



"Exhibit A"

08/18/2020

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CONTRACT

BETWEEN

THE CITY OF SEVEN HILLS, OHIO

AND

**OHIO COUNCIL 8 AND LOCAL 3557
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

(SERVICE)

EFFECTIVE: Upon Execution

EXPIRES: December 31, 2022

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ARTICLE 1 PURPOSE

This Contract is made between the City of Seven Hills, hereinafter referred to as the "City," and Ohio Council 8 and Local 3557 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union." The male pronoun or adjective used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of the Contract is to provide a fair and responsible method of enabling employees covered by the establishment of terms and conditions of their employment, including rates of pay, wages, hours and working conditions and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2 RECOGNITION

Section 1. The Union is recognized as the sole and exclusive representative for all employees of the City of Seven Hills with respect to wages, hours and other terms and conditions of employment for all full-time and part-time service and maintenance employees employed by the City of Seven Hills, including: working foreman*, equipment operators, A & B, truck drivers, laborers, and mechanics. Excluded are clerical employees, casual and seasonal employees, professional employees, management-level employees, guards and supervisors as defined in the Act, and all other employees of the Employer.

*Upon the current working foreman position becoming vacant for any reason, the parties agree that the position of working foreman will be eliminated from the bargaining unit. Further, the parties agree to cooperate in taking any and all necessary steps through the State Employment Relations Board or other means to formally remove the working foreman position(s) from the bargaining unit.

ARTICLE 3 NON-DISCRIMINATION

Section 1. The City and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, sexual orientation, handicap or disability.

Section 2. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

Section 3. The City recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted union activities. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union. The Union recognizes the right of all employees and all applicants for employment to be free to join or not to join the Union.

ARTICLE 4 NO STRIKE

Section 1. For the duration of this Agreement, the Union shall not directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown or other interference with the normal operations of the City.

Section 2. The Union shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no strike" clause, the Union and its officers and/or stewards shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved by the Union. The Union and its officers and/or stewards shall advise the employees to return to work immediately.

Section 3. The City shall not lock out any employees for the duration of this Agreement.

ARTICLE 5 CHECK-OFF

Section 1. The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed check-off card for the employees. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the check-off monies shall be remitted.

Section 2. The payroll deduction shall be made by the Employer monthly, the first pay period of each month. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the union within fifteen (15) days of their deduction. Each remittance shall be accompanied by the following alphabetical lists: 1) For employees for which deductions were made, the name, address and social security number of the employee, and the amount deducted; 2) The name of each employee whose name has been dropped from the prior check-off list and the reason(s) for the omission(s).

Section 5. Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke union dues authorization, which may be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than

twenty five (25) days before the end of the any yearly period. Copies of employees' dues checkoff authorization card are available from the Union upon request.

Section 6. All deductions under Agreement, together with an alphabetical list of names and addresses of all employees whose dues have been deducted, as well as a list of employees who have not signed an authorization card, shall be transmitted in duplicate to the Union no later than the tenth (10) day following the end of 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. The Employer shall furnish the name, address, social security number, and phone number, of all newly hired employees to the Union within thirty (30) days of their employment.

Section 7. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article unless specifically accepted above.

ARTICLE 6 MANAGEMENT RIGHTS

Section 1. Any and all rights concerned with the management of Seven Hills Service Department are the exclusive and sole responsibility of the City. It is further recognized that the City has the right to:

- (a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations;
- (d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (e) Suspend, discipline, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- (f) Determine the adequacy of the work force;
- (g) Determine the overall mission of the City as a unit of government;
- (h) Effectively manage the work force;
- (i) Take actions to carry out the mission of the City as a governmental unit.

Section 2. The foregoing are subject only to the restrictions and regulations giving the exercise of these rights as are expressly provided herein as permitted by law.

Section 3. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subjected to the grievance procedure.

ARTICLE 7 BULLETIN BOARDS

The City shall provide the Union with one (1) Bulletin Board in the Service Garage for legitimate union purposes. There shall be no defamatory, derogatory or scurrilous matter against the City or any of its officials, officers or agents posted on such board.

ARTICLE 8 UNION REPRESENTATION

Section 1. The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of a union representative. The Union recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the union representative must obtain approval from the supervisor in charge of the shift. Such approval shall not be unreasonably denied. The City will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the City requests a representative to be present.

Section 2. Employees selected by the Union to act as Union representatives for the purposes of processing grievances under the Grievance Procedure shall be known as Stewards. The City will recognize a total of one steward and one alternate from the bargaining unit. The steward shall represent employees on all shifts. The alternate steward shall be recognized when the regular steward is absent or otherwise not available.

Section 3. The Local Union Grievance Committee shall consist of the President, Secretary, Steward, and/or Vice President, but not more than four (4) persons.

Section 4. Upon execution of this Agreement, the Union will provide the names of all officers for Local Union 3557. Therefore, the Union shall provide written notice to the Mayor within thirty (30) days of any and all changes in the persons who occupy the positions or offices described above.

Section 5. Members of the AFSCME Bargaining Committee shall be permitted reasonable time off to participate in collective bargaining meetings with the City should the parties agree to hold bargaining meetings during working hours. The City, however, shall not be obligated to pay any Bargaining Committee member beyond their regularly scheduled work day, nor shall the City incur any overtime obligations as a result of negotiations.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the City or the Union which tend to impair or weaken the Grievance Procedure are improper.

The City and the Union agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of all grievances arising under this Agreement.

Section 2. A grievance is defined as a breach of the express, written provisions of this Agreement. When any such grievance arises, the following procedure will be observed.

Step 1. An employee who believes he may have a grievance shall notify the Service Director of the possible grievance within five (5) calendar days of the occurrence of the facts giving rise to the grievance. The Service Director will schedule an informal meeting with the employee and his steward if the steward's presence is requested by the employee, within five (5) calendar days of the date of notice by the employee. The Service Director and the employee, along with the employee's steward if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. If an adjustment is made, a steward will have the opportunity to be present.

