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AGREEMENT

between

THE CITY OF AURORA, OHIO

and

TEAMSTERS LOCAL UNION NO. 436

(SERVICE UNIT)

EFFECTIVE

January 1, 2018 through December 31, 2020

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ARTICLE 1
PREAMBLE

- 1.1. This Agreement is hereby entered into between the City of Aurora, Ohio, hereinafter referred to as the "Employer," and the Teamsters Local Union No. 436, Cleveland, hereinafter referred to as the "Union."

ARTICLE 2
PURPOSE AND INTENT

- 2.01. This Agreement is made for the purposes of promoting harmonious relations between the City of Aurora and Aurora's full-time hourly Service Department employees including Tech I and Tech II.

ARTICLE 3
RECOGNITION

- 3.01. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining in any and all matters relating to wages, hours, benefits, terms and all conditions of employment in the following classifications as certified by the State Employment Relations Board in Case No. 2017-REP-06-0079:

INCLUDED:

All full-time hourly Service Department employees employed including Tech I and Tech II employees.

EXCLUDED:

All supervisors, managers, clerical, secretarial, confidential and professional employees as defined in Ohio Revised Code Chapter 4117.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.01. Unless the City agrees otherwise in this Collective Bargaining Agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:
1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structures;
 2. Direct, supervise, evaluate or hire employees;
 3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Exercise its discretion in effectively managing the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 5 **EMPLOYEE RIGHTS**

- 5.01. To organize, form, join, or assist unions; engage in lawful concerted activities; present grievances; be represented by a union and bargain collectively; and to refrain from doing so.

ARTICLE 6 **UNION RIGHTS**

- 6.01. To organize and form, engage in lawful activities; present grievances and bargain collectively.

ARTICLE 7 **UNION REPRESENTATION AND VISITATION**

- 7.01. The Employer agrees to recognize, under the terms of this Agreement, one Steward and one Alternate for all Bargaining unit employees.
- 7.02. The authority of the Steward or the Steward's Alternate shall be limited to, and shall not exceed the following duties and activities: the investigation and presentation of grievances in accordance with this Agreement.
- 7.03. The Union shall notify the Employer in writing of the names of the Steward and the Alternate Steward. No Steward or Alternate shall be recognized by the Employer until the Employer has been properly notified in writing.
- 7.04. With at least twenty-four hours advance notice (absent emergency) to the Service Director or designee, the representative of the Union shall be permitted to enter the City's premises during work hours, and shall be allowed reasonable contact with bargaining unit employees during normal working hours, provided said contact does not interfere with the operational needs of the City. Upon arrival, the Union representative shall notify the Department Director or designee of his presence. The Union representative shall also notify the Department Director or designee as he actually departs.

- 7.05. A Union Steward or Alternate and/or Union's Business Agent, and/or the Union's designated legal counsel shall be an employee's exclusive representative(s) under the provisions of this Agreement, for all disciplinary, grievance and/or arbitration matters. No other representative(s) of the Employee shall be recognized by the parties or allowed to participate in or attend any of the proceedings or provisions of this Agreement.

ARTICLE 8

DUES DEDUCTION

- 8.01. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as determined by this Agreement to be appropriately within the bargaining unit upon successful completion of the new hire probationary period.
- 8.02. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee on a form provided by the Union and acceptable to the Employer. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.
- 8.03. It is specifically agreed and acknowledged by the Union that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 8.04. The Employer shall be relieved from making such employee "check-off" deductions upon (a) termination of employment, (b) transfer or promotion to a job classification other than one included in the bargaining unit, (c) layoff from work, (d) during an unpaid leave of absence, (e) revocation of the "check-off" authorization, or (f) termination or expiration of this Agreement.
- 8.05. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period. The Employer is not required to make any partial dues deductions.
- 8.06. It is understood that neither the employees nor the Union shall have a claim against the Employer for any error in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is determined that an error was made, it will be corrected during the

next pay period in which Union dues would normally be deducted. Payroll deduction of dues shall be authorized for the exclusive, recognized bargaining agent only.

- 8.07. In the event that any arbitrator, court or other decision maker and/or decision-making body determines that the Employer has violated the terms of this Article by any act of omission and/or commission, any determination of remedy shall not include the payment of any money by the Employer, unless, and only if, it is demonstrated by the Union by clear and convincing evidence that (1) the Employer has failed to forward to the Union a payment of dues required, under the terms of this Article, to be forwarded by the Employer to the Union, and (2) the sum(s) of money representing this/these dues were not paid directly to the employee(s).
- 8.08. The names of all Union member employees and the rates at which dues, assessments and fees are to be deducted shall be certified to the Employer by the Treasurer of the Union, thirty (30) days subsequent to the effective date of this Agreement. Two (2) months' advance notice by certified mail must be given to the Employer prior to making any changes in the rate of dues deductions, assessments and/or fees. The Employer agrees to forward to the Union payment in the aggregate amount of the deductions withheld and collected.
- 8.09. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, unless an employee certifies in writing to the Employer and the Union that the dues "check-off" authorization has been revoked. Each Union member employee who has authorized the deduction of dues shall be afforded the opportunity by giving written notice to the City and the Union at least sixty (60) days, but not more than seventy-five (75) days before the termination of this Agreement, in which to authorize the revocation of such dues deduction. The Dues "Check-Off" authorization card shall state clearly on its face the right of a union member employee to revoke authorization.
- 8.10. All dues deductions, at the Employer's option and upon ten (10) days' written notice by certified mail to the Union, may be canceled upon the termination date of this Agreement. All dues deductions for any month in which Union members individually or collectively engage in a work slowdown, may be canceled at the Employer's option upon twenty-four (24) hours' notice to the Union.

ARTICLE 9

WORK RULES AND POLICIES

- 9.01. The Union recognizes that the Employer or its designee, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, and to amend such rules, policies and procedures as necessary, consistent with statutory authority and this Agreement to ensure the efficient operation of the City, to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

- 9.02. It is agreed that where the Employer has determined that written work rules are necessary, and to the extent any work rules, policies or directives have been reduced to writing, the Employer will post a copy of said rules for all Bargaining unit employees with a copy sent to the Union representative at least five (5) working days in advance of the effective date.
- 9.03. The Employer may, in an emergency situation, implement a work rule, policy or procedure to rectify a situation. However, immediately following the implementation of any such work rule, policy or procedure, the Employer will meet with representatives of the Union upon request and pursuant to the provisions contained in Section 2 of this Article.
- 9.04. All work rules, policies and directives shall be interpreted and applied uniformly to all bargaining unit employees to the extent that they may be similarly affected.
- 9.05. Any employee violating these rules, policies or procedures shall be subject to disciplinary action.

