Mos.	
General Foreman	28.06	28.66	29.14	29.47	29.82			
General Repair II	28.05	28.66	29.14	29.47	29.82			
Mechanic	26.34	26.95	27.26	27.69	29.39			

Asst Gen. Foreman	26.47	27.94	28.19	28.47	28.74
Sewer Foreman	26.60	27.10	27.46	27.61	28.46
General Repair I	25.81	24.96	26.74	27.02	27.24
Spec. Equip. Opr.	25.43	25.92	26.25	26.49	26.70
Sewer Leadman	25.43	25.92	26.25	26.49	26.70
Landscape Foreman	24.66	25.34	25.68	26.05	26.41
Mechanic Helper	24.81	25.21	25.68	25.92	26.15
Truck Driver	24.81	25.21	25.68	25.92	26.15
Loader	23.55	24.79	25.41	25.65	25.87

Laborer	20.11	21.80	22.03	22.85	24.11
Laborer I	18.87	20.04	20.45	21.17	21.92
Asst. Gen. Foreman	25.32	26.73	27.02	27.27	27.56

13.4 During the term of this Agreement, full-time crew leaders designated by the City will receive an additional fifty cents (\$0.50) per hour over their regular hourly rate.

13.5 Effective January 1, 2015, employees will receive a payment in the amount of one hundred and fifty dollars (\$150) per year for the duration of this agreement as a remedial wage adjustment. The City will make these payments on the same day that paychecks for the second pay-period of January are distributed.

ARTICLE 14 -- LONGEVITY

14.1 Regular full-time hourly rated employees will receive additional compensation for length of continuous service as follows:

	<u>Year 2010</u>
1-5 years	No Entitlement
6-10 years	\$850
11-15 years	\$1,125
16-20 years	\$1,425
21+ years	\$1,675

14.2 For the purpose of applying this section, the anniversary date of employment shall apply, unless it is on the first of the month next following the actual date of employment for which entitlement for service is allowed.

14.3 The City will continue to convert the above longevity into an hourly amount and paid it as part of regular pay.

ARTICLE 15 -- JURY DUTY PAY

15.1 The City will pay a regular full-time employee who takes time off from work to serve as a juror, the difference between his jury duty pay and his regular straight-time hourly rate, provided he complies with the City's administrative procedure for payment.

ARTICLE 16 – UNIFORMS/BOOT ALLOWANCE

16.1 The City will continue to provide each regular full-time employee with three (3) uniform changes per week.

16.2 The City shall pay the sum of Three Hundred and Fifty Dollars (\$350.00) for the purchase of boots. The allowance shall be paid in two equal installments of \$175.00 payable in the first payroll of April and the first payroll of October.

16.3 The City will also provide each employee with five (5) T-shirts per year.

ARTICLE 17 – BULLETIN BOARDS

17.1 The City will continue to provide the Union with a bulletin board, which is located in the Service Garage. Its use is limited to the posting of official Union notices relating to Union meetings, dues; entertainments, health and safety, etc. Employees who want to post a notice on this board must first submit it to the Union so that a copy of the notice can be submitted to the City for approval.

ARTICLE 18 – EDUCATIONAL REIMBURSEMENT

18.1 The City will pay the costs for an employee to attend, complete or obtain certification from the school or training facility at the request of the City or by mutual agreement of the City and the employee. Said schooling or training must be directly related to the enhancement of the employee's work assignment and/or his job description. If the employee fails to attend or satisfactorily complete any training that the City has paid for on behalf of the employee, the employee must reimburse the cost of the training to the City within thirty (30) days of the training date.

ARTICLE 19 – COMMERCIAL DRIVER' S LICENSE

19.1 In the event that an employee loses his Commercial Driver's License (CDL) or is not successful in passing the exam, the City will place the employee into another available job that he is capable of performing. Such placement shall be for no longer than ninety (90) days and supersedes the posting procedure.

19.2 If no job is available, the employee shall be laid off with no bumping rights but with recall rights pursuant to Article 7.3(g). The employee must have a valid CDL before being recalled into a vacant position.

19.3 Employees laid off pursuant to this section must advise the City of their current address and telephone number. Such employees are also required to advise the Service Director of his CDL status every thirty (30) days of his layoff.