Step 2. An employee whose grievance is not satisfactorily settled at Step 1 must submit it in writing to the Service Director within five (5) calendar days after the Step 1 answer is rendered by the Service Director. The grievance shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and steward. The Service Director shall give his answer within seven (7) calendar days after receipt of the grievance. The Service Director's answer shall be given to the grievant and the Union steward.

Step 3. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor or his designee within five (5) calendar days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall meet with the grievant, two members of the Local Union Grievance Committee (only one member of the Grievance Committee will receive pay), and the Ohio Council 8 representatives of the Union within ten (10) calendar days after the receipt of the appeal. The Mayor or his designee shall issue a written decision to the employee and to the Union within ten (10) calendar days from the date of the meeting. A grievance concerning an oral or written reprimand will be considered final and non-arbitrable after the decision

at Stage Three (3) although the grievant may, within thirty (30) calendar days after the decision at Step Three (3) add a written rebuttal to the decision to be placed in the employee's personnel file.

Step 4: Grievance Mediation

- i) Any grievance which has been appealed to arbitration may upon agreement of the parties be referred to grievance mediation. The parties shall attempt to select a mediator by mutual agreement. If they are unable to agree, then they shall select a mediator from a list provided by the Federal Mediation and Conciliation Service, pursuant to that organization's rules for selection. The cost for any mediator shall be shared equally by the parties.
- ii) Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the proceedings shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference.
- iii) If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral (or if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.

Step 5.: In the event a grievance, other than a grievance concerning an oral or written reprimand, is unresolved after Step Three (3), then within thirty (30) calendar days after receipt of the Step Three (3) decision, the Union may submit the grievance to arbitration and the parties will attempt to reach agreement on the selection of an arbitrator.

The union shall request, within ten (10) days of a failure to reach agreement, a list of seven (7) Ohio-based, impartial arbitrators who are members of the National Academy of Arbitrators, from the Federal Mediation and Conciliation Service (FMCS). The parties will arrange to select an arbitrator within five (5) days of receipt of the list. For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the Employer shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated an appointed as the arbitrator to hear the grievance in question. For subsequent arbitrations, the first strike shall alternate between the parties.

Section 3. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the

commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. 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.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without loss of their hourly rate for all hours during which attendance is required by the City.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 5. A grievance may be withdrawn without prejudice by the Union at any step of the grievance procedure consistent with established time limitations.

Section 6. The time limits set forth in the Grievance Procedure shall, unless extended by mutual agreement of the City and the Union, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the Union to the next level.

Section 7. Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays or holidays.

Section 8. A policy related grievance may be initiated by the Union at either Step 2 or Step 3 of the Grievance Procedure.

Section 9. The Union shall have the right, at Step 3 of the Grievance Procedure, to modify a pending grievance in order to clarify pertinent procedural matters (e.g., section allegedly violated, scope of relief requested, etc.), provided, however, that the basic issue raised by the grievance may not be changed.

ARTICLE 10 DISCIPLINE

Section 1. When the City seeks as a penalty to suspend without pay or to discharge a non-probationary employee, it will give that employee a written notice either prior to or concurrent with the implementation of the disciplinary action, stating the reason(s) for the disciplinary action with a copy of such written notice forwarded to the local union steward.

Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.
4. However, where a suspension of greater than thirty (30) days or a termination is proposed such action may be taken immediately by the Employer provided the requirements of Loudermill are first met.

Section 2. When imposing discipline on a current charge, the City shall not take into account infraction(s) which occurred more than two (2) years previously.

ARTICLE 11 SENIORITY AND PROBATIONARY PERIOD

Section 1. Only full-time and regular part-time employees of the City shall have seniority. Students and summer employees shall have no seniority rights. Regular part-time employees shall receive pro-rata seniority. Newly hired employees covered by this labor agreement shall be considered to be on a non-contestable probationary period of sixty (60) work days.

Section 2. Seniority shall mean an employee's uninterrupted length of continuous service with the City measured from the earlier of his last hiring date as a full-time employee or regular part-time employee. An employee shall have no seniority for the probationary period provided in Section 1, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 3. The City shall provide the Union with a copy of a seniority list upon the request of the Union. The City shall provide such list no more than once a year. The seniority lists shall be made up by classifications and shall contain in order of date of hire, the name, department, date of hire and classification seniority date of each employee.

Section 4. Continuous service and seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for just cause;
- (c) Is laid off for a period equal to the amount of seniority held at the time the lay-off commences, or twenty-four (24) consecutive months, whichever is less;

- (d) Fails to report to work within ten (10) calendar days when recalled from lay-off by certified mail addressed to the employee's last known address as shown in the City's records, unless the employee is unable to work due to medically proven disability;
- (e) Is absent without report for fourteen (14) consecutive work days unless the employee has a reasonable excuse for failing to report the absence.

ARTICLE 12 LAY-OFFS

Section 1. Whenever it is necessary for the City to reduce its forces, due to lack of work or funds, the employees within the department to be reduced will be laid off in the following order:

- (A) Students;
- (B) Seasonal employees;
- (C) Employees who have not completed their probationary period;
- (D) Voluntary layoffs by employees with seniority provided the City approves of such election;
- (E) Regular part-time employees within the classification affected who have completed their probationary period;
- (F) Regular full-time employees within the classification affected who have completed their probationary period;
- (G) In the application of the foregoing, employees will be retained by reason of their seniority only if they are able to perform the available work.

Section 2. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their seniority (last hired, first laid off). Regular full-time employees shall be laid off on the basis of their seniority within their classification. When the seniority or service of two or more employees is equal, employees shall be laid off by the drawing of lots. In the event an employee cannot hold his present classification, he shall have the right to "bump" an employee with lesser seniority [in an equal or lower rated classification (within his department)], provided the employee has the ability to do the work of the classification.