ARTICLE 10

LABOR/MANAGEMENT COMMITTEE

- 10.01. In the interest of sound labor/management relations, the Service Director and/or designee(s) shall meet with representatives of the bargaining unit to discuss matters as outlined below. The Committee shall consist of no more than three (3) representatives for management and three (3) representatives for labor although additional representatives may attend by mutual agreement.
- 10.02. Whenever a meeting is desired, a representative from labor or management shall contact the appropriate representative from the other side to schedule the meeting. All meetings shall occur on a date and time convenient to both parties. Non-emergency meetings shall occur once per calendar quarter or as otherwise mutually agreed.
- 10.03. An agenda listing the matters to be taken up in the meeting will be composed by the party requesting the meeting, and shall be furnished and/or exchanged at least five calendar days (excluding weekends and holidays) in advance of a scheduled, non-emergency meeting. Agendas for emergency meetings shall be furnished and/or exchanged as far in advance of the meetings as is practicable.
- 10.04. Matters which may be considered at a labor/management meeting include the following:
- Discussion of the administration of this Agreement;
 - Notification to the Union of changes made by the employer which affect Bargaining unit members;
 - Dissemination of information of general interest to the parties;
 - Discussion of ways to increase productivity and improve efficiency;

Provision of opportunities for the Union to share the views of their members on topics of interest to both parties; and

Consideration and discussion of health and safety matters relating to employees including the review of all accidents, whether vehicular or otherwise. Recommendations may be made to the Mayor and any and all appropriate Department Heads on ways to avoid similar accidents in the future. The committee will not be concerned with discipline as it relates to any particular incident.

- 10.05. If special or emergency labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.
- 10.06. Labor/management meetings are not intended to be negotiation sessions to alter or amend this Agreement.

ARTICLE 11

NO STRIKE

- 11.01. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strikes, picketing, or interference of any kind at any operations of the Employer.
- 11.02. Any employee who violates 11.01 shall, at the discretion of the Employer, be subject to discharge (selective or otherwise) or other disciplinary action by the Employer.
- 11.03. The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 11.01. In the event any violation of Section 11.01 occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference at any operations of the Employer is prohibited and is not in any way sanctioned, or approved, by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.
- 11.04. The Employer shall not lock out any employee for the duration of this Agreement.
- 11.05. Upon or after expiration or termination of this Agreement or any extension, employees have the right to strike under Chapter 4117 of the Revised Code, provided that the employee organization has given ten (10) days' prior notice of such intent to strike to the Employer and the State Employment Relations Board.

ARTICLE 12

BULLETIN BOARDS

- 12.01. The Employer agrees to provide space on a bulletin board in a proper location of the department for use by the Union.

12.02. All Union notices which are to be posted on the bulletin board shall be submitted by the Steward to the appropriate Department Head for posting. Union notices relating to the following matters may be posted without receiving prior approval of the Employer.

- A. Union recreational and social meetings;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections.

12.03. All other notices of any kind not covered in A through E above must receive prior approval of the Employer. The Employer has the right to remove any notice not receiving prior approval as required by this section. It is also understood that no material will be posted on the Union bulletin board at any time which the Employer considers to be inappropriate, including, but not limited to, the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Employer or some other facet of the City of Aurora;
- C. Attacks on any employee organization, regardless of whether the organization has local memberships;
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

The Employer shall be entitled to remove any such inappropriate posting.

12.04. No Union related material of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

12.05. Any employee found to be violating the provisions of this Article may be subject to disciplinary action.

ARTICLE 13

CONTRACTING OUT/ SUBCONTRACTING/ PRIVATIZATION

13.01. The Employer reserves the right to contract, subcontract out, and/or privatize any work which the Employer needs to have performed, in the Employer's sole discretion.

13.02. The Employer agrees to notify the Union in the event this Article is utilized.

- 13.03. The City shall have the right to privatize, contract out or subcontract out services, provided that thirty (30) calendar days prior to any privatization or subcontracting, the City shall meet and confer with the Union, and the City will disclose the nature and costs of the proposed contract. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have ten (10) working days to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to or greater than those the City can achieve through privatization or subcontracting, the City will accept the Union's alternative.
- 13.04. In the event the Union cannot successfully compete with the subcontractor, prior to any layoff, the City would submit the names of the affected employees to the subcontractor for his/her consideration. If the employee is not employed, he shall be subject to layoff

ARTICLE 14

GENDER AND PLURAL

- 14.01. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, the words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 15

SENIORITY, PROBATIONARY PERIOD, LAYOFFS

A. Seniority

- 15.01. For the purposes of this Agreement, seniority shall be a Bargaining unit member's uninterrupted length of continuous service with the Employer. A Bargaining unit member shall have no seniority for the probationary period as provided in this Agreement, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Among those with identical length of continuous service, seniority shall be determined by the Employer's designation.
- 15.02. Within thirty (30) days of the effective date of this Agreement, the Employer shall post a seniority list according to department. Bargaining unit members shall have seven (7) calendar days from the date of posting to protest any alleged errors in the list. If no such protest is made during the seven (7) day period, the list, as posted, shall be conclusive and no grievance may be filed thereafter concerning a Bargaining unit member's position on the list.
- 15.03. As used in this Agreement, a "break in service" shall occur when a Bargaining unit member
- A. Is discharged for just cause;

- B. Retires or resigns;
- C. Is laid off for more than eighteen (18) months;
- D. Fails to accept an offer to return to work following a layoff;
- E. He/She fails to report for work for more than two (2) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority; or
- F. He/She becomes unable to work to perform his/her job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him/her.

15.04. A break in service shall not occur when a Bargaining unit member remains in an active payroll status or when the Bargaining unit member is on one of the following types of absences:

- A. An approved leave of absence;
- B. A layoff of less than eighteen (18) months' duration;
- C. A resignation or termination when the Bargaining unit member is reemployed or reinstated within a thirty (30) day period;
- D. A pending grievance on a discharge;
- E. A suspension for discipline purposes.

15.05. Any Bargaining unit member who is discharged loses all seniority and all accumulated sick leave and all benefits that may have been accrued at the time of his/her separation.

B. Probationary Period

15.06. In order to assure a fair and impartial evaluation of all new and/or newly promoted employees, the probationary period for newly hired employees is one (1) year excluding any time spent on unpaid leave of absence, and the probationary period for promoted Bargaining unit members is thirty (30) days, excluding time spent on leaves of absence.

15.07. The Employer shall be free to terminate newly hired employees during the probationary period at his sole discretion without recourse by the Union or the employees to the Grievance Procedure in this Agreement, to any form of concerted action, to the Civil Service Commission or the State Personnel Board of Review.

15.08. If, during the promotional probationary period of thirty (30) days, the Employer determines the Bargaining unit member is unable to adequately perform the duties of his/her new position, the Bargaining unit member shall be returned to his/her former, same or similar position. Such return shall be preceded by the Employer's providing

written comments to the Bargaining unit member indicating the Employer's dissatisfactions. In the event that the Bargaining unit member disputes the Employer's determination to remove him/her from the promotional position, the Bargaining unit member shall be entitled to pursue a Grievance concerning the Employer's promotional probationary removal of him/her to the Mayor only.