19.4 Employees required to take the driving portion of the CDL exam may be permitted to use a City vehicle for the exam.

19.5 In consideration of recent changes to Ohio Revised Code 4506.161 and the Federal Motor Carrier Rules regarding the requirements and maintenance of a Commercial Driver's License, the City agrees to pay each employee who holds a commercial driver's license \$250 a year. Payment shall be made in the first pay period of December.

The City agrees to maintain the practice regarding possession of a CDL (i.e. Basom & Galati).

19.6 Effective the first pay in December 2015, the CDL pay shall be \$725.00.

19.7 Effective the first pay in December 2016, the CDL pay shall be \$725.00

19.8 Effective the first pay in December 2017, the CDL pay shall be \$725.00

ARTICLE 20 – PUBLIC EMPLOYEES RETIREMENT SYSTEM

20.1 The City will continue for the life of this Agreement to participate and make the required contributions to the State of Ohio Public Employees Retirement System as required by Statute. The employee's share of the contribution will be deducted via payroll deduction.

ARTICLE 21 – NON-DISCRIMINATION

21.1 The City and the Union agree not to discriminate against any employee because of race, creed, color, national origin, sex, age, handicap, or membership or lack of membership in the Union. Wherever in this Agreement the word "his" is used, it shall also mean "her."

ARTICLE 22 – ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY

22.1 Policy Statement. It is recognized by the parties that alcohol and controlled substance abuse are threats to the public safety and to the employees of the City. Thus, the City will take the necessary steps, including alcohol and controlled substance testing, to eliminate abuse. The goal of this policy is that of education, prevention and rehabilitation, rather than discipline and termination. Employees who believe they have a dependency problem, even in its early stages, are encouraged to seek diagnosis and follow through with treatment that may be prescribed by qualified professionals, in order to eliminate the problem, as early as possible. Employees should consult their health insurance plan for available benefits.

22.2 Job Security. It will be the responsibility of all City supervisors to implement this policy and to assure that no person with an alcohol or a controlled substance dependence problem have his job security or promotional opportunities jeopardized by a request for diagnosis treatment. The decision to request a diagnosis and to accept treatment for such dependence Or abuse is the personal responsibility of each employee. An employee's refusal to accept referral for diagnosis

or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance and/or discipline. Persons participating in the alcohol or controlled substance dependency program will be expected to satisfy job performance standards and established work rules.

22.3 Confidentiality. It is imperative that all employees recognize and preserve the confidential nature of the medical records of employees with alcohol and controlled substance dependency problems. If any employee feels that he or she has a dependency or abuse problem that is reflected in their work performance, the employee is strongly urged to speak with their immediate supervisor, the Service Director or the Mayor.

22.4 Disclaimer. Nothing in this statement of policy is to be interpreted as constituting a waiver of the City's responsibility and right to maintain discipline or its right to take disciplinary actions in case of poor performance or misconduct that may result from alcohol or controlled substance abuse or dependency or for any violation of Departmental rules and regulations concerning alcohol and controlled substances.

22.5 General.

- A. The controlled substances covered by this policy include marijuana metabolites: cocaine metabolites, opiates, phencyclidines and amphetamines. The reference in this policy to "use of alcohol" means on duty use.
- B. Employees who are seeking or going through rehabilitation for substance abuse are not relieved from complying with Departmental rules and regulations concerning alcohol or controlled substances.

22.6 Basis for Testing. Employees may be tested for alcohol or controlled substances under any of the following conditions and test results will be used by the City for only administrative and disciplinary proceedings:

- A. Where there is reasonable suspicion to believe that the employee is under the influence of or their job performance is impaired by, either alcohol or combined substance. Such reasonable suspicion must be based on objective facts or specific circumstances found to exist that present a reasonable basis to believe that the employee is under the influence of or using or abusing alcohol or controlled substances. Examples of reasonable suspicion may include, but are not limited to, poor work performance, high level of sick time usage, unusual behavior or actions, involvement in on-the-job accident resulting in personal injury or property damage, or involvement in a traffic accident while operating a city vehicle, where circumstances raise a question concerning the existence of alcohol use or controlled substance use by the employee. The listing of these examples is not intended to exclude other situations that may give rise to reasonable suspicion of being under the influence of, or using or abusing, alcohol or

controlled substances.