Section 3. Whenever practicable, regular full-time or part time employees shall be given a minimum of two (2) weeks advance notice of a layoff.

Section 4. This Article is intended by the parties to supersede any similar provision in local Civil service law or under O.R.C. 124, *et seq.*

ARTICLE 13 RECALL FROM LAYOFF

Section 1. A member of the bargaining unit who is laid off shall be subject to recall from layoff consistent with the provisions of Article 13 (Seniority), Section 4, but in no event more than two (2) years. All employees shall be recalled to their classification in the reverse order of their layoff. An employee on layoff will be given ten (10) days' notice of recall from the date of delivery, attempted delivery, or receipt of a certified letter sent by the City to the employee's last known address as shown on the City's records. Failure to respond to the notice shall cause the employee to forfeit his recall rights without further recourse.

ARTICLE 14 PROMOTIONS - JOB BIDDING

Section 1. When a vacancy, opening or new job occurs as determined solely by the City, in the classifications covered by this Agreement, the City shall post in the department where the vacancy, opening or new job occurs, a notice of the vacancy or opening for five (5) work days. During the five (5) work days, employees from the department involved may bid for the posted job. The job shall be awarded within a reasonable time thereafter but in no event more than five (5) work days after the closing of the bid. In awarding the job, the city will consider seniority and the employee chosen must be able to perform the job.

Section 2. If no member of the bargaining unit applies or if the employer determines that none of the applicants from the bargaining unit is qualified for the position, the employer may fill the position by hiring a qualified new employee from outside the bargaining unit.

Section 3. Should a successful bidder desire to return to his/her former classification or fail to meet the requirements of the job within a reasonable period, both the City and the employee will have sixty (60) work days to be returned to the former classification provided his seniority entitles him to such placement. A current employee will have until June 1, 2014 to return to his/her former job classification.

ARTICLE 15 TEMPORARY TRANSFERS

Section 1. If an employee is temporarily assigned to work in a classification other than his own he shall receive the higher of the two rates between his regular rate and the rate of the other classification for all such hours worked.

ARTICLE 16 HOURS OF WORK

Section 1. The normal work hours for regular full-time employees shall be forty (40) hours of work in five (5) consecutive days of eight and one-half (8 1/2) consecutive hours each day, inclusive of one-half (1/2) of the time allotted for meals during the period starting 12:01 A.M. Sunday to Midnight Saturday.

Section 2. All employees shall be allowed sixty (60) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules between the City and the

Union. Such lunch period must commence no earlier than 10:00 a.m. and no later than 12:30 p.m., and may be specified or modified at the Service Director's exclusive discretion.

Section 3. There shall be two (2) fifteen (15) minute non-cumulative rest periods for each eight and one-half (8 1/2) hour work day. The rest period, to the extent practicable, will be scheduled two (2) hours preceding and two (2) hours after the lunch period of eight and one-half (8 1/2) hour shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift. Subject to operational needs and in the sole discretion of the Service Director, employee breaks may be taken away from the job site.

Section 4. The hours of work between the months of May through August shall commence at 7:00AM and end at 3:30PM.

ARTICLE 17 OVERTIME ASSIGNMENT AND ROTATION EQUALIZATION

Section 1. The City shall be the sole judge of the necessity for overtime. All overtime will initially be offered to employees available, capable of performing the work, and next on the list in order of classification seniority (i.e., Mechanics to be offered Mechanic work, Operators in Sewer Department to be offered Sewer work by seniority, remainder to be offered first to Truck Drivers, then to the Laborer classification). If an insufficient number of employees within the classification accept the work, then the assignment shall be offered to employees in other classifications capable of performing the work who are next on the list in order of departmental seniority. If an insufficient number of employees have accepted the assignment after it has been offered to all such employees, then the City may assign such additional employees as it feels necessary to perform the work.

Section 2. No employee shall work more than twenty (20) consecutive hours (including regularly scheduled work and/or overtime) unless all other eligible employees decline the opportunity to work the overtime.

Section 3. The provisions of Section 1 above shall be waived at times when overtime is needed to complete a particular assignment that is not expected to be for a duration of more than two (2) hours past the employee's regular quitting time. However, if the City is aware of the need for overtime before lunch, then the City will offer said overtime pursuant to the equalization list as outlined above. The Union reserves the right to file a grievance if the City violates the spirit of the above procedure.

Section 4. For instances where an employee is missed or skipped on the overtime list, said employee(s) shall be entitled to the next available overtime assignment and thereafter until such time the employee works the amount of overtime which fully compensates him for all lost monies. For purposes of this section only, employees will not be charged for refusals until he has made up all lost monies. The Union reserves the right to file a grievance if the City violates the spirit of the above procedure.

ARTICLE 17A OVERTIME/PREMIUM PAY

Section 1. The City shall be the sole judge of the necessity for overtime. All overtime will initially be offered to employees available, capable of performing the work, and next on the list in order of classification seniority (i.e. Mechanics to be offered Mechanic work, Operators in Sewer Department to be offered Sewer work by seniority remainder to be offered first to Truck Drivers, then to the departmental seniority list, then to the Laborer Classification). If an insufficient number of employees within the classification accept the work, then the assignment shall be offered to the employees in other classifications capable of performing the work who are not on the list in order of departmental seniority. If an insufficient number of employees have accepted the assignment after it has been offered to all such employees, then the City may assign such additional employees as it feels necessary to perform the work.

Employees will be paid time and one-half (1 1/2) of their straight time rate of pay for hours worked in excess of forty (40) hours in any one work week. An employee at his option may receive compensatory time instead of overtime pay. Compensatory time shall accrue at a rate of time and one-half (1 1/2) for all time actually worked in excess of forty (40) hours in one work week (or at double time for time actually worked on a Sunday or holiday) or eight (8) hours in any one day. An employee may utilize his accrued compensatory time at any time, so long as he has received prior approval from the Service Director. A list of accumulated comp time will be posted and updated on a monthly basis.