Other than this right to pursue a Grievance to the Mayor only, the promotional probationary removal shall be without recourse by the Union or the Bargaining unit member to the Grievance Procedure in this Agreement, to any form of concerted action, to the Civil Service Commission, or to the State Personnel Board of Review.

C. Layoff and Recall

- 15.09. If, in the sole determination of the Employer, the Employer suffers a lack of work or funds necessitating a reduction of the workforce, the Employer shall have the right to institute a layoff.
- 15.10. Layoffs and recall shall be conducted in accordance with the terms and conditions of this Article. The provisions in this Article shall supersede all other provisions of the Ohio Revised Code governing layoffs and recalls. Bargaining unit members affected by any layoff shall have no right to pursue any appeal to the Civil Service Commission or the State Personnel Board of Review.
- 15.11. The Employer shall lay off that number of individuals as the Employer, in his sole discretion, determines is required, in the reverse order of seniority, within the affected departments. The Employer shall eliminate all seasonal, temporary, and part-time employees, in that order, before year-round employees.
- 15.12. Any Bargaining unit member receiving notice of layoff shall have five (5) working days following receipt of said notice in which to use his seniority to exercise his/her right to displace another Bargaining unit member within the bargaining unit. A Bargaining unit member who is laid off or who is displaced as a result of a layoff, shall have the right to displace the Bargaining unit member with the least seniority within the bargaining unit.

Any Bargaining unit member who displaces into a lower rated position will be compensated at the lower rate of pay and benefits.

Any Bargaining unit member who is displaced from his/her position shall have five (5) working days in which to exercise his/her displacement rights in a similar manner. To bump another Bargaining unit member who has less unit-wide seniority than the "displacing" Bargaining unit member, the "displacing" Bargaining unit member must demonstrate, to the satisfaction of the Mayor or the Mayor's designee that he/she has the skill, ability and qualifications to perform the work of the Bargaining unit member he/she is seeking to displace. Employee shall have a reasonable period of time, not to exceed thirty (30) days to demonstrate whether he/she has the requisite skill, ability and qualifications. Any Bargaining unit member who does not have sufficient seniority and/or the skill, ability and qualifications to displace another Bargaining unit member, shall be laid-off and placed on a recall list.

Any Bargaining unit members laid off or displaced from his/her classification by the procedures of this Article, may elect to take the layoff rather than exercise his/her displacement rights.

Such election shall be made at the time the layoff occurs and shall be considered final within five (5) working days of receipt of the layoff notice unless the Bargaining unit member so notifies the Employer in writing of his/her decision to exercise his displacement rights as provided in this Article.

- 15.13. Laid off Bargaining unit members shall remain on a recall list for eighteen (18) months from their last day of work. Recall from layoff shall be made from the list in reverse order of layoff providing that the recalled Bargaining unit member is able to perform the available work without greater than normal supervision and training. The Employer shall notify the Bargaining unit member by certified mail sent to the last place of residence shown for the Bargaining unit member on the Employer's records. If the Bargaining unit member has not accepted the offer of recall within ten (10) calendar days of the date of mailing, the offer shall lapse and the Bargaining unit member shall be removed from the seniority list.

ARTICLE 16
HOURS OF WORK/ OVERTIME PAY/ COMMITTEE WORK
(NON-CLERICAL)

- 16.01. The normal work period for all employees shall be forty (40) hours for a calendar week. Unless otherwise agreed by the Employer, the Bargaining unit member and the Union, the Bargaining unit member's regular schedule shall be worked on consecutive days. In the event that the Employer significantly alters the work schedule of any employees who are members of the bargaining unit as of the date of the signing of this Agreement, the Employer and the members of the Union shall meet at least thirty (30) days in advance of such alteration and discuss this change prior to any implementation.
- 16.02. All employees shall be granted a fifteen (15)-minute personal clean-up period prior to the end of each work shift, as arranged by supervisory personnel. The Employer shall make the required facilities available and adequately maintained.
- 16.03. Employees will be entitled to a one-half (1/2) hour unpaid lunch break and two (2), fifteen (15) minute breaks during the day.
- 16.04. Forty (40) hours shall be the standard work week for all full-time employees whose salary or wage is paid by the City of Aurora. When any employee is required by an authorized administrative authority to work more than forty (40) hours in any calendar week, he shall be compensated for such time worked at one and one-half (1½) times his regular rate of pay. Any payment for overtime shall be paid no later than at the conclusion of the next succeeding pay period. To be entitled to receive overtime pay, the employee must obtain the approval of his/her appropriate supervisor in advance of performing overtime work, as the Employer is the sole judge of the necessity for overtime.

In lieu of overtime, compensatory time shall be taken at the rate of one and one-half (1½) times the overtime hours worked. Each bargaining unit employee may accumulate a compensatory time bank of thirty-two (32) hours. Compensatory time off may be used in increments of no less than two (2) hours, and must be approved by the Department Head, or designee, at least twenty-four (24) hours in advance. It is understood that the employee will choose if overtime is to be taken as compensatory time.

- 16.05. Bargaining unit members are paid time and one-half (1/2) for all hours worked in excess of forty (40) hours in one week. Overtime pay is based on actual hours worked, and does not include hours taken for other reasons, with the exception of excused sick leave, compensatory time, vacation and holidays. Holidays and vacation shall be considered actual hours worked for the purpose of computing overtime. Sick leave use, verified by a physician's statement, shall be considered actual hours worked for the purpose of computing overtime during snow, ice, utilities system or other emergencies only, and as determined in the sole discretion of the respective Department Director. This shall apply to any Bargaining unit member, including Water and/or Inspectors' personnel, who is not on the Employer's sick leave alert list, and has not been so for twenty-four (24) consecutive months prior to the instance of sick leave use.
- 16.06. To the extent possible, the Employer shall attempt to rotate all overtime opportunities generally available to the employees as a whole.
- 16.07. In the event that any arbitrator, court or other decision maker and/or decision-making body determines that the Employer has violated the terms of this Article by any act of omission and/or commission, any determination of remedy shall not include the payment of any money by the Employer, so long as it is demonstrated by the Employer by a preponderance of the evidence that the Employer did compensate a Bargaining unit member, although perhaps not the correct Bargaining unit member, for the overtime work in question. In the event that it is determined that the Employer did not accord the correct Bargaining unit member with the overtime opportunity, any remedy ordered and/or recommended shall be limited to awarding a future overtime opportunity.

ARTICLE 17

VACANCIES AND JOB POSTING

- 17.01. When the Employer, in its sole discretion, determines that a permanent vacancy exists in the bargaining unit or creates a new position within the bargaining unit, the Employer shall post, for five (5) working days, a notice of such opening, stating the job classification and rate of pay.
- 17.02. Bargaining unit members who wish to be considered for the posted job must file written application with the Employer by the end of the posting period. The Employer need not consider any application submitted after the posting period. Clerical entry-level positions shall be subject to the posting and bidding procedures of this Article, but non-Clerical entry-level positions shall not.

