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AGREEMENT

BETWEEN

THE CITY OF MENTOR

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,

LOCAL UNION NO. 860, AFL-CIO

March 31, 2020

through

March 30, 2023

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PREAMBLE

This Agreement is hereby entered into by and between the City of Mentor, hereinafter referred to as the "City" and the Laborers' International Union of North America, Local Union 860, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

Section 1.1

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees who have completed six (6) months or more continuous full-time service employed in the Department of Public Works, the Cemetery and the Marina, occupying the position of Crew Leader, Traffic Maintenance Crew Leader, Parks Crew Leader, Equipment Operator III, Equipment Operator II, Mechanic II, Welder II, Parks Operator II, Equipment Operator I, Traffic Signal Technician, Parks Operator I, Mechanic I, Maintenance Worker, and Groundskeeper, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE II CONFORMITY TO LAW

Section 2.1

This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 2.2

If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceedings between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE III OBLIGATION TO NEGOTIATE

Section 3.1

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

Section 3.2

Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, 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 negotiated and signed this Agreement.

ARTICLE IV TOTAL AGREEMENT

Section 4.1

This Agreement represents the entire agreement between the City and the Union and unless specifically and expressly set forth in the expressed 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 City, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE V MEMBERSHIP AND DUES CHECKOFF

Section 5.1

The City will provide a monthly check-off of Union membership dues for members of the bargaining unit, subject to the following conditions:

- a) The Union will provide the City with individual employee dues deduction cards certified in writing by both the regular full-time non-probationary employee and the Union authorizing a voluntary dues deduction for the employee on a monthly basis and the amount of the authorized monthly deduction. If the amount once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received by the City from a duly authorized representative of the Union.

- b) At the time this Agreement takes effect, the Union will provide the City with a typed listing of the names of members of the Union who have authorized that monthly dues deductions be made, the amount of monthly dues deduction for each member, and the total monthly deduction for the entire membership. This listing shall be signed and dated by the authorized official of the Union. Thereafter, any changes for whatever reason in the typed listing as specified in this Section shall be reduced to writing by the Union, signed and dated by the authorized official of the Union and delivered to the City within seven (7) calendar days of such change.
- c) Semi-monthly dues deductions will be made on the first and second paydays after completion of a calendar month and shall apply to the preceding calendar month. Should any changes in the typed listing as specified in Section 1(b) occur during a calendar month and result in an employee being added to the bargaining unit, the dues deduction provisions of this Article shall not apply to the employee for the calendar month in which the change occurs, but shall apply to the following calendar month and thereafter until terminated. Should any changes in the typed listing as specified in Section 1(b) occur during a calendar month and result in an employee being removed from the bargaining unit, the dues deduction provision of this Article shall not apply for the calendar month in which the effective date of such termination occurs.
- d) If for any reason a deduction is not made on the pay days on which Union dues are to be deducted, a sufficient amount will be deducted on the first and second paydays of the first subsequent month in which the employee has sufficient funds to bring his deductions up to date.
- e) The Union shall furnish the name, title and address of the authorized person or organization to whom the monthly dues deduction payment shall be sent by the City.
- f) The City will forward payment of the total monthly dues deduction, but it shall not be responsible for reconciling individual member dues deductions.
- g) The City will provide dues deductions only for eligible employees covered by this Agreement.

Section 5.2

- a) Employees may enroll or not enroll in the Union as a personal choice and shall not be required to pay a fee of any kind to the Union should they choose not to join the Union. Employees may voluntarily authorize the deduction of a fee to be payable to the Union even if the employee chooses not to become a member of the Union. Such voluntary authorization by an employee will be processed by the City in a manner consistent with any other voluntary payroll deduction selected by an employee.

- b) The City's obligation to make dues deductions shall terminate automatically upon timely receipt of revocation of authorization from an employee or upon termination of employment of an employee or upon any other personnel action being taken which would remove an employee from a job classification covered by this Agreement.

Section 5.3

The City and the Union agree that if any legal challenge is made to the terms of Section 5.2, that both parties will defend its validity until there is a final judgment of the highest court or tribunal to which the matter may be pursued or a settlement that is acceptable to the City and the Union. The Union agrees that its counsel will be the lead counsel during any such litigation and the City agrees that its counsel will fully cooperate in such litigation.

ARTICLE VI MANAGEMENT RIGHTS

Section 6.1

Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the City, the City retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 15) terminate or eliminate all or any part of its work or facilities; and 16) require employees to maintain a medically acceptable physical fitness condition consistent with the duties and responsibilities of the position occupied.

Section 6.2

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the City in regard to the operation of its work and business and the direction of its workforce which the City 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 City and shall not be subject to the grievance procedure herein contained.

Section 6.3

The Union recognizes and agrees that the decision to privatize or subcontract services is at the sole discretion of the City. The City recognizes the interest of the Union in job retention and agrees that prior to any final long term decision about the decision to privatize or subcontract services (absent emergency situations) that will result in the layoff of the Union members, it will meet with the Union. The City will meet with the Union at least 45 days prior to any layoffs which are a direct result of the City's decision to privatize a service previously provided by members of the Union in order to afford the Union an opportunity to make an offer of a competitive alternative. If the City rejects the Union's offer and proceeds with privatizing the service, the City will submit the names of the affected employees to the private contractor for its consideration for employment.

ARTICLE VII UNION REPRESENTATION

Section 7.1

The bargaining committee of the Union will include not more than three (3) bargaining unit members who are employed by the City. When sessions take place for the purpose of collective bargaining at a time when such members are scheduled to be on duty, the three members shall be granted leave from duty with pay, at their straight time regular hourly rate, for attendance at collective bargaining sessions, except when in the sole judgment of the Department Head, such leave from duty will create a shortage of personnel on duty and in such case leave will not be granted. The bargaining committee of the Union may also include non-employee representatives of the Union, not more than three (3) in number. The Union will give to the City in writing the names of its authorized employee representatives on the bargaining committee who shall be empowered to negotiate on behalf of the Union. Substitutions made in the Union Bargaining Committee shall be promptly reported to the City in writing and, in any case, must be mutually agreed to by both parties prior to the attendance of the substitute at a collective bargaining session.