Compensatory time may accrue to a maximum of one hundred and eighty (180) hours, after which all overtime shall be paid at the appropriate rate. Employees who currently have accrued more than one hundred and eighty (180) hours of compensatory time shall receive payment for all additional overtime until the accrued compensatory hours fall below the one hundred eighty (180) hour maximum.

Section 2. For the purposes of overtime compensation, longevity compensation shall be included in the base rate for such computation. All other hours paid, but not worked for any reason except holidays, vacation days, and excused sick time shall be excluded in determining the total number of hours worked for overtime pay computation purposes.

Section 3. Hours worked on Sunday or a holiday shall be compensated at the double time rate provided there is no pyramiding of other premium or overtime pay calculations.

Section 4. In the event overtime is required, and the employee is not already at work or forty eight (48) hours' notice has not been given, the employee shall be entitled to two (2) hours call-in pay at his regular rate, in addition to his overtime pay.

ARTICLE 18 CALL-IN PAY

Section 1. An employee who is called in to work at a time when he is not regularly scheduled to report to work shall receive two (2) hours call in pay at the straight time rate plus pay at the overtime rate for all time actually worked.

ARTICLE 19 NEW AND CHANGED JOBS

Section 1. The City at its discretion may change existing job classifications or establish new job classifications within the general scope of work performed by members of this unit. The City shall establish the content of the job and establish new or revised pay structure changes, if any, shall then be reviewed with the Union. If the Union is not in agreement with the rate of pay for the job, it can file a grievance at Step 3 of the Grievance Procedure within thirty (30) days following the termination of discussions concerning the rate of pay. If the grievance is arbitrated, the arbitrator shall have the authority to recommend the proper rate of pay for the job or he shall recommend placing the job within the rate of pay for that classification. The arbitrator's recommendation shall become final and binding and the rate of pay shall be retroactive to the date an employee actually worked in the new classification. Any rate and classification agreed to by the City and the Union shall become part of the wage schedule to this Agreement.

ARTICLE 20 SICK LEAVE WITH PAY

Section 1. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) illness, injury or death in the employee's immediate family, which reasonably requires the employee's attention.

Section 2. All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours in active pay status and may accumulate such sick leave to an unlimited amount.

Section 3. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

Section 4. Sick leave may be used in segments of not less than (15) minutes.

Section 5. Before an absence may be charged against accumulated sick leave, the Department Head may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than two (2) days must supply a physician's report to be eligible for paid sick leave. Additionally, an employee who uses more than forty (40) hours of sick leave in any rolling six (6) month period may be required to supply a physician's report adequately articulating the necessity for subsequent absences.

Section 6. If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, in his discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay.

Section 7. Any abuse of patterned use of sick leave shall be just and sufficient cause for disciplinary action, up to and including termination of employment.

Section 8. The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees. Further, the Employer may require an employee to undergo a fitness for duty evaluation for medical and/or psychological evaluation if the Employer has reason to do so.

Section 9. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, siblings, or relative actually residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, grandparents, spouse, spouse's parents, child, brother, sister, or person in loco parentis.

Section 10. Employees shall at the time of retirement from active full-time service with the City, and with ten or more years of continuous service with the City, be paid in cash for one-half of the employee's accrued but unused sick leave, up to a maximum accrual of one hundred eighty (180) days. The dollar value on a sick day shall be based on (a) employee's annual salary at time of retirement and (b) a work year of 52 weeks and 5 days per week. For this calculation paid vacation days and holidays are considered work days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the City only once to any employee during his lifetime. This section shall only apply to the retirement or disability retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein. The estate of an employee who at the time of his or her death would have qualified for payment hereunder shall be entitled to the payment provided herein.

Section 11. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 12. An employee who transfers from another public agency within the State of Ohio or any other political subdivision of the State to the City of Seven Hills shall not be credited for any unused balance of accumulated sick leave earned with such other public agency or political subdivision.

Section 13. An employee, whose sick leave bank includes one hundred (100) or more hours of time, may convert up to sixty (60) hours of accumulated sick leave time into cash each year. The sick leave conversion may take place in June or December of any given year. The employee shall notify the Employer of the desire to convert up to sixty (60) hours and shall designate the amount to be converted. The employee shall be cashed out at 100% of the employee's rate of compensation at the time of the conversion.

ARTICLE 21 FUNERAL LEAVE

Section 1. A full-time employee shall be granted up to three (3) days (or such fewer days as the employee may be absent) in the event of the death of a spouse, child (including step and adopted), father, mother grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother, sister, brother-in-law or sister-in-law.

Section 2. Attendance at the funeral or memorial service in lieu of the funeral is required to receive the benefit. The time off must be on the days the employee was scheduled to work. The payment will be at the employee's regular hourly rate and such payment shall not duplicate payment for any other reason.

Section 3. If additional time off is needed, the Mayor or his designee may grant additional time off without pay or the employee may request to use unused vacation days.

Section 4. Employees may use up to three (3) days of accumulated sick leave to attend the funeral of other relatives not listed in Section 1 above.

ARTICLE 22 MILITARY LEAVE

An employee shall be granted a leave of absence for military duty in accordance with the state and federal laws.

ARTICLE 23 UNION LEAVE

Section 1. Upon written request from the Union, a leave of absence without pay shall be granted to not more than two (2) employees for a period not in excess of ten (10) days per year each, for the purpose of attending Union conventions or other Union Activities which necessitate a suspension of active employment. It is expressly understood that the employees must obtain at least two (2) weeks prior approval from the Service Director. There shall be no disruption of the provision of City services as a result of the loss of the two (2) employees. The City is free to replace such employees on a temporary basis if the need arises while such employees are on Union Leave.