- 17.03. Only when the Employer determines that two (2) or more applicants are exactly equal in qualifications, including, but not limited to, experience, job-related education, past performance, disciplinary record, attendance, etc., shall seniority govern and the most senior qualified applicant will be awarded the vacancy.
- 17.04. In the event that no applications are received or none of the applicants meet the qualifications or requirements for the posted position, the Employer or its designated appointee may fill the vacancy by hiring a new employee.
- 17.05. Any Bargaining unit member promoted under the provisions of this Article shall serve a promotional probationary period not to exceed thirty (30) calendar days to prove he can perform the new job in a safe and efficient manner in accordance with the applicable sections of this Article. If the City determines that the selected employee is not qualified for this job, that employee shall be returned to the job he held prior to the accepted bid, without loss of seniority or pay.

ARTICLE 18

MILITARY LEAVE

- 18.01. A Leave of Absence shall be granted to Bargaining unit members upon their application when it is shown that their request for such leave is by reason of their involuntary call to active duty or induction into the Armed Forces of the United States, the Reserve Forces of the United States, or the Ohio National Guard, either by selective conscription in consequence of an Act of Congress or call of the President of the United States. Such leave shall extend for the period of such call of duty. During such leave, the classification of such Bargaining unit member shall be maintained and the Bargaining unit member shall be entitled to immediate re-employment or re-appointment, upon the expiration of his service in the Armed Forces upon his/her application for such re-employment provided, however, that such application must be made within ninety (90) days after such expiration date. No pay or other benefits shall be granted during any military leave of absence except that, if the President of the United States declares that an emergency exists which requires the call upon reservists to active duty, then the City shall pay to the employee the difference between the employee's average monthly income earned over the previous twelve (12) months of his/her military service. The employee shall have the responsibility to forward to the City Payroll Office evidence of his/her monthly military income earned. In addition, all benefits granted to the employee and his/her immediate family shall continue for the duration of the employee's military service.
- 18.02. Whenever the time or length of service affects such an employee's status, rank, rating or qualifications in any respect, the time during which such employee shall have served in the Armed Forces contemplated by this Section, shall be credited to the employee's length of service as though he were employed during such time by the City.

ARTICLE 19

SICK LEAVE

- 19.01. General Statement - Sick leave is a privilege given by the City to the employee. It may be used subject to the provisions of Paragraph 4 below. Abuse of this privilege shall not be tolerated and proper disciplinary action shall be taken. Fringe benefits and insurance will be paid during the period of the sick leave.
- a. Unexcused sick leave is defined as any use of sick leave that is not accompanied by a health care provider's certificate, regardless of the number of hours or days.
 - b. Excused sick leave is defined as any use of sick leave that is accompanied by a health care provider's certificate.
- 19.02. Rate of Accrual - A permanent full-time employee working a normal forty (40) hour average work week shall accrue sick leave at the rate of 1.25 work days or ten (10) hours for each full calendar month of service.
- 19.03. Maximum Accrual - There shall be no limit as to the accumulation of sick leave days.
- 19.04. Qualifications for Use of Sick Leave - An employee eligible for sick leave with pay may be granted such leave with the approval of the Department Head, or designee for following reasons:
- a. Personal illness or physical incapacity resulting from causes beyond the employee's control;
 - b. The illness or disability of a member of the employee's immediate (spouse, children, parents or parents-in-law) family that requires the care or attention of the employee;
 - c. Quarantine of the employee.
 - d. Medical, dental or optical consultation of the employee or the employee's dependents, if such appointment cannot reasonably be scheduled outside of normal work hours.
- 19.05. Notice Required - An employee not reporting for work because of any of the reasons stated above shall notify, or cause to be notified, his/her Department Head prior to the time he/she is to report for work. Thereafter, any employee required to submit to his/her Department Head a doctor's report/release slip shall do so within two (2) days of his/her return to work.
- 19.06. Abuse of Sick Leave - An employee who abuses the privilege of sick leave may be disciplined pursuant to the absence abuse provisions contained in this Collective Bargaining Agreement.
- a. Unexcused sick leave occurring repetitively before or after weekends and/or holidays.

- b. Unexcused sick leave occurring repetitively when difficult jobs or assignments are scheduled.
- c. Unexcused sick leave occurring repetitively during certain times of the month or year.
- d. Unexcused sick leave amounting to more than sixty (60) hours in a calendar year.

19.07. Doctor's Certificate Required - Use of Sick Leave benefits shall be granted only after presentation of a written statement in the following situations:

- a. Any use of Sick Leave pursuant to subsection (4A) above, will require a written statement by a physician certifying that the employee's condition prevented him from performing the duties of his/her position for any use of Sick Leave in excess of three (3) working days for forty (40) hour average work week employees.
- b. Falsification of either a written, signed statement by the employee or a physician's certificate shall be grounds for disciplinary action, including dismissal.

19.08. Sick Leave hours may be used in segments of not less than one hour. Excused sick leave may be used in fifteen (15) minute segments provided a health care provider's certificate is provided to the Employer the same or next work day.

19.09. Sick Leave Credit Carry-Over - The previously accumulated sick leave of an employee who has been separated from public service, shall be placed to his/her credit union upon his/her re-employment, provided that such re-employment takes place within ten (10) years of the date on which the employee last terminated from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of sick leave accumulated and permitted herein.

19.10. Sick Leave Credit Upon Retirement - When retiring from public service with the City of Aurora, all employees may receive pay for unused sick leave if properly earned according to the computations below and if the employee retires directly from active service with the City of Aurora.

Upon direct retirement from the City of Aurora employment, each employee working a normal forty (40) hour average work week shall receive, at the per diem rate in effect at the time of retirement, the lesser of the equivalent of six hundred forty (640) hours of pay or the following formula:

Accumulated sick leave days multiplied by 0.25 multiplied by 0.10 times years in the service of the City of Aurora. If service to the City of Aurora equals or exceeds fifteen (15) years, then 0.12 will be used in place of the 0.10 in the calculation.

Proof of retirement must be established to entitle the Bargaining unit member to any severance/retirement pay benefit. It is the responsibility of the retiree to furnish said proof to the City Director of Finance or the Director's designee. The minimum proof accepted is an actual physical presentation of the first and second retirement checks from the applicable retirement system. This will be a lump sum payment.

A retiree may find it necessary to return to a state of non-retirement, partial retirement or part-time work. In this event, the person involved may not claim for use or use any part of the unused sick leave in effect at the time of retirement.

- 19.11. Sick Leave Use Incentive - Employees who utilize forty (40) hours or less of unexcused sick leave during the calendar year shall be entitled to a sum of One Hundred Fifty Dollars (\$150.00) to be paid by the end of January the following year. For the 2018 calendar, year the incentive will be on a prorated basis upon ratification by the parties.