Section 7.2

The City shall not permit part-time employees, seasonal help or court help to perform tasks that involve the use of a CDL or heavy equipment. For purposes of this provision, heavy equipment means only the use of a back hoe, excavator, grader, bulldozer, street-sweeper, asphalt paver, grade-all, 2 big Case loaders, skid steer, trucks with a gross vehicle weight (GVW) of twenty-five thousand nine hundred and ninety-nine pounds (25,999 lbs.), and backhoe/loader combo.

Section 7.3

During snow removal operations, the City will schedule bargaining unit employees (excluding mechanics) to the fullest extent possible. The City may only use outside contractors or part-time employees to plow consistent with past practice.

Section 7.4

An employee shall not lose time performing Union representation functions. In the event a hearing or meeting is not completed during a steward's working hours, the hearing or meeting may be suspended by either party and shall be resumed on the following day or at a time and date to which the Union and the City mutually agree.

ARTICLE VIII CONTINUITY OF WORK

Section 8.1

The Union and members of the Union, individually and/or collectively, agree that during the life of this Agreement, they will not cause, encourage, participate in, or support any strike, boycotting, work stoppage, or slowdown against the City or other curtailment or restriction, interruption of or interference with the services, work and other normal functions of the City. Violation of this Section by a Union employee member or employee members shall be grounds for disciplinary action up to and including discharge.

Section 8.2

The Union and members of the Union, individually and/or collectively shall not engage in picketing for the purpose of discouraging City employees from performing their duties, interfering with normal City operations or otherwise hindering the effective delivery of City services. In the event that the Union or its members are considering the possibility of picketing for purposes other than those prohibited by this Section, the Union shall so notify the City Manager and a Labor-Management meeting shall be held if requested by either party either verbally or in writing, for the purpose of discussing and/or resolving any work-related problem(s). Violation of this Section by a Union employee member or employee members shall be grounds for disciplinary action up to and including discharge.

Section 8.3

In the event of violation of Section(s) 1 and/or 2 of this Article by the Union or any of its members, the Union shall cooperate with the City and shall actively discourage and endeavor to prevent or terminate any such action. In the event a violation occurs; the Union shall immediately notify all member employees that such action is prohibited and order all employees to return to work. Provided, however, that in the event of a strike officially sanctioned by the Union, the City shall have the right to withdraw recognition of the Union as the exclusive collective bargaining representative for employees in the bargaining unit as defined in Article I.

Section 8.4

The City agrees that there shall be no lockout of any member of the bargaining unit during the term of this Agreement.

ARTICLE IX GRIEVANCE PROCEDURE

Section 9.1

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable, so as to ensure efficiency and employee morale.

Section 9.2

For the purpose of this Agreement, the term "grievance" is defined as a disagreement between the City and an employee, or between the City and the Union concerning the interpretation, application or compliance with any provision of this Agreement. A grievance shall be resolved solely through the procedure specified in this Article. A grievance failing to cite a specific provision of this Agreement shall be denied.

Section 9.3

A grievance as defined herein may only be brought by employees in the bargaining unit. A grievance affecting more than one (1) employee in the bargaining unit in the same manner will be processed by no more than two (2) employees in the bargaining unit, one of whom may be a Union representative who is an employee of the City. However, when a grievance is brought by more than one employee in the bargaining unit, one member processing the grievance shall be an aggrieved employee. When a grievance affects only one (1) employee in the bargaining unit, the grievance shall be filed by such aggrieved employee.

Section 9.4

Grievances will be processed in the following manner and within the stated time limits:

Step 1. Any employee who believes he has a grievance shall reduce the grievance to writing, submit said grievance and discuss the grievance with his first level Supervisor outside of the bargaining unit within seven (7) calendar days of its occurrence or the employee's knowledge of its occurrence not to exceed fifteen (15) calendar days from the date of the occurrence. Such Supervisor shall use his best effort to resolve said grievance within ten (10) calendar days. If the employee does not submit a written grievance to and discuss the grievance with the Supervisor within seven (7) calendar days of its occurrence or the employee's knowledge of its occurrence not to exceed fifteen (15) calendar days from the date of the occurrence, it shall not be considered further unless both parties agree to extend the time period. The Supervisor will certify in writing that a written grievance was filed, a meeting was held, the date(s) of the filing and meeting, the nature of the grievance, and the Supervisor's response to the grievance. The aggrieved employee will be given a copy of this written response.

Step 2. If no agreement is reached with the decision of the Supervisor, the grievance shall be submitted, in writing, to the Department Head by the aggrieved employee or his employee bargaining unit representative, if represented, within seven (7) calendar days of receipt of the written decision by the Supervisor. Within ten (10) calendar days after the Department Head receives the grievance, he shall meet with the aggrieved employee and his employee bargaining unit representative, if represented. The Department Head will reply to the grievance in writing to the aggrieved employee and the City Manager within ten (10) calendar days from the date of such meeting.

Step 3. If no agreement is reached with the decision rendered by the Department Head, the grievance shall be submitted, in writing, to the City Manager by the aggrieved employee or his Union staff and/or employee bargaining unit representative, if represented, within seven (7) calendar days of receipt of the written decision of the Department Head. Within ten (10) calendar days after the City Manager receives the grievance, he or his designee shall meet with the aggrieved employee, Union staff and/or employee bargaining unit representative, if represented, and the Department Head. The City Manager or his designee will reply to the grievance in writing within fifteen (15) calendar days from the date of such meeting. The City Manager's or his designee's written reply will be given to the aggrieved employee and Union staff and/or employee bargaining unit representative, if represented.