ARTICLE 24 JURY DUTY LEAVE

Section 1. A full-time employee who is called for jury duty shall be paid the difference between his regular pay and jury duty pay for the hours spent serving as a juror, provided such hours were during regularly scheduled hours.

Section 2. To be eligible for jury duty pay, an employee must submit to the City a jury pay voucher detailing the period of jury service and the amount of jury pay received.

ARTICLE 25 DISABILITY LEAVE

Section 1. An employee who is disabled as a result of the performance of duties within the scope of his employment as a full-time employee of the City, if such disability prevents him

from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed 180 calendar days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this section is incurred, the first five (5) days of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than five (5) days accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining service related disability leave shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

Any employee who obtains a paid leave under this Article shall file for Workers' Compensation and sign a waiver assigning to the City those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under their Article. The City in its discretion may waive the requirement that the employee file for Workers Compensation benefits although nothing herein shall be construed to infringe on the employee's right to file for Worker Compensation benefits nor shall it be construed to limit the benefits of this section.

Section 2. A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month in which such disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability leave must, as a condition thereof, submit to a physical or physicals by a physician or surgeon chosen by the City at any time.

Section 3. In the event an employee is dissatisfied with a determination of the Finance Director based on the City's medical examination, the employee may submit the question to the Grievance procedure.

ARTICLE 26 LEAVE OF ABSENCE

Section 1. Upon written request to the Mayor, a full-time employee of the City may be granted a Leave of Absence, without pay, for sickness and disability not covered pursuant to Articles 20 or 25 above or other good cause such as military service or educational purposes, provided, however, that no leaves of absence shall be granted for the purpose of permitting an employee to seek and/or accept other employment, and no employee who is on leave of absence shall accept gainful employment elsewhere. Such leaves of absence shall be subject to the written approval of the Mayor, and shall be for a period not exceeding six (6) months. Medical insurance coverage for employees on authorized unpaid leaves of absence may be continued upon payment of the monthly premium by the employee to the Finance Director on the first of each month, in advance. Life insurance coverage will not be covered for employees on leave of absence.

Section 2. If an employee fails to honor the reason for such granting of the leave of absence or over extends the approved time, his employment may be terminated.

ARTICLE 27 HOLIDAYS

Section 1. Effective January 1, 2017, all full-time employees shall be entitled to the following holidays: New Year's Day, Martin Luther's King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and three (3) personal holidays. To be eligible for paid holidays, employees must work the regularly scheduled working days immediately preceding and following such holiday. In the event an employee is sick on either of the aforementioned days, verification of illness from a licensed physician must be received by the City. In order to qualify the employee for holiday pay. However, an employee shall be paid the holiday pay if the employee is:

1. Hospitalized or on an approved sick for a known serious illness;
2. On pre-approved personal leave;
3. On pre-approved bereavement leave; or
4. On pre-approved vacation.

Section 2. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 3. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular hourly rate.

Section 4. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to two times (2x) their regular rate of pay for all hours worked on the holiday.

ARTICLE 28 VACATIONS

Section 1. All full-time employees shall be entitled each year to the following paid vacation provided that they have worked at least 1,040 hours in the preceding 12 calendar months and have accrued the required years of service as of their anniversary date of each preceding calendar year. In order to be permitted to use vacation time, an employee must obtain advance written approval from the Service Director.

<u>Years of Service</u>	<u>Number of Weeks</u>
1 thru 4 years	2 weeks
5 thru 9 years	3 weeks
10 thru 14 years	4 weeks
15 thru 25 years	5 weeks
26 years and over	6 weeks

Section 2. A Monday through Friday vacation shall be from 12:01 A.M. Sunday to Midnight Saturday. If an employee is required to work and is unable to take his vacation, he will be able to carry over his vacation till the following year.

Section 3. An employee will be allowed to cash out up to forty (40) hours of accrued vacation time annually in a lump sum at the employee's request. Cashed out vacation time will be non-pensionable. The City will be notified in November of the current year for a payout in December of the same year.

ARTICLE 29 SAFETY AND HEALTH

Section 1. The City will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Additionally, the City of Seven Hills will provide a safe place for the Mechanics to store their tools and will replace Mechanics' broken tools.

Section 2. Disputes concerning unsafe conditions are to be discussed with departmental supervision as soon as practicable. If after discussions the issue is not resolved, employee(s) may enter the dispute at the Third Step of the grievance procedure. Until the grievance is resolved, the employee shall not be required to perform the allegedly unsafe work, but shall be assigned other duties.

Section 3. The City will call at least two (2) employees for all overtime work.

Section 4. Employees may wear shorts when the temperature is eighty five (85) degrees Fahrenheit or higher and the wearing of shorts would not negatively impact the safety of the employee. Shorts shall be black or navy in color. There shall be no Levi's and/or jean type shorts.

ARTICLE 30 UNIFORMS

Section 1. The Director of Public Service and Properties shall designate the uniforms to be worn by the employees of the Department of Public Service and Properties, which uniforms shall be rented at such source as designated by the Director. The City shall pay for the rental and cleaning of eleven (11) uniforms, and T-shirts for summer. Each member of the bargaining unit shall be allowed the sum of seven hundred and fifty dollars (\$750) as an annual allowance for other clothing and maintenance. Such amounts shall be paid directly to each bargaining unit member in two installments of one-half of such amount each; the first installment to be paid on June 1, and the second installment to be paid on December 1. Employees out of work on an extended leave for more than 180 consecutive days shall only be entitled to a reduced clothing and maintenance allowance in the amount of five hundred dollars (\$500) for the year in which the extended leave occurred. Employees will be required to provide receipts for the clothing allowance including boots. Receipts shall be submitted the first of each month.

ARTICLE 31 WORK BY SUPERVISOR

Section 1. Supervisors will not perform bargaining unit work to the extent that it results in a layoff or reduction of hours of work by bargaining unit employees.

Section 2. Except for emergencies, supervisors will not perform bargaining unit work to deny overtime opportunities to bargaining unit employees.