ARTICLE 20

JURY DUTY PAY

- 20.01. In the event a Bargaining unit member is required to serve on a jury, he/she will be paid his/her regular pay only for those hours served and certified by the Court. The Bargaining unit member will be required to return to work, present proper certification and complete his/her regularly scheduled working day in the event of early dismissal. Any jury duty pay received by such Bargaining unit member so serving, shall be rendered to the City as reimbursement therefore. No Bargaining unit member shall receive more than eight (8) hours of pay for any day of jury duty service. Any Bargaining unit member rendering more than eight (8) hours of jury duty service in any day shall retain the jury duty compensation representing his/her service in excess of eight (8) hours as his/her sole compensation for that time.

ARTICLE 21

COURT TIME

- 21.01. If a Bargaining unit member is required in the function of his/her job with the City to appear in Court for any reason other than jury duty, he/she shall be paid his regular rate of pay for all the time spent in Court and travel to and from Court. However, any witness or mileage fees received by the employee from the Court for so serving shall be turned over to the City.
- 21.02. Regular rate of pay with respect to Court appearances on an employee's day off, or call in on earned leave time off, shall be understood to mean pay for Overtime if it otherwise meets the requirements of Article 16.
- 21.03. The maximum mileage reimbursement approved by the Internal Revenue Service shall be approved for those employees who use their own vehicles to travel to and from Court when City transportation is not available.

ARTICLE 22

BEREAVEMENT LEAVE

22.01. Any Bargaining unit member may be granted bereavement leave with the approval of the Employer for the following reasons:

- A. The death of the employee's spouse, child, father, mother, step-father, step-mother, step-child, brother, sister, grandmother, grandfather, aunt or uncle, grandchild, brother-in-law, sister-in-law, step siblings but not to exceed three (3) days for employees who work normal forty (40) hour average work week.
- B. The death of the employee's spouse's mother, father, step-mother, step-father, brother, sister, child, grandmother or grandfather, aunt or uncle, grandchild but not to exceed three (3) days for employees who work a normal forty (40) hour average work week.
- C. All employees requesting bereavement leave must submit a death notice or other acceptable documentation regarding the death with their request for payment to the employer.

22.02. All such absences shall not be deducted from the employee's accumulated sick leave.

ARTICLE 23 **LEAVE OF ABSENCE**

- 23.01. The authorization of a personal leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. The granting of unpaid personal leave shall be considered only after all available leave balances (vacation, holiday, and personal days) have been exhausted. The duration of a personal leave of absence shall not exceed six (6) months.
- 23.02. In order to be considered for a personal leave of absence, a Bargaining unit member must request the leave in writing, in advance, on forms approved by the Employer.
- 23.03. The Bargaining unit member will receive no pay or other benefits during the period of the leave of absence. The employee may continue hospitalization coverage at his or her expense.
- 23.04. Employees absent from work without authorization or advanced approval shall be considered on an unauthorized leave. Any unauthorized leave may, at the Employer's discretion, subject the employee to disciplinary action, including discharge.
- 23.05. If the leave is requested because the Bargaining unit member has used up all sick leave to his/her credit, he/she may be granted a leave without pay for medical causes, within the sole discretion of the Employer, upon certification of reasons by a medical doctor. The Bargaining unit member on such leave may return to work only upon re-certification and approval of his/her return by a medical doctor.

ARTICLE 24 **FMLA/PARENTING LEAVE**

- 24.01. Regular full-time employees shall be granted family medical leave and parenting leave in accordance with the Family Medical Leave Act and all its amendments.

ARTICLE 25

INJURY LEAVE

- 25.01. Any Bargaining unit member who is injured or becomes ill in the performance of his/her duties, shall receive sick leave pay for such absence to the limit of that employee's accumulated sick leave. The Bargaining unit member shall, upon receipt of a state compensation claim and benefits for lost time due to such injuries (Temporary Total Disability), surrender payments to the City of the lost time compensation (Temporary Total Disability) paid to the Bargaining unit member by the Industrial Commission, to the City. Upon receipt of that payment, the City shall re-credit the Bargaining unit member for the amount of sick time which is represented by the lost time payment (Temporary Total Disability) in the check tendered by the Bargaining unit member. So long as the entire Temporary Total Disability Payment issued by the Bureau of Workers' Compensation is tendered to the Employer, sick time shall be re-credited on a "day for day" basis. If a reduced amount of the Temporary Total Disability issued by the Bureau of Workers' Compensation is tendered to the Employer, the amount of sick time to be re-credited will be reduced on a "pro-rata" basis.
- 25.02. Nothing in the section shall be construed to suggest that the Bargaining unit member, in order to obtain the re-crediting of the sick leave which he/she used while absent from work due to injury or illness in the performance of his/her duties, shall be required to surrender any permanent partial disability award which he/she may receive as a result of his/her state compensation claim.
- 25.03. A probationary employee who is injured or becomes ill in the performance of his/her duties, may receive advances of sick leave to a maximum of fifteen (15) days, and of vacation to a maximum of ten (10) days in anticipation of the receipt of Workers' Compensation benefits. Surrender of payments and re-crediting of such sick leave and/or vacation shall be in accordance with Section 25.01 above.
- 25.04. Injury on Shift. Whenever an employee is required to stop working because of a service connected injury or disability, the employee shall be paid for the remaining hours of that workday and such time shall not be charged to leave of any kind.

ARTICLE 26

VACATIONS

- 26.01. All Bargaining unit members are granted a vacation with pay based on the number of years employed by the time of the Bargaining unit member's anniversary, upon the following schedule:

<u>Length of Service</u>	<u>Hours</u>
0-1 year	0 hours
1 -3 years	80 hours

4 years	88 hours
5 years	96 hours
6 years	104 hours
7 years	112 hours
8 years	120 hours
9 years	128 hours
10 years	136 hours
11 years	144 hours
12 years	152 hours
13-19 years	160 hours
20 years and thereafter	200 hours

Each Bargaining unit member will accrue the number of days based on the anniversary date during the current year as shown in the above schedule.

For any probationary member who reaches his/her first year anniversary with the City, he/she will receive allotted vacation on that day and will have until December of the following year to use. Additionally, payroll will calculate accrued hours in January following employee's first anniversary that will also need to be used by December 31st of same year.