- B. Employees who have been ordered for testing and have a confirmed positive test result for a controlled substance or persons who are determined to have an alcohol abuse problem will be given one (1) opportunity to go on a leave of absence for up to forty-five (45) days for treatment and rehabilitation, provided satisfactory medical documentation is periodically provided to the City that the employee is unable to return to work. During such leave, the employee may use his or her accumulated sick leave provided: the treatment or rehabilitation program qualifies for coverage under the City's hospitalization insurance policies.
- C. After participation in an alcohol or controlled substance abuse rehabilitation program, an employee shall be required to undergo three (3) urine tests, within the one (1) year period starting with the employee's completion of the program. Failure to receive a confirmed negative test result for controlled substances during this period may result in immediate termination of employment.
- D. After one year with no confirmed positive test result for controlled substances or no recurrence of alcohol-related problems, the prior actions during the one (1) year period will not be used as a basis for subsequent disciplinary action.
- E. The United States Department of Transportation Rules and Regulations requiring random drug and alcohol testing of Commercial Drivers license holders; 49 CFR, part 40, as amended, will be incorporated as part of this policy.

22.7 Order for Testing. If an employee is reasonably suspected of being under the influence of or using or abusing alcohol or controlled substances, while on duty, it shall be reported to the foreman or Service Director. The foreman or Service Director shall determine if alcohol or controlled substance testing is warranted. If it is determined that the testing is warranted, an order shall be issued requiring that the test be taken. The employee, when possible, will be given the opportunity to confer with his Union Steward. Failure to consent to and to promptly cooperate in such testing will constitute just cause for termination of employment. This report shall be confidential, but a copy will be given to the affected employee, if requested and shall be released to any person designated by the affected employee.

22.8 Testing Procedure. Specimen collection shall occur in a secure and private room and shall be witnessed by a person of the same sex as the donor-employee. Specimen samples shall be sealed, labeled against the identity of the employee ensure the results match the employee tested. Prior to submitting the same, the employee will be required to complete, a form indicating all drugs currently being taken and any toxic substances he may have come in contact with. The United States Department of Transportation (DOT) Rules and Regulations for drug and alcohol testing programs, 49 CFR part 40, as amended, with regard to cutoff levels,

collection procedures, laboratory certification requirements, chain of custody and testing procedures are incorporated as a pan of this policy.

ARTICLE 23 – MODIFICATION

23.1 This Agreement is in lieu of all other contracts or understandings heretofore existing between the parties and no provision combined in this Agreement shall be modified or altered unless approved by the City Council and signed by an officer of the Union and the Mayor of the City of South Euclid.

ARTICLE 24 – FINAL AGREEMENT

24.1 This Agreement shall finally dispose of all demands of the Union which have heretofore been made or which might be or have been the subject of collective bargaining, whether or not within the knowledge or contemplation of the parties and, therefore, any legal obligation to bargain with respect to any matter which is or maybe the subject of collective bargaining is hereby expressly waived by each of the parties hereto, except during the period following the giving of sixty (60) days’ notice prescribed in Paragraph 25.1 herein. It is the intention of the parties that their entire relationship shall be governed solely by this Agreement.

ARTICLE 25 – DURATION, MODIFICATION AND TERMINATION

25.1 This Agreement shall be and remain in full force and effect from January 1, 2015, until December 31, 2017, inclusive, and thereafter from year to year; provided that this Agreement will terminate, at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination at least sixty (60) days before such expiration date; and provided that if this Agreement is not so terminated and either party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement has been negotiated and signed or the Union gives written notice of not less than ten (10) days to the City and the State Employment Relations Board that it is terminating the Agreement and that it is terminating the Agreement and that it intends to strike. Said notice shall state the date and time the action will commence.

IN WITNESS WHEREOF, the parties hereto have hereunto set hands on this _____ day of _____, 2015.

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
UNION, LOCAL 2319, AND OHIO
COUNCIL 8

CITY OF SOUTH EUCLID