Step 4. Arbitration

- a. In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived or having passed through the various steps by timely default of the City, then within the period necessary for the Local 860 Grievance Hearing Committee to meet after the rendering of the decision at Step 3 a period which shall not exceed thirty (30) days, or the timely default of the City at Step 3, the Union may submit the grievance to arbitration. Within this time period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will request a list of seven (7) arbitrators from the FMCS sub-regional pool. Once the list of seven (7) arbitrators is provided, the parties will alternately strike one name from the list until one (1) name remains who shall be designated the arbitrator to hear the grievance in question. The parties will designate making the first strike from the panel of arbitrators for each arbitration by utilizing a coin toss.
- b. 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.
- c. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

- d. The hearing or hearings shall be conducted pursuant to the Rules of Labor Arbitration of the American Arbitration Association.
- e. The fees and expenses of the arbitrator and the cost of the hearing rooms, if any, shall be borne by the party losing the grievance. 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.
- f. 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.
- g. The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedures herein contained.
- h. Within the time frame for advancing any matter to arbitration, the parties may mutually agree upon pursuing such matters through mediation prior to arbitration and under such terms and conditions to which the parties can agree. Should mediation be jointly agreed upon, then the deadline to advance a matter to arbitration shall be tolled until the conclusion of the mediation process.

Section 9.5

The City and Union shall each furnish its own grievance form which shall be made available at all worksites. Grievances shall be filed on the Union's grievance form. Responses by the City shall be made on the City's grievance form. Any grievance which is not filed on the appropriate form shall be denied.

Section 9.6

- a) Any decision not appealed by the employee or Union as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered by the City within the time limits specified in each step shall be considered automatically appealed to the next step.
- b) Time limits referred to in this grievance procedure may be extended by mutual written agreement of the Union and the City Manager or his designee.
- c) No matter or action shall be treated as a grievance unless a grievance is filed within seven (7) calendar days from the time of its occurrence or the employee's knowledge of its occurrence not to exceed fifteen (15) calendar days from the date of the occurrence as set forth in Step 1 of the grievance procedure.

- d) Grievances involving discharge, suspension and demotion shall be instituted at Step 3 of the grievance procedure, unless otherwise mutually agreed to by both parties.
- e) Only an employee covered by this agreement shall have the right to initiate a grievance. Neither the Union nor any staff representative of the Union shall have such right, nor shall any such grievance be entertained whether presented by a Union staff representative or otherwise. Any Union steward who is an employee of the City of Mentor may initiate a grievance on behalf of the membership as a whole when the entire bargaining unit is involved. Grievances filed by a city employed Union steward shall be termed a "class action grievance." Class action grievances filed by a city employed, Union steward shall follow the same guidelines and procedures as individual grievances.
- f) Not more than two (2) union representatives whether stewards or non-employee representatives, shall be permitted to attend any meeting at Step 2 or higher as set forth in the grievance procedure.
- g) Official grievance forms as specified in Section 5 relative to the fact that an employee has filed a grievance under provisions of this Article shall not be placed in the employee's official personnel file.

ARTICLE X LABOR-MANAGEMENT MEETINGS

Section 10.1

A Labor-Management Committee consisting of the City Manager, or his designee, and up to three (3) other members of management as selected by the City Manager, one (1) non- employee member of the Union, and up to three (3) members of the Union Negotiating Committee shall meet once every other month if requested in writing by either party for the purpose of discussing and/or resolving any work-related problem(s). The written request shall state the nature of the work-related problem(s) to be discussed, and the other party may add items to the original request and forward same in writing to the original requesting party at least five (5) working days prior to the meeting. Discussion shall be limited to matters set forth in the request and other matters mutually agreed to by the parties, but it is understood that these meetings shall not be used to renegotiate this Agreement or for the purpose of resolving grievances.

Labor-Management meetings shall be held within ten (10) working days of the receipt of the original written request and shall be held between 7:00 a.m. and 3:30 p.m. at a time and place designated by the City Manager. Within ten (10) working days after such meeting, unless otherwise agreed to by the parties, each party shall submit to the other a written response to any matter which may be agreed upon during the Labor-Management meeting.

Section 10.2

If the City acquires new equipment which utilizes significantly different and more advanced technology than any previous equipment used by members of the bargaining unit, the City agrees to discuss the situation in a Labor-Management meeting.

Section 10.3

Members of the Union's Negotiating Committee authorized to represent the Union at Labor-Management meetings will be paid by the City for time spent in Labor Management meetings, but only at the straight time regular hourly rate for the straight time hours they would otherwise have worked on their regular work schedule.

Section 10.4

One professional Union staff member, upon receiving City approval, shall be permitted in a City facility or worksite once each calendar month for the purpose of discussing with up to three (3) stewards of the Union matters of concern to the membership excluding investigation of official grievances, unless such meeting conflicts with scheduled work requirements or unscheduled emergency work requirements. Such meetings shall be held at the end of a normal workday and shall last for a period not to exceed ninety (90) minutes. In order to enter a City facility or worksite, such Union staff member must request and receive approval from the Department Head or his designee at least twenty-four (24) hours in advance of the meeting. All meetings shall be held in an area designated by the City. A telephone shall be made available for local non-toll calls.

ARTICLE XI SEPARATION AND DISCIPLINARY ACTION

Section 11.1

No employee shall be suspended, demoted or dismissed except for just cause. Whenever, and due to circumstances within the employee's control, employee performance, attitude, work habits or personal conduct at any time fall below a desirable level, Management shall inform him promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating a disciplinary action. If disciplinary action is necessary, the City will make every reasonable effort to initiate disciplinary action within thirty (30) days' notification of an event upon which discipline is based. The City believes in the principle of progressive discipline; however, in some instances a specific incident may justify immediate and/or severe disciplinary action in and of itself.

An employee who is the subject of a disciplinary investigation shall have the right to Union representation during any disciplinary interrogation and when being served with any formal notice of disciplinary action

Section 11.2 Oral Warning and Written Reprimand

In cases of oral warnings, a written record of such oral warning shall become a part of the employee's personnel file and two copies shall be given to the employee. In situations where an oral warning has not resulted in expected improvements, or where more severe initial action is warranted and a written reprimand is given, two copies of such written reprimand shall be given to the employee and a copy shall be placed in the employee's personnel file.

Items pertaining to sickness and tardiness, when included with disciplinary action, will be retained within personnel files subject to guidelines established by Article XI, Section 4.