- 26.02. Bargaining unit members on a normal forty (40) hour average work week who are paid on a salary basis shall have vacation pay calculated by dividing the annual salary by 2080 and then multiplying by the number of hours to be taken.
- 26.03. Bargaining unit members who are paid on an hourly basis shall have vacation pay calculated by multiplying the current hourly rate by the number of hours to which the person is entitled.
- 26.04. Vacation leave shall not be cumulative and no period during which a Bargaining unit member was suspended or was on leave of absence shall be computed in determining either a Bargaining unit member's right to a vacation or the duration of such vacation.
- 26.05. In no event shall more than two (2) consecutive weeks of vacation be taken at one time by Bargaining unit members on a normal forty (40) hour average work week. At least thirty (30) days' notification shall be given in advance of the first anticipated day of vacation to the Department Head or Mayor so that the services of the Department shall not be unduly impaired. Upon receipt of a Bargaining unit member's request to take vacation, the Employer shall promptly notify the Bargaining unit member of the approval or disapproval of the vacation request. The Department Head shall also maintain a master schedule of vacation requests approved which shall be made available for the Bargaining unit members' review.
- 26.06. Bargaining unit members seeking to take no more than one (1) week of vacation shall give at least two (2) days advance notice to the Department Head or Mayor. Such request shall not be denied unless the services of that Bargaining unit member's Department would be unduly impaired. In the event a Bargaining unit member makes an emergency

request to take vacation without prior notice, the Bargaining unit member must verify the emergency to the satisfaction of their Department Head, and their emergency vacation request shall not unduly impair the services of their Department.

- 26.07. Bargaining unit members are encouraged to take all of their earned vacation during the year and shall forfeit their right to take, or to be paid for, any vacation leave to their credit which is not taken, without the written approval of the Mayor. Such request of the Mayor must be in writing. Such excess leave shall be eliminated from the Bargaining unit member's leave balance. Bargaining unit members will not be paid for vacation time not taken.
- 26.08. Any Bargaining unit member whose employment with the City is severed by reason of discharge or who leaves of his/her own accord, shall be paid for vacation accrual remaining.
- 26.09. In the event of any employee's death, the Director of Finance is authorized to pay unused vacation hours to the Estate or Beneficiary of the employee as specified by IRS regulations.
- 26.10. For the purpose of determining the amount of available vacation days, an employee who has been separated from public service shall, upon such employee's re-employment, be credited with previous public service time earned, provided that such re-employment takes place within ten (10) years of the date on which the employee last separated from service.

ARTICLE 27

HOLIDAYS

- 27.01. The following holidays are designated as paid holidays for all Bargaining unit members:

New Year's Day
Good Friday
Memorial Day
July 4
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
and Two (2) Personal Days

- 27.02. Employees who work a normal average forty (40) hour work week whose salary or wage is paid by the City of Aurora, shall be paid for the holidays declared in this Section and shall not be required to work on such holiday unless, in the opinion of the employee's responsible administrative superior, that failure to work on such holiday would impair the public service.
- 27.03. In order for the Bargaining unit member to be eligible for the holiday premium pay, he/she must have worked the day before and the day after such holiday, unless he/she has failed to work because of a scheduled day off, sickness or injury verified by a medical doctor's certificate, or because of a death in the employee's immediate family or scheduled vacation.

- 27.04. If any day designated above as a legal holiday falls on a Saturday or Sunday, the Mayor and Department Head shall determine when the holiday shall be given. Said determination will take into consideration when such other holidays as Thanksgiving, Christmas and New Year's Day fall, so that a longer weekend prior may be had.
- 27.05. Personal Days shall be used during the calendar year or lost. There shall be no carryover of personal days.
- 27.06. Personal Day accrual for probationary employees – Newly hired, probationary employees will be eligible for personal days, during their first year of employment, based upon hire date and may be used in 2 hour increments. Personal days will be given on hire date as follows:

Hire date during 1st quarter – receives 2 personal days (16 hours)

Hire date during 2nd quarter – receives 1.50 personal days (12 hours)

Hire date during 3rd quarter – receives 1 personal day (8 hours)

Hire date during 4th quarter – receives .50 personal days (4 hours)

ARTICLE 28

PAYCHECK PROCEDURE

- 28.01. Paychecks will be issued on designated Fridays, by direct bank deposit. In the event the Employee chooses to pick up his/her paycheck rather than have them direct bank deposited, the check shall be available on that Friday at the end of the business day.

ARTICLE 29

WAGES / COMPENSATION

- 29.01. Wage Rates:

Effective January 1, 2018 - \$21.45*

Effective January 1, 2019 - \$21.99*

Effective January 1, 2020 - \$22.54*

* Effective January 1, 2018, with the exceptions that follow, all bargaining unit employees will be designated Technician and receive the above rates. The parties agree that the Tech I position is eliminated except that the two (2) current Tech I employees shall be "red circled" and will receive an annual 2.5% increase in their current pay effective January 1, 2018. An entry level wage rate for a newly hired employee shall be ninety-five percent (95%) of the lowest wage rate in that position for the first year (or thirty (30) days) for a new position probationary period. Upon successfully completing the respective probation, the wage rate shall be the then existing lowest rate.

29.02. **PAGER COMPENSATION:** In the event the Employer determines to implement a "Pager Carrying Program," it shall include the following features:

1. Bargaining unit members shall carry the Pager for up to three (3) consecutive days, as assigned by the Employer.
2. In the event that the Pager goes off, the Bargaining unit member shall promptly respond to the page in a timely fashion.
3. In the event that the page involves a situation which requires attention, the Bargaining unit member shall report in, and shall be responsible for arranging for the number of other workers (according to the overtime rotation schedule then in effect) to also report in, who shall be reasonably necessary to handle the situation in question. In the event that the Page Carrier has any question about whether additional workers must be called in, he shall contact the Department Head or the Assistant Department Head to discuss that issue.
4. A Bargaining unit member will receive one (1) additional hour of Call-In Pay as compensation for carrying the pager. Such pay shall be in addition to the Call-In Pay otherwise provided under the terms of this Agreement, and shall be considered the same as if received pursuant to that/those provisions. Additionally, if called in, the Bargaining unit member carrying the Pager shall receive any other compensation to which he/she/they are entitled under the other terms and conditions contained in this Agreement. Any other Bargaining unit member who is not carrying the Pager, but who is called in to help handle the situation in question, shall receive no compensation pursuant to this provision, but rather, shall receive such compensation to which he/she is entitled under the other terms and conditions contained in this Agreement.

29.03. **On-Call Pay**

Bargaining unit members shall be on a rotating on-call list throughout the year in order to staff snow removal and other emergencies. As consideration for the on-call status, employees shall receive on-call pay in the amount of six hundred dollars (\$600.00) per year paid on a prorated basis throughout the year with each pay.

29.04. **Crew Leader Pay**

Employees assigned by the Service Director or designee to perform crew leader duties in connection with snow removal and/or when otherwise the Service Director or designee deems necessary, shall receive additional pay in the amount of one dollar (\$1.00) per hour for hours assigned and worked in that capacity. (This provision shall not apply to the two "red-circled" Tech I employees.)

ARTICLE 30
LONGEVITY

- 30.01. Each member of the bargaining unit with more than five (5) years of full-time service shall be eligible for longevity benefits. Payment shall be Three Hundred Sixty Dollars (\$360.00) beginning in the sixth (6th) year of employment and an additional One Hundred Twenty Dollars (\$120.00) for each year thereafter. Such payment shall not exceed Two Thousand Forty Dollars (\$2,040.00) each year. Said payment shall be paid in a lump sum on or before the second pay period of January.