ARTICLE 32 HEALTH COVERAGE

Section 1. The Employer shall offer each full-time Employee a choice between multiple hospitalization and major medical insurance plans.

The change of cost to an employee will be no more than a 10% change from one year to the next.

Section 2. The City shall offer a Health Savings Account (“HSA”).

The HSA Plan, including its benefits shall be comparable in coverage to the current plan.

The Employer shall deposit \$4,000 into the employee’s HSA for the family Plan and \$1,400 for the single Plan, in an annualized prorated manner, but shall not be responsible for these contributions upon separation of employment.

Any HSA Plan premium cost increases shall be borne 90% by the Employer and 10% by the employee through automatic payroll deduction.

Section 3. To the extent possible, the Employer shall establish an Internal Revenue Service Section 125 Plan so that the foregoing employee paid premiums shall be on a pre-tax basis.

Section 4. The parties agree that in an effort to reduce hospitalization/medical costs they will establish a Citywide Joint Medical/Hospitalization Insurance Committee with a representative from the Union and convened at least two (2) times a year to review alternative insurance coverages and plans and make recommendations to the Employer. As part of this process, the representatives shall have access to all non-confidential information. The Employer shall have a representative on the committee and the employer will require the city insurance representative to actively participate with the committee if the committee so directs. The committee will analyze cost containment measures including, but not limited to deductibles, co-pays, out of pocket maximums, prescription drug coverage and possible changes in providers.

Section 5. The Employer will provide and pay the full premium for all full-time employees for a group term life insurance and dismemberment policy in the face value of Twenty-Five Thousand Dollars (\$25,000) upon completion of probationary period and acceptance by the insurance carrier. In addition, the Employer shall provide a term life insurance policy for full-time employees' spouses in the amount of Five Thousand Dollars (\$5,000) and dependents in the amount of Two Thousand Five Hundred Dollars (\$2,500) upon completion of probationary period

and acceptance by the insurance carrier. The coverage may reduce for the insurance policy at age 70 for active employees.

Section 6. The Employer shall provide and pay the full premium, single or family coverage, as applicable, for the dental insurance plan currently provided or comparable coverages.

Section 7. The City will pay to the AFSCME Care Plan \$12.00 per month per employee for Vision II coverage.

Section 8. The City shall contribute \$60.00 per employee per month to the AFSCME Care Plan for Dental Level 4 Benefits.

Section 9. The Employer shall provide to each bargaining unit employee, free of cost, a single membership in the City Recreation Center. The employee must complete and submit any and all forms as may otherwise be required for membership. If an employee wishes to purchase a family membership, the employee shall pay the cost representing the difference between the family membership and single membership cost. Membership shall cease at separation of employment from the City unless the employee otherwise qualifies for membership and pays the applicable fees.

ARTICLE 33 WAGES AND SHIFT PREMIUM

Section 1. There shall be a wage increase effective January 1, 2020 of 2.0% in each step listed in Appendix A; a wage increase effective January 1, 2021 of 2.5% in each step listed in Appendix A; and a wage increase effective January 1, 2022 of 3.0% in each step listed in Appendix A during the life of this Agreement. (See Appendix A for specific wage rates and steps for the applicable classifications.)

Section 2. All employees shall be paid on a bi-weekly pay period schedule with the pay days on Friday.

Section 3. Employees who work second or third shift shall receive a premium of \$0.75 per hour. Employees shall receive at least a one week notice prior to any shift change.

Section 4. The Working Foreman, until the position is removed from the bargaining unit in accordance with Article 2 of this Agreement, shall be paid an additional \$320.00 per month if he is assigned scheduling coordination responsibilities.

ARTICLE 34 LONGEVITY

All employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

After five (5) years	\$600.00 per year
After ten (10) years	\$775.00 per year
After fifteen (15) years	\$1,100.00 per year

After twenty (20) years	\$1,400.00 per year
After twenty-five (25) years	\$1,575.00 per year

Longevity payments shall be made in a lump sum on the basis of the completion of a full year of service on the employee's anniversary date each year.

ARTICLE 35 COMMERCIAL DRIVERS LICENSE

Section 1. The City shall pay up to two hours of the time an employee spends taking the commercial drivers' license (CDL) exam. The City will pay for the cost of the CDL renewal.

Section 2. In the event an employee loses his CDL or is not successful in passing the CDL exam, the City and the Union will meet and attempt to place the employee into another available job he is capable of performing within the City at that job's rate of pay.

Section 3. If no job is available, the employee shall be laid off until such time as a job is available or until such time as he obtains his CDL, whichever is sooner. Upon obtaining his license, the employee shall be returned to his regular duties, classification and pay rate in a manner consistent with Articles 12 (Layoffs) and 13 (Recall from Layoffs).

Section 4. Employees required to take the driving portion of the commercial driver's license exam shall be permitted to use a City vehicle for that exam, provided such driving is done within the City limits.

ARTICLE 36 OBLIGATION TO NEGOTIATE

Section 1. The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to the wages, hours and terms and conditions of employment and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

ARTICLE 37 LEGALITY

It is the intent of the City and the Union that this Contract comply in every respect with applicable statutes and, if it is determined by a court of competent jurisdiction that any provision of this Contract is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining provisions which shall remain in full force and effect. In the event any provision is determined unlawful, the Contract shall be reopened on that provision and the City and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision.

ARTICLE 38 AFSCME P.E.O.P.L.E.

Section 1. The City will deduct voluntary contributions to the AFSCME International Union's Public Employee Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

a. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time and the authorization card shall clearly on its face state the right of an employee to revoke;

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

c. The contribution amount shall be certified to the City by the Union. The Union shall provide the City with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union. This transmittal shall be accompanied by an alphabetical list of all employees from whom deductions have been made and the names of employees for whom deductions have been terminated and the reason for termination.