Section 11.3 Suspension, Dismissal or Demotion

An employee may be suspended for reasons specified in this Section. A Department Head, with the approval of the City Manager, may dismiss or demote an employee for reasons specified in this Section. Reasons for suspension, dismissal or demotion are as follows:

1. Activities prohibited by the City Charter, City ordinance or applicable provisions of this Agreement.
2. Failure to meet prescribed rules and standards of work.
3. Theft, careless destruction or unauthorized use of City equipment, materials or property.
4. Incompetence, inefficiency or negligence in the performance of duty.
5. Insubordination toward a supervisor.
6. Unwillingness or inability to perform normal quality or quantity of work.
7. Conviction of a criminal offense excluding minor misdemeanors.
8. Discourteous treatment of the public.
9. Unauthorized absence or abuse of leave privileges.
10. Fraudulently obtaining sick, injury or special leave.
11. Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his duties.
12. Dishonesty, drunkenness, recklessness on the job, habitual tardiness, misconduct and attributes which constitute an unwholesome influence on other employees.
13. Falsification of records or use of official position for personal advantage.
14. Immoral, unethical, notoriously disgraceful, or any other action of personal conduct affecting or impairing the efficiency of the City service or that which may bring the City into disrepute.
15. Any other acts of misfeasance, malfeasance or nonfeasance during employment.

Section 11.4

In cases of disciplinary action resulting in dismissal, demotion, or suspension without pay, the City Manager or his designee shall give notice to the employee within seven (7) calendar days of such dismissal, demotion or suspension. Such written notice shall become a part of the employee's personnel file. In imposing any discipline on a current charge, the City will not take into account any oral or written reprimands which occurred more than eighteen (18) months previously, provided the employee is not subjected to a written reprimand, suspension or more severe disciplinary action during this eighteen (18) month period. Further, the City will not take into account any suspension or demotion which occurred more than three (3) years previously, provided the employee is not subjected to a written reprimand, suspension or more severe disciplinary action during this three (3) year period.

Section 11.5

Any employee subject to disciplinary action leading to suspension, dismissal or demotion shall have the right to request a hearing before the City Manager or his designee. Such request shall be made in writing by the employee to the City Manager within seven (7) calendar days of notice of disciplinary action. The City Manager or his designee shall hold such hearing within ten (10) calendar days of his receipt of such written request. The hearing will be informal in nature with the employee, Union representative(s) (up to two stewards may be present so long as no delay to the hearing occurs because of the stewards' unavailability in scheduling) and staff representative, if requested by the employee, and the Department Head present. Such hearing shall be closed to the public, including the press, unless it is mutually agreed by the parties that it be an open hearing, or unless it is determined by the City Law Director that such closed hearing is a violation of State Law. The City Manager or his designee shall render his decision within fifteen (15) calendar days after the conclusion of the hearing. The City Manager or his designee may uphold, increase or reduce the severity of punishment, should this, in his judgment, be warranted. If the employee is not satisfied with the decision of the City Manager or his designee in cases resulting in dismissal, demotion, or suspension of more than three (3) working days, the employee may request the Union to appeal the disciplinary action to arbitration in accordance with Step 5 of the grievance procedure. The parties agree that any disciplinary action resulting in suspension of three (3) working days or less may not be appealed to arbitration in accordance with provisions of Step 5 of the grievance procedure.

Section 11.6

The first level Supervisor outside the bargaining unit and the Department Head shall be responsible for evaluating an employee's performance. The employee shall be given an opportunity to examine all evaluations and discuss the findings with the Supervisor. After consultation with the employee, the performance evaluation form shall be signed by the employee, the first level Supervisor outside the bargaining unit and Department Head and forwarded to the City Manager's office for review and filing in the employee's personnel file. Provisions of this Section shall apply only to regular full-time non-probationary employees. Any comments on the performance evaluation form added by the City after the employee's signature shall be invalid.

Section 11.7

An employee will lose all seniority and continuous employment with the City if such employment is interrupted for any of the following reasons:

1. He quits or retires.
2. He is discharged for just cause.
3. He is absent for three (3) consecutive working days without notifying the City.
4. He fails to return to work at the end of an approved leave of absence.
5. He fails to return to work from layoff within ten (10) working days from date of recall.
6. He accepts other employment during an approved leave of absence without prior approval from the City.
7. He obtains a leave of absence by false or misleading statement.
8. His layoff is continuous for a period of twenty-four (24) consecutive months.

Section 11.8

The City shall maintain a roster of employees arranged according to seniority as herein defined showing name, position, class and seniority date, and shall furnish a copy to the Union once each year.

ARTICLE XII PROBATIONARY PERIOD AND SENIORITY

Section 12.1

All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the City shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable to the City Manager or any grievance or arbitration procedure contained herein.

Section 12.2

All newly promoted employees shall be required to serve a promotional probationary period of six (6) months. During such period the City shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall not be appealable through the City Manager or any grievance or appeal procedure contained herein. However, such employee shall retain, during the probationary period, all other rights covered by this Agreement and shall have the right to return to his previous appointment without loss of seniority in such previous appointment if the City Manager decides to remove him from the promotional appointment during the probationary period because the employee does not meet the required work standards or because the position is abolished.

Section 12.3

If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of Section 1.

Section 12.4

Length of continuous employment means uninterrupted continuous regular full-time employment in a position classification within the bargaining unit from the date of employment or from the date of re-employment. Continuous employment as herein defined shall govern seniority which shall apply to vacation scheduling, holiday scheduling and personal leave requests.

Section 12.5

Approved leaves of absence, with or without pay of thirty (30) days or less duration, shall not interrupt continuous employment and shall not be deducted from total employment time.

Section 12.6

Full-time employees are eligible for promotion to any bargaining unit position.

ARTICLE XIII LAYOFF AND RECALL

Section 13.1

Whenever it becomes necessary through lack of work, lack of funds or abolition of positions because of changes in organization to reduce the work force, such reduction in the work force shall be made in accordance with the provisions of this Article. Should a reduction in the work force become necessary, the City shall notify the Union prior to notification of the affected employee(s) as specified in Section 2 of this Article.

Section 13.2

In the event of a layoff, the City shall determine in which classification(s) within the bargaining unit the layoff should occur and the number of employees to be laid off. Except as provided in Section 6, the selection of employees for layoff shall be based upon seniority within the bargaining unit. The City shall apply the following order of layoff and shall lay off employees within the position classification(s) in the bargaining unit in the following order:

1. Part-time or temporary employees.
2. Regular full-time employees who have not completed their initial probationary period.
3. Regular full-time employees who have completed their initial probationary period.