ARTICLE 31 **HOSPITALIZATION**

- 31.01. Effective January 1, 2018, the Employer shall provide at least one (1) PPO Plan and one (1) High Deductible Health Plan ("HDHP") and establish a Health Savings Account ("HSA") for each employee enrolled in the HDHP. The Employer agrees to contribute and deposit in the employee's HSA fifty percent (50%) of the applicable deductible for the HDHP prior to January 31 of each plan year. The HDHP shall maintain 100% coverage after the applicable deductible. The PPO and HDHP plans shall maintain benefits substantially similar to those detailed in Appendix "A" for 2018 and Appendix "B" for 2019.
- 31.02. If an Aurora Employee's spouse works and is eligible for insurance coverage through his/her employer's medical, dental or other insurance plan, or is eligible for insurance under a retirement system plan, then primary coverage must be carried with the primary Employer or retirement system of each spouse in order for an Employee to be eligible for such insurance coverage under the City of Aurora's Plan.
- 31.03. Eligible dependents, other than an Employee's spouse, may be covered by the insurance coverage of the spouse or the insurance coverage of the Employee. The decision regarding which insurance coverage shall be used for eligible dependents is at the Employee's discretion but any such decision shall be applicable for the entire calendar year(s).
- 31.04. In the calendar year, eligible dependents for which the Aurora Employee has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under Aurora's Plan.
- 31.05. The Employee must notify the Plan Administrator immediately in writing of the commencement of such group health coverage for the spouse and other dependents for eligibility determination(s) under this provision.
- 31.06. Employees shall contribute up to six percent (6%) (non-tobacco contribution) of the total cost of his/her non-HDHP medical insurance coverage and benefits as calculated and published by the Employer's broker and other actuarial method. The employee contributions shall be deducted in appropriate amounts per pay period. Employees shall not contribute towards the monthly premium of the HDHP plan. Employees' maximum monthly contribution toward any non-HDHP plan (non-tobacco contribution) shall not exceed the amounts indicated on the attached Appendix "A" and "B" attached hereto and incorporated herein.

- 31.07. Newly hired Employees will be eligible for medical insurance and benefits thirty (30) days after their date of hire.
- 31.08. The parties agree to reopen negotiations on this Article only for the 2020 plan year.

ARTICLE 32
CALL OUT

- 32.01. When a Bargaining unit member is called in for duty, he/she shall be compensated at his/her overtime rate of pay for all hours worked, but shall not receive less than two (2) hours pay.

ARTICLE 33
UNIFORMS

- 33.01. To the extent that the City provides uniforms for Bargaining unit members during the terms of this contract, the City reserves the right to establish reasonable policies governing the wearing and use of these uniforms and to enforce said policies.
- 33.02. Each member of the Bargaining Unit shall receive an annual shoe allowance of Three Hundred Seventy-Five (\$375.00) which payment shall be in place of, and not in addition to, the annual shoe allowance provided under the City's Employees Generally Ordinance.

ARTICLE 34
TRAVEL AND CONFERENCE EXPENSES

- 34.01. Employees who are required to make trips on City business in their own automobiles, shall be reimbursed at the maximum IRS-allowed mileage rate, to be paid from the Treasury upon approval of the Director of Finance.
- 34.02. Any employee may attend, at the expense of the Municipal Corporation, any conference or convention relating to municipal affairs, if authorized by the Mayor and the Department Head, and if the Fiscal Officer of the Municipal Corporation certifies that funds are appropriated and available for such purpose. Such personnel shall be reimbursed for meals, lodging, and any related expenses such as parking, tolls, taxi and tips. Itemized receipts for all such items including meals and lodging, must be kept and submitted before such reimbursement can take place. Meals are not to exceed the IRS-allowed rate per diem. Lodging expenses will be reimbursed at up to the published rate for the convention or workshop. In the event that no lodging rate is published, lodging is not to exceed the IRS-allowed rate per diem. A request for such allowance shall be made in writing to the Department Head, showing the necessity for such attendance and an estimate of the costs thereof to the Municipal Corporation. When and if a specialized course of study is required by the City to hold an employee's position, the City will reimburse any and all expenses for the cost of the study to the employee.

- 34.03. Employees will be paid at the straight-time rate for travel time to conferences only and this time shall not be used in computing overtime. Whenever possible, travel time to conferences shall be scheduled during normal working hours.

ARTICLE 35 **DISCIPLINE**

- 35.01. The Employer shall only discipline employees for just cause. Notification of discipline must be issued within fifteen (15) days after the employer became aware of the violation unless the employer can show that fifteen (15) days were insufficient to complete an investigation.
- 35.02. In the event an alleged infraction may result in a suspension of three (3) days or less, the affected employee shall be given forty-eight (48) hours to respond to the alleged allegations, in writing, before any disciplinary action or penalty is imposed.
- 35.03. In the event that an alleged infraction may result in a termination or a suspension of more than three (3) days, the affected employee shall be given an in-person hearing before the Department Head in order to allow that employee an opportunity to respond to any such allegation prior to any action being taken. Such hearing shall take place within seven (7) calendar days, or the suspension may be imposed.
- 35.04. Nothing in this article prohibits the parties from agreeing to an in-person hearing for any alleged infraction that could result in a suspension of three (3) days or less.
- 35.05. At the request of any Employee who currently enjoys a disciplinary "clean period," that is, a period of time of at least twenty-four (24) consecutive months during which the Employee has received no discipline whatsoever, the Employer will remove/disregard any records of discipline occurring prior to the "clean period."

ARTICLE 36 **DRUG AND ALCOHOL ABUSE / TESTING**

- 36.01. The members of the bargaining unit shall be subject to the terms of any drug and alcohol abuse and/or testing policy adopted by Aurora's City Council into its Employee's General legislation, which is made generally applicable to the City's employees.

ARTICLE 37 **GRIEVANCE AND ARBITRATION PROCEDURE**

- 37.01. A grievance is a dispute or difference between the Employer and the Union, or between the Employer and a Bargaining unit member, concerning only the interpretation and/or application of any provision of this Agreement. Grievance forms shall be provided by the Union.
- 37.02. The following procedures shall apply to the administration of all grievances filed under this procedure.

- (a) Except at Step 1, all grievances shall include:
 - (1) the name and classification of the aggrieved party;
 - (2) the identity of the provisions of this Agreement involved in the grievance;
 - (3) the times and place where the alleged events or conditions constituting the grievance took place;
 - (4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and
 - (5) a general statement of the nature of the grievance and the solution sought by the aggrieved Party.
- (b) Except at Step 1, all decisions shall be rendered by writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, and the Union.
- (c) If a grievance affects a group of employees working in different locations, with different supervisors, or associated with an employer-wide controversy, it may be submitted at Step 3.
- (d) The Steward shall process grievances with proper regard for the Employer's operational needs and work requirements and shall cooperate in good faith with the City in keeping to a minimum of time lost from work due to grievance handling. The preparation of grievances shall be conducted during non-working hours.
- (e) Nothing contained herein shall be construed as limiting the right of any Bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement, and the Union is timely notified and permitted to attend the meeting. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, said adjustment shall not create a precedent or ruling binding upon the Employer or Union in future proceedings.
- (f) The Steward shall give all written grievances or complaints of local union members, signed by the Bargaining unit member and the Steward, on forms provided by the local union, to the supervisor involved.
- (g) The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed-within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

- (h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this contract.