Section 2. All P.E.O.P.L.E. contributions shall be made as a deduction separate from dues deductions.

ARTICLE 39 SALARY REDUCTION PERS PICK-UP

As permitted by the Internal Revenue Service and the Public Employee Retirement System (PERS), the Employer agrees to implement the "salary reduction" method for pension "pick-up." Such plan will take effect upon approval of the pension boards and appropriate governmental agencies.

The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to PERS. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee's W-2 form, thus deferring taxes on the pension contribution and increasing the employee's take-home pay.

ARTICLE 40 DRUG TESTING

Section 1. All employees, irrespective of whether they possess a CDL, shall be subject to the random drug testing policies required under the Department of Transportation regulations regarding employees required to have a Commercial Drivers' License. Additionally, drug and alcohol testing shall be conducted in accordance with Appendix B attached hereto.

Section 2. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The City's Employee Assistant Program (EAP) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug and alcohol dependency, either through the EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties.

Section 3. The EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine samples at an independent laboratory and the opportunity to rebut any allegations of substance abuse. Any charging letter issued to an employee which included allegations of substance abuse on the job shall list the basis upon which it was determined that there was a reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol at work.

Section 4. Any employee found to have positive screen for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the City before returning to work.

Section 5. An employee who fails a drug or alcohol test for the second time during his employment with the City may be discharged immediately by the City, subject to just cause and the provisions of the grievance procedure.

Section 6. The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

ARTICLE 41 FAMILY AND MEDICAL LEAVE

Section 1. The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below.

Section 2. Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the rolling twelve (12) month period commencing with the first use of the leave for an FMLA qualifying event.

Section 3. The rolling twelve (12) month period shall commence and be measured from the date the employee first uses the leave set forth above.

Section 4. Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

Section 5. No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act.

Section 6. Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

Section 7. Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

Section 8. Employees, if on FMLA leave, but not on active paid status will be obligated to pay the employee share of health care premiums on the regular pay day. The City of Seven Hills will cease to pay the City's share of the premium if the employee's payment is more than thirty (30) days late.

ARTICLE 42 TOTAL AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

ARTICLE 43 DURATION

This Contract shall become effective and remain in full force and effect from upon execution until December 31, 2022 and, thereafter from year-to-year unless at least one hundred and twenty (120) calendar days prior to said expiration date, or anniversary thereof, either party gives timely written notice to the other of an intent to bargain.

ARTICLE 44 EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 14 day of July, 2020.

FOR THE UNION:

Ohio Council 8, AFSCME, AFL-CIO
and Local 3557

Michael Piepsny, Staff Representative

FOR LOCAL 3557, AFSCME

FOR LOCAL 3587, AFSCME

FOR LOCAL 3557, AFSCME

FOR THE EMPLOYER:

City of Seven Hills, Ohio

Anthony Biasiotta

Anthony Biasiotta

APPENDIX A
HOURLY RATE SCHEDULE

Job Title	01/01/20	01/01/21	01/01/22
Working Foreman	\$28.70	\$29.42	\$30.30
Sewer Op. A	\$27.72	\$28.41	\$29.26
Sewer Op. B	\$26.19	\$26.84	\$27.65
Truck Driver	\$26.57	\$27.23	\$28.05
Laborer	\$23.00	\$23.58	\$24.29
Lead Mechanic	\$28.96	\$29.68	\$30.57
Mechanic	\$27.38	\$28.06	\$28.90
Part-time Rate	\$14.12	\$14.47	\$14.90

LETTER OF AGREEMENT - 1

This will confirm our discussions during the 1998-2000 negotiations that the following will apply to the part-time employees of the City of Seven Hills:

1. Part-time employees hired after January 3, 1988 work less than 30 hours, if employed on a regular basis, and shall be paid in accordance with the part-time wage range included in the Contract. Employees working more than 30 hours per week shall be considered full time employees.

FOR THE UNION:

Joseph Rencz
Z7Z

FOR THE CITY:

Anthony P. Ritter

LETTER OF AGREEMENT - 2

This will confirm the understanding we reached during the 1998-2000 negotiations with the City of Seven Hills that employees working Home Days will be compensated under the overtime and overtime rotation equalization sections of the contract.

FOR THE UNION:

Joseph Remig
J. Remig

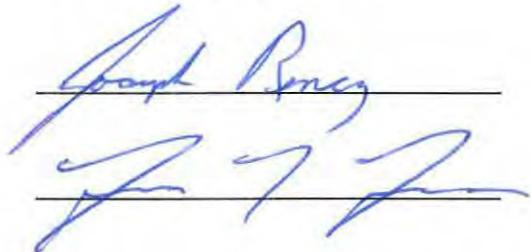
FOR THE CITY:

Andy D. Rilla

PARITY AGREEMENT

If any other bargaining unit negotiates higher increases in wage rates, or better healthcare rates, than what is negotiated between the City of Seven Hills (Employer) and Ohio Council 8, AFSCME Local 3557 Service, AFL-CIO (Union) for contract years 2020 through 2022, the Union will receive those wage rates or healthcare rates (which currently exist in the collective bargaining agreement).

FOR THE UNION:



FOR THE CITY:



APPENDIX B
DRUG-FREE WORKPLACE POLICY

Section 1. Statement of Policy.

A. Both the Employer and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the Employer and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

B. The Union recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Union also recognizes the Employer's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the Employer recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.

C. Each employee will be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters.

D. The confidential nature of the medical records of employees with substance abuse problems shall be preserved. Similarly, all records relating to drug tests and their results shall be maintained in the strictest confidence.

E. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

Section 2. Drug-Testing Conditions.

Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol: Where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job is under the influence of, or his/her job performance, is impaired by alcohol or other drugs. Such reasonable

suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on the-job accident resulting in personal injury requiring immediate hospitalization of any person or property damage, where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee. In addition, such reasonable suspicion must be documented in writing by the person having such suspicion. The immediate supervisor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented, as soon as possible, to the employee and the department head, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee. Any employee who is involved in a vehicular accident while on duty is also subject to post-accident drug and alcohol testing.