Notification of layoffs shall be issued by the City to the affected employee(s) at least fourteen (14) calendar days prior to the effective date of such layoff. Notification shall either be by hand delivery at work or by certified mail to the employee's last known address.

NOTE: With the merger of the Parks Department into the Public Works Department, employee seniority will be determined by the length of an employee's uninterrupted service with the City. Accordingly, with the execution of this Agreement, all bargaining unit employee seniority will be set forth on a single master list.

Section 13.3

Seniority for the purposes of layoff shall be defined as the total length of continuous, uninterrupted service as a regular full-time employee within a position classification in the bargaining unit. A layoff of an employee lasting less than thirty-one (31) days shall not constitute a break in continuous service for purposes of determining seniority. An employee scheduled for layoff may, if he so desires, replace an employee with less seniority in a lower position classification within the bargaining unit provided the employee qualifies for the lower position classification and has greater total job seniority in the bargaining unit than the employee he replaces. Such employee's rate of pay in the lower classification shall be that rate which is nearest his current base rate but in no case shall the regular base rate of the employee's pay exceed the maximum base rate of the classification to which the employee is assigned.

Section 13.4

- a) Laid-off employees, within classifications, with the most seniority shall be recalled first. And no new employee shall be hired in those classifications until all laid-off employees in those classifications have been given the opportunity to return to work within ten (10) calendar days of written notification. Such written notice shall be deemed to have been given when the notice has been sent by certified mail to the employee's last known address.
- b) Within the ten (10) calendar day period specified in this Section, the employee must advise the City Manager in writing that he accepts re-employment and will be able to commence employment on the date specified in the notice. The City may require, at its discretion, that an employee undergo and pass a medical examination at the City's expense prior to being accepted for re-employment under provisions of this Article.
- c) An employee who declines recall, or who in the absence of extenuating circumstances approved by the City Manager fails to respond as directed within the time allowed, shall be presumed to have resigned and shall forfeit any and all re-employment rights.
- d) An employee shall retain rights to re-employment subject to the provisions of this Article for a period of one (1) year commencing with the effective date of the layoff.

Section 13.5

In the event of a reduction in the work force, the City shall make the effort to retain an employee affected by such reductions in the work force in a position for which he is qualified at a rate of pay which is nearest his current base rate, but in no case shall the regular base rate of the employee's pay exceed the maximum base rate of the classification to which the employee is assigned.

Section 13.6

A regular full-time employee may voluntarily request a layoff. Such request shall be made in writing to the City Manager and a copy sent to the Union. The City Manager shall make the final decision on such voluntary request for layoff and, if said request is made, need not consider the seniority of the affected employee.

ARTICLE XIV VACANCIES, TRANSFER, DEMOTION AND PROMOTION

Section 14.1

All vacancies and new positions in the bargaining unit (except for entry level positions) shall be posted for a period of five (5) working days on a bulletin board accessible to employees, prior to any action taken by the City to permanently fill such vacancies or new positions. Entry level vacancies and entry level new positions shall be posted on a bulletin board accessible to employees simultaneously with any action taken by the City to fill such vacancies or new positions. For purposes of this Agreement, entry level position shall mean the position classifications within the bargaining unit of Maintenance Worker, and Mechanic I.

Section 14.2

- a) A transfer shall mean a change from one position to a similar position with the same rate of pay in another division within the bargaining unit.
- b) A regular full-time employee may be temporarily transferred within the bargaining unit for a period not to exceed ninety (90) calendar days during any calendar year. A temporary transfer shall also be not less than three (3) hours in an eight (8) hour work day.
- c) A Department Head, with the approval of the City Manager, may permanently transfer a regular full-time employee from his position to a similar position in another division within the bargaining unit in the event that such transfer is requested in writing by the employee or when the City Manager determines that it becomes necessary to do so due to lack of work, lack of funds or abolition of positions because of changes in organization. For purposes of this Section, a permanent transfer is any transfer except as provided in Section 2(b) of this Article.
- d) In the event that an employee does not agree to be permanently transferred, as specified in Section 2(c) of this Article, the Department Head may request that a qualified regular full-time employee having less seniority than such employee within the position classification required accept such permanent transfer. In the event that no qualified regular full-time employee within the position classification required is willing to accept such permanent transfer, the least senior employee on active work status within the position classification required will be obligated to accept such permanent transfer.
- e) An employee subject to disciplinary action or disciplined for unwillingness or inability to perform normal quality or quantity of work commensurate with the job requirements of his position may be permanently transferred if the City Manager determines that such transfer would be for the good of the service after reviewing the employee's performance evaluation.

Section 14.3

A Department Head, with the approval of the City Manager, may demote an employee to a position with a lower rate of pay for which he is qualified for any of the following reasons:

1. When an employee would otherwise be laid off because of his position being abolished; his position being reclassified to a lower rate of pay; because of lack of work; because of lack of funds; or because of return to work from authorized leave of another employee to such position.
2. When the employee demonstrates a physical or mental inability to perform the normal quantity or quality of work.
3. As a result of disciplinary action as specified in Article VIII, Separation and Disciplinary Action; or when removed during promotional probationary periods.
4. When an employee voluntarily requests such demotion. An employee who is to be demoted shall be notified in writing within seven (7) calendar days prior to such demotion. In cases where the City determines that there is need for the demotion of a regular full-time employee, the City shall give consideration to the reassignment of such employee into a position classification for which he is qualified at a rate of pay which is nearest his current base rate, but in no case shall the regular base rate of the employee's pay exceed the maximum base rate of the classification to which the employee is assigned.

Section 14.4

The City is committed to the concept of advancement within the service through promotional opportunities which shall be open to all regular full-time employees who meet the necessary requirements as determined by the official City job specification and the City Manager. The City retains the sole right to determine whether a vacancy exists and whether the City chooses to fill such a vacancy.