37.03. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1:

A Bargaining unit member or the Union who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) calendar days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the Bargaining unit member and his representative, if the representative's presence is requested by the Bargaining unit member, within ten (10) calendar days of the date of the notice by the Bargaining unit member. The supervisor and the Bargaining unit member, along with the Bargaining unit member's representative, if his presence is requested by the Bargaining unit member, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and/or the Union and presented as a grievance to the aggrieved party's Department Head within five (5) calendar days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, if the supervisor fails to give the aggrieved party an answer. The Department Head shall give his answer to the aggrieved party and the Union within ten (10) calendar days of the receipt of the written grievance.

Step 3:

If the aggrieved party or the Union is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor's Office within five (5) calendar days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Mayor or her designee shall convene a meeting within ten (10) calendar days of the receipt of the appeal. The meeting will be held with the aggrieved party, the Department Head, the Union, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or her designee shall issue a final written decision to the employee, with a copy to the Union within ten (10) calendar days from the date of the meeting.

It is clearly understood that at any stage in this grievance procedure, the Executive Board of the Union has the final authority in its representative capacity for the aggrieved employee(s) to decline to process a grievance.

Step 4:

1. If the grievance is not settled in Step 3 within ten (10) calendar days from the date that the party receives its decision at Step 3, unless the parties mutually agree in writing to extend this time period, the grievance shall be submitted to arbitration by

either party upon notice to the other party, and the following procedures shall be observed.

2. An impartial arbitrator shall be selected from a list of seven (7) qualified arbitrators supplied by the Federal Mediation and Conciliation Service upon the request of either party.
3. Within ten (10) calendar days of receipt of the list, the parties shall make a mutual selection of an arbitrator. In the event the parties cannot agree, the parties shall alternately strike names until one is left.
4. The arbitrator will convene a hearing and render a written decision within thirty (30) calendar days of the hearing. The hearing shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.
5. The arbitrator shall have no power to add to, subtract from, change, modify or amend any of the provisions of this Agreement, and he shall decide the issues presented on the basis of the preponderance of the reliable and substantial evidence in the record of proceedings and the express terms of this Agreement.
6. The arbitrator's decision shall be final and binding upon the parties.
7. The arbitrator's expenses and compensation and the cost of the hearing room, if any, shall be borne equally by both parties and paid within thirty (30) calendar days of the invoice. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
8. The time periods referred to above may only be extended by mutual agreement of the parties in writing.
9. The Employer, Union or Bargaining unit member/grievant, have the right to be represented during any step of these procedures.
10. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly base rate for all regular working hours during which his attendance is recruited by either party.

ARTICLE 38 **LEGISLATIVE APPROVAL**

- 38.01. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 39 **PRINTING AND SUPPLYING**

- 39.01. **PRINTING AND SUPPLYING:** This Agreement and any future agreements shall be prepared and duplicated by the Employer, and an additional five (5) copies shall be supplied to the Union, within thirty (30) days after final settlement. The Union shall be solely responsible for insuring that each Bargaining unit member has a copy of this Agreement.

ARTICLE 40
WAIVER IN CASE OF EMERGENCY

- 40.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Aurora, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:
- (a) Time limits for Management and Union's replies on grievances; and
 - (b) All work rules and/or provisions of agreements or practices directly relating to the assignment of all employees.
- 40.02. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 41
SUBJECT MATTER OF NEGOTIATIONS

- 41.01. The Union and the Employer acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from an area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Both parties further agree that the written provisions of this Agreement represent the complete and entire agreement between the parties. During the life of this Agreement, neither party is obligated to negotiate any item or matters, unless by mutual agreement. Any items previously agreed to and not included in the written provisions contained herein shall be null and void and have no further force and effect upon either party.
- 41.02. Further, this Agreement as expressed herein, in writing, constitutes the entire agreement between the parties, and no oral statement or past practice or other custom shall add to or supersede any of its provisions. Any changes in this Agreement must be mutually agreed upon by the parties and must be in writing.
- 41.03. The terms of this Agreement shall supersede all city ordinances and resolutions in conflict with this Agreement.

ARTICLE 42
SAVINGS CLAUSE

- 42.01. This Agreement shall be subject to and subordinated to any present and future federal and state laws. Further, it is the intent of the Employer and the Union that this Agreement comply in every respect with the applicable legal statutes and charter requirements. If it is determined that any provision of this Agreement is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

ARTICLE 43
DURATION

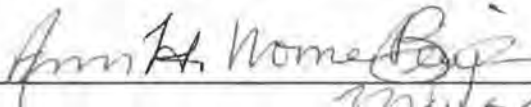
- 43.01. This Agreement represents a complete and final understanding on all bargainable issues between the City and the Union. It shall be effective upon ratification and remain in full force and effect until December 31, 2020 and thereafter from year to year unless at least ninety (90) days prior to said expiration date either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until a new agreement is reached. This Agreement shall supersede all previous agreements and memorandums.

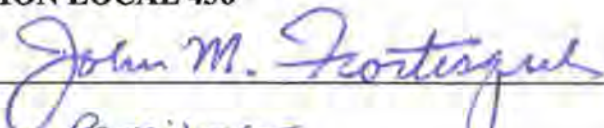
ARTICLE 44
EXECUTION (SIGNATURE)

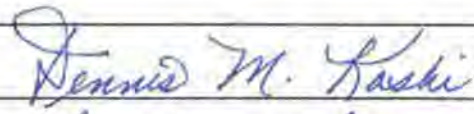
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 29 day of October, 2020.

FOR THE CITY OF AURORA, OHIO

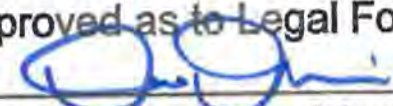
**FOR THE TEAMSTERS
UNION LOCAL 436**


Mayor


PRESIDENT

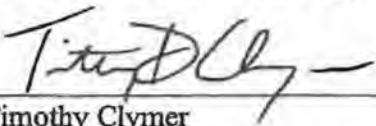

Secretary Treasurer

Approved as to Legal Form


Dean DePiero, Law Director
City of Aurora

FISCAL OFFICER'S CERTIFICATION

I, TIMOTHY CLYMER, Finance Director for the City of Aurora, Ohio, hereby certify that the funds necessary to administer this Agreement are either in the City's Treasury or are in the normal process of collection.



Timothy Clymer
Aurora City Finance Director