Section 3. Testing Procedures and Guarantees.

A. An employee reasonably suspected of using or abusing alcohol or other drugs, while on duty, or of being under the influence of same, while on duty, may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of alcohol. The breath sample will be taken by a Sheriff or Police Department, State Patrol or qualified person. Urine specimen collection shall occur at the collection site designated by the Employer in a secure and private room and shall be witnessed by a person of the same sex as the donor- employee in accordance with standards provided under the guidelines published by the National Institute of Drug Abuse (NIDA).

B. Prior to submitting the sample, the employee shall be required to complete a form indicating all drugs currently being taken and any toxic substances he/she may have been in contact with. This information will be forwarded to the laboratory with the samples.

C. All procedures and protocols for collection transmission and testing of the employee's urine shall conform to the NIDA guidelines.

All procedures and protocols for collection and testing of the employee's breath shall conform to the methods and procedures set forth in the Ohio Revised Code. The instrument used must be listed in OAC Rule 3701-53-02A. A test result which indicates a .04% blood alcohol level will be considered a positive test. Level of concentration must be that established in O.R.C. Section 4511.19.

D. All urine testing shall be conducted by a laboratory certified by the NIDA.

E. The urine testing shall consist of a two (2) step procedure: (a) initial screening; and (b) confirmatory testing. If the screening procedure reveals a positive result, the sample shall be subjected to a different confirmatory test. Notification of test results to the affected employee's

department head shall be withheld until the confirmatory test results are obtained. In those cases where the second test confirms the presence of alcohol or drug(s) in the employee's system, the sample shall be retained for a period of six (6) months to permit further testing, in case of a dispute. An employee has the right to submit information to explain the reason(s) for a positive test.

F. The initial screening shall be accomplished by means of a Thin Layer Chromatography (TLC) or equally reliable testing procedure, and the confirmatory testing shall be accomplished by means of a Gas Chromatography/Mass Spectrometry (GCIMS).

G. Employees shall have the right to consult with a Union representative, if one is available within one (1) hour prior to testing, and a Union representative may accompany the employee to the specimen collection site.

H. Any employee who refuses to submit to a properly ordered alcohol or drug test may be subject to disciplinary charges for insubordination consistent up to and including termination.

I. In all cases in which the employee provides a sufficient urine sample at the time of original sample collection, he/she has the right to a confirmatory test of a one half (1/2) portion of the original sample at a NIDA-certified laboratory of the employee's choosing, at the employee's expense, within ten (10) working days after receipt of notice of the positive test result. To permit this, and to ensure the integrity of samples, each sample shall be split by the NIDA-certified laboratory under contract with the Employer to perform such tests at the time and place of collection and prior to testing. One (1) part thereof shall be stored by such laboratory, to be disposed of by the direction of the employee.

J. When any sample is collected it shall be handled by proper chain of custody procedures from sample collection to return of the written report. Collection procedures shall be used which ensure security for the specimen, freedom from adulteration of the specimen, and privacy for the employee.

K. The NIDA established levels for each drug tested for shall be used to determine whether a test is positive with respect to that drug. Testing shall be limited to the following groups of substances: marijuana (THC); cocaine; amphetamines; opiates; and phencyclidine (PCP).

Section 4. Notice of Drug-Related Convictions.

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her Department Head or his/her designee, within five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each agency is required to notify any federal agency with which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such

employee to disciplinary action, up to and including termination.

Section 5. Disciplinary Action.

Consistent with the Collective Bargaining Agreement, any employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, shall be subject to disciplinary action, up to and including termination of employment.

City of Seven Hills

Ordinance No. 55-2020

Introduced By Mayor Biasiotta and Councilpersons Kelly,
Elliott, Kulju, Kiriazis, Martin, Snitzky, Dell'Aquila

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE CITY OF SEVEN HILLS, OHIO, WITH OHIO COUNCIL 8 AND LOCAL 3557 (SERVICE), AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, FOR THE PURPOSE OF MEMORIALIZING WAGE NEGOTIATIONS WITH VARIOUS CITY EMPLOYEES; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEVEN HILLS, OHIO:

Section 1. That the Mayor be and he is hereby authorized and directed to enter into an Agreement on behalf of the City of Seven Hills, Ohio, with Ohio Council 8 and Local 3557 (Service), American Federation of State, County, and Municipal Employees, AFL-CIO, a copy of said Agreement being attached hereto, made a part hereof, and marked for purposes of identification as "Exhibit A".

Section 2. That the Clerk of Council be and she is hereby authorized and directed to cause to be forwarded a certified copy of this Ordinance to Ohio Council 8 and Local 3557, American Federation of State, County, and Municipal Employees, AFL-CIO, immediately upon its passage.

Section 3. That this Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City of Seven Hills, Ohio, and for the further reason that the current contract with the Service Chapter, American Federation of State, County, and Municipal Employees, AFL-CIO, has expired. Wherefore, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, at the earliest period allowed by law.

First Reading _____



Stacey L. Kelly, President of Council

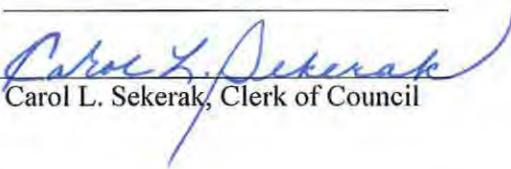
Second Reading _____

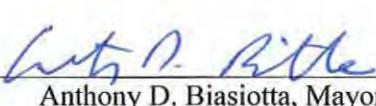
Filed with
the Mayor July 14, 2020

Third Reading July 14, 2020

Approved July 14, 2020

Passed July 14, 2020

Attest 
Carol L. Sekerak, Clerk of Council



Anthony D. Biasiotta, Mayor