- a) Advancement within the service through promotion shall be based upon competitive process as determined by the City Manager or his designee. The promotional process shall be restricted to one hundred (100) points. The City maintains the right to structure the distribution of the one hundred (100) points based upon the position for which the test is being given. Components of the test may include a written examination, an equipment/maintenance evaluation, an oral review, and a director's review that will count for no more than 10 points. Promotions shall be made within sixty (60) calendar days following the close of the application period unless otherwise agreed to by the City and the Union. Applicants taking competitive promotional examinations who receive a passing grade shall receive credit for seniority, amounting to 1/2 point for each full year of continuous uninterrupted service as a regular full-time employee with the City up to and including the 10th year. The City shall insure the integrity of the testing process by

installing a proctor at the examination location and ensuring no outside written materials are utilized unless other persons have access to the same written materials.

- b) If two or more regular full-time employee applicants are equally qualified for a position within the bargaining unit as determined by their rating on competitive examination(s) and credit for seniority, the employee with the highest seniority shall be selected. For purposes of this Section, seniority shall be defined as the total length of continuous, uninterrupted service as a regular full-time employee with the City.
- c) If, in the opinion of the City Manager, as evidenced by the employee's performance evaluation report, a promoted employee proves unable to perform the required work in a position within the bargaining unit within a probationary period of six (6) months, he shall be returned to his former position.
- d) When the City Manager determines that there are no qualified employees available from within the bargaining unit, he may consider outside applicants.

Section 14.5

Temporary assignments to work in a higher position classification in the bargaining unit, as approved by the department head or his designee, shall not exceed sixty (60) consecutive days. To continue temporarily assigning the bargaining unit member to perform the work in the higher classification beyond ninety (90) days, the City Manager, or his designee, must temporarily promote the bargaining unit member as provided below.

When an employee is qualified for, and is temporarily assigned to work in a higher position classification in the bargaining unit, he shall receive added compensation in accordance with the flat rate pay upgrade schedule as listed below.

If a Crew Leader is absent and the crew is performing typical crew duties, the City shall provide step-up pay to the person with the most seniority in the next lowest classification on the crew. For purposes of this provision, the term "crew" shall mean a group of employees that traditionally performs a particular function with a Crew Leader.

Employees who are temporarily transferred into another division within the department but maintain the same position classification shall receive no additional compensation for the work performed while transferred.

Effective upon the execution of this Agreement, the following flat-rate upgrade pay shall be utilized:

- | | |
|--------|---|
| \$.65 | Per hour if employee qualifies for the upgraded pay and is working in a temporary position which is one (1) step above his permanent position. |
| \$1.15 | Per hour if employee qualifies for the upgraded pay and is working in a temporary position which is two (2) steps above his permanent position. |

\$1.65 Per hour if employee qualifies for the upgraded pay and is working in a temporary position which is three (3) steps or more above his permanent position.

An employee shall receive the upgraded pay (for the entire day) for any work day in which he works two (2) or more hours in the higher classification, as approved by the Department Head or his designee.

Emergency or temporary promotion of a regular full-time employee to a higher position classification within the bargaining unit may be made by the City Manager for a period not to exceed one-hundred-eighty (180) calendar days. A regular full-time employee who is temporarily promoted as specified herein shall receive added compensation at the rate of pay equivalent to the first salary step in the pay grade of the higher position classification which is higher than the employee's regular base rate of pay from the effective date of such emergency or temporary promotion until the emergency or temporary promotion terminates.

Section 14.6

When a bargaining unit employee is assigned to fill the position in the absence of a non-bargaining unit supervisor, such employee shall receive an additional \$3.50 per hour for each hour actually worked in such non-bargaining unit supervisory position.

ARTICLE XV RATES OF PAY

Section 15.1

The Union acknowledges that the City will freeze hiring into the positions of Parks Crew Leader, Parks Operator 2, Parks Operator 1 and Groundskeeper. Accordingly, as of the date the parties execute this Agreement, the City will not place any new employees in or promote any current employees to vacancies in these positions. Current employees holding these positions on that date will not be forced to move into another position. However, such employees who obtain a commercial driver's license ("CDL") under the provisions of Section 35.2 or otherwise, will receive, in addition to the wage for the position they hold, the difference between their position's wage and the positions set forth below according to the following schedule:

Parks Crew Leader	→	Crew Leader
Parks Operator 2	→	Equipment Operator 3
Parks Operator 1	→	Equipment Operator 2
Groundskeeper	→	Maintenance Worker

Section 15.1

A. Effective March 31, 2020, each employee shall receive a 2.00% wage increase and be paid at a base pay rate in accordance with the following schedule retroactive for employees employed upon ratification.

2020		Starting Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Crew Leader	Bi-weekly Annual		2,443.73 63,536.98	2,532.12 65,835.12	2,626.49 68,288.74			
Groundskeeper	Bi-weekly Annual		1,870.36 48,629.36	1,955.89 50,853.14	1,998.65 51,964.90	2,079.67 54,071.42	2,200.16 57,204.16	
Equipment Operator I	Bi-weekly Annual		1,979.42 51,464.92	2,064.92 53,687.92	2,109.12 54,837.12	2,188.74 56,907.24	2,306.65 59,972.90	
Equip. Operator II	Bi-weekly Annual		2,129.78 55,374.28	2,203.47 57,290.22	2,283.07 59,359.82	2,361.20 61,391.20		
Equip. Operator III	Bi-weekly Annual		2,283.06 59,359.56	2,361.20 61,391.20	2,443.73 63,536.98	2,532.12 65,835.12		
Maintenance Worker	Bi-weekly Annual	1,699.24 44,180.24	1,888.05 49,089.30	1,975.01 51,350.26	2,017.75 52,461.50	2,098.84 54,569.84	2,218.19 57,672.94	
Mechanic I	Bi-weekly Annual	1,891.61 49,181.86	2,101.78 54,646.28	2,203.48 57,290.48	2,283.06 59,359.56	2,361.20 61,391.20		
Mechanic II	Bi-weekly Annual		2,283.06 59,359.56	2,386.06 62,037.56	2,493.41 64,828.66	2,608.07 67,809.82	2,741.28 71,273.28	
Parks Crew Leader	Bi-weekly Annual		2,429.00 63,154.00	2,515.93 65,414.18	2,610.27 67,867.02			
Parks Operator I	Bi-weekly Annual		2,112.08 54,914.08	2,184.32 56,792.32	2,262.42 58,822.92	2,342.01 60,892.26		
Parks Operator II	Bi-weekly Annual		2,262.42 58,822.92	2,342.01 60,892.26	2,429.00 63,154.00	2,515.93 65,414.18		
Traffic Maint. Crew Ldr.	Bi-weekly Annual		2,443.73 63,536.98	2,532.12 65,835.12	2,626.49 68,288.74			
Traffic Signal Tech.	Bi-weekly Annual	2,054.76 53,423.76	2,283.06 59,359.56	2,361.20 61,391.20	2,443.73 63,536.98	2,532.12 65,835.12		
Welder II	Bi-weekly Annual	2,054.76 53,423.76	2,283.06 59,359.56	2,386.06 62,037.56	2,493.41 64,828.66	2,608.07 67,809.82	2,741.28 71,273.28	

B. Effective March 31, 2021, each employee shall receive a 2.50% wage increase and be paid at a base pay rate in accordance with the following schedule retroactive for employees employed upon ratification.

2021		Starting Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Crew Leader	Bi-weekly		2,504.82	2,595.42	2,692.15			
	Annual		65,125.32	67,480.92	69,995.90			
Groundskeeper	Bi-weekly		1,917.12	2,004.79	2,048.62	2,131.66	2,255.16	
	Annual		49,845.12	52,124.54	53,264.12	55,423.16	58,634.16	
Equipment Operator I	Bi-weekly		2,028.91	2,116.54	2,161.85	2,243.46	2,364.32	
	Annual		52,751.66	55,030.04	56,208.10	58,329.96	61,472.32	
Equip. Operator II	Bi-weekly		2,183.02	2,258.56	2,340.15	2,420.23		
	Annual		56,758.52	58,722.56	60,843.90	62,925.98		
Equip. Operator III	Bi-weekly		2,340.14	2,420.23	2,504.82	2,595.42		
	Annual		60,843.64	62,925.98	65,125.32	67,480.92		
Maintenance Worker	Bi-weekly	1,741.72	1,935.25	2,024.39	2,068.19	2,151.31	2,273.64	
	Annual	45,284.72	50,316.50	52,634.39	53,772.94	55,934.06	59,114.64	
Mechanic I	Bi-weekly	1,938.90	2,154.32	2,258.57	2,340.14	2,420.23		
	Annual	50,411.40	56,012.32	58,722.82	60,843.64	62,925.98		
Mechanic II	Bi-weekly		2,340.14	2,445.71	2,555.75	2,673.27	2,809.81	
	Annual		60,843.64	63,588.46	66,449.50	69,505.02	73,055.06	
Parks Crew Leader	Bi-weekly		2,489.73	2,578.83	2,675.53			
	Annual		64,732.98	67,049.58	69,563.78			
Parks Operator I	Bi-weekly		2,164.88	2,238.93	2,318.98	2,400.56		
	Annual		56,286.88	58,212.18	60,293.48	62,414.56		
Parks Operator II	Bi-weekly		2,318.98	2,400.56	2,489.73	2,578.83		
	Annual		60,293.48	62,414.56	64,732.98	67,049.58		
Traffic Maint. Crew Ldr.	Bi-weekly		2,504.82	2,595.42	2,692.15			
	Annual		65,125.32	67,480.92	69,995.90			
Traffic Signal Tech.	Bi-weekly	2,106.13	2,340.14	2,420.23	2,504.82	2,595.42		
	Annual	54,759.38	60,843.64	62,925.98	65,125.32	67,480.92		
Welder II	Bi-weekly	2,106.13	2,340.14	2,445.71	2,555.75	2,673.27	2,809.81	
	Annual	54,759.38	60,843.64	63,588.46	66,449.50	69,505.02	73,055.06	

C. Effective March 31, 2022, each employee shall receive a 2.50% wage increase and be paid at a base pay rate in accordance with the following schedule.

2022		Starting Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Crew Leader	Bi-weekly Annual		2,567.44 66,753.44	2,660.31 69,168.06	2,759.45 71,745.70			
Groundskeeper	Bi-weekly Annual		1,965.05 51,091.30	2,054.91 53,427.66	2,099.84 54,595.84	2,184.95 56,808.70	2,311.54 60,100.04	
Equipment Operator I	Bi-weekly Annual		2,079.63 54,070.38	2,169.45 56,405.70	2,215.90 57,613.40	2,299.55 59,788.30	2,423.43 63,009.18	
Equip. Operator II	Bi-weekly Annual		2,237.60 58,177.60	2,315.02 60,190.52	2,398.65 62,364.90	2,480.74 64,499.24		
Equip. Operator III	Bi-weekly Annual		2,398.64 62,364.64	2,480.74 64,499.24	2,567.44 66,753.44	2,660.31 69,168.06		
Maintenance Worker	Bi-weekly Annual	1,785.26 46,416.76	1,983.63 51,574.38	2,075.00 53,950.00	2,119.89 55,117.14	2,205.09 57,332.34	2,330.48 60,592.48	
Mechanic I	Bi-weekly Annual	1,987.37 51,671.62	2,208.18 57,412.68	2,315.03 60,190.78	2,398.64 62,364.64	2,480.74 64,499.24		
Mechanic II	Bi-weekly Annual		2,398.64 62,364.64	2,506.85 65,178.10	2,619.64 68,110.64	2,740.10 71,242.60	2,880.06 74,881.56	
Parks Crew Leader	Bi-weekly Annual		2,551.97 66,351.22	2,643.30 68,725.80	2,742.42 71,302.92			
Parks Operator I	Bi-weekly Annual		2,219.00 57,694.00	2,294.90 59,667.40	2,376.95 61,800.70	2,460.57 63,974.82		
Parks Operator II	Bi-weekly Annual		2,376.95 61,800.70	2,460.57 63,974.82	2,551.97 66,351.22	2,643.30 68,725.80		
Traffic Maint. Crew Ldr.	Bi-weekly Annual		2,567.44 66,753.44	2,660.31 69,168.06	2,759.45 71,745.70			
Traffic Signal Tech.	Bi-weekly Annual	2,158.78 56,128.28	2,398.64 62,364.64	2,480.74 64,499.24	2,567.44 66,753.44	2,660.31 69,168.06		
Welder II	Bi-weekly Annual	2,158.78 56,128.28	2,398.64 62,364.64	2,506.85 65,178.10	2,619.64 68,110.64	2,740.10 71,242.60	2,880.06 74,881.56	

Section 15.2

Original appointment to any position shall be made at the lowest step within the salary grade; however, the City Manager may make an appointment above the lowest step based on an employee's qualifications and experience over and above the minimum qualifications specified in the class. An employee in original appointment to any position classification within the bargaining unit will be considered for a pay increase to the next step in the pay grade after successfully completing twelve (12) months of satisfactory work performance, as measured by his performance evaluation. Thereafter, raises will be every twelve (12) months until the highest step within the pay grade for his position classification is reached. Such salary step increase shall only be granted if satisfactory performance is achieved as measured by his performance evaluation. All salary step increases shall commence with the first day of the bi-weekly pay period coinciding with or following the employee's anniversary date.

Section 15.3

A regular full-time employee who is promoted to a position classification within the bargaining unit in a higher pay grade will initially be paid at the first salary step in the new grade which is higher than the salary received before the promotion. An employee in promotional appointment to a position classification within the bargaining unit will be considered for a pay increase to the next step in the pay grade after successfully completing the six (6) month probationary period, as measured by his performance evaluation. After successfully completing one (1) year of service in such promotional appointment as measured by his performance evaluation, an employee promoted to a position classification within the bargaining unit will be advanced to the next step in the pay grade. Each year thereafter, an employee who has not already attained the highest step within the pay grade for his class shall be advanced to the next step in the pay grade until the highest step in the pay grade has been reached. The City shall pay step promotional pay within sixty (60) days of the City Manager's approval of the advancement to the next pay grade. Such salary step increase shall only be granted if satisfactory performance is achieved as measured by his performance evaluation. All salary step increases shall commence with the first day of the bi-weekly pay period coinciding with or following the employee's anniversary date.

Section 15.4

When an employee returns to duty in the same class or position after separation from City employment of not more than one (1) year, providing his separation was not for cause, he shall receive the rate of pay corresponding to the rate received at the time of separation, subject to the approval of the City Manager.

Section 15.5

An employee who leaves City employment to enter active service in the Armed Forces of the United States, who returns directly to the City upon separation and within the time period set forth by USERRA and who is reinstated to his previous position shall be entitled to receive compensation at the rate of pay to which he would have been entitled had his employment with the City not been interrupted by service in the armed forces.

Section 15.6

Whenever any employee reaches the maximum rate of pay in his position classification this will be his maximum rate with the exception of longevity until such time as he may be promoted to a higher classification or until the pay rates are changed in accordance with this Agreement.

Section 15.7

The compensation period for all regular full-time employees shall be on a bi-weekly basis. In cases where an employee is hired or terminates employment with the City between pay periods, compensation will be at the hourly rate in which they are placed, or are working, multiplied by the number of hours worked to the beginning of the next pay period or the termination of employment whichever is applicable.

Section 15.8

An employee has the right to the presence of a Union steward when reviewing his performance evaluation with management only when the evaluation will determine whether the employee receives a salary step increase. Performance evaluation reviews will be scheduled during the regular working hours of the reviewed employee and the attending steward. Under no circumstances will a steward receive additional or overtime pay for attending a performance evaluation review. However, if no steward is working at the time of the review or is available to attend due to operational commitments, the review will be rescheduled at the City's discretion for a date when a steward is available. While attending a performance evaluation review, a Union steward's presence is for the sole purpose of observation and he will neither discuss nor contest the contents of the evaluation during the review.

Section 15.9

The City shall remit all compensation through direct deposit.

ARTICLE XVI HOURS OF WORK AND OVERTIME

Section 16.1 Hours of Work

The normal work week for regular full-time employees shall consist of forty (40) hours per week, excluding meal periods. The foregoing does not guarantee any minimum number of hours or days of work that may be required. Employees shall be notified of any changes in the work schedule five (5) calendar days in advance of such change, except when unforeseen and/or emergency situations prohibit the City from giving such notice. Employees shall punch in/out on the time clock before starting and/or completing their daily assignment.

Section 16.2 Overtime-Definition and Regulations

- a) Overtime shall consist of authorized work actually performed in excess of the scheduled workday consisting of eight (8) hours, not including meal periods.
- b) All overtime must be authorized by a Supervisor outside the bargaining unit.
- c) An employee shall notify his immediate Supervisor outside the bargaining unit how he may be contacted in the event that overtime work assignments should arise.
- d) Overtime assignments shall fall into one of the following categories:

1. Non-Emergency Overtime

This is overtime of a routine or casual nature; the employee is free to accept or decline this type of overtime assignment at his discretion. However, in the event that insufficient numbers of employees volunteer for this type of overtime, the employees in the position classifications required within a division with the least amount of seniority will be required and obligated to perform such work unless excused by a Supervisor outside the bargaining unit.

2. Emergency Overtime

This is overtime required to protect the immediate health, safety and welfare of the citizens of Mentor as determined by the City Manager or his authorized representative. Examples of emergency overtime include, but are not limited to, overtime necessitated by snow and ice storms, flooding, wind storms and other natural or community disasters. Emergency overtime assignments shall be handled in the following manner:

- a. The City will post a call out list which will consist of all eligible employees of the department and/or division personnel in a rotational sequence. Management reserves the right to adjust this list on an annual basis. Employees who are on call are required to accept all overtime assignments unless specific extenuating circumstances prevent them from doing so and they are excused by the Department Head or his designee. Failure to respond to or to be available for an acceptable level of call outs will be grounds for progressive discipline.
- b. Employees on the callout list may designate substitutes to take their place if said substitutes possess comparable skills to the employees and if said substitutes notify the immediate Supervisor outside the bargaining unit of their willingness to accept the trades.
- c. If use of the posted callout lists fails to produce sufficient employees to meet the necessary job assignments, as determined by the Department Head, additional employees will be called in beginning with the least senior employees from the remainder of the list.

- d. A regular full-time employee shall not be eligible to use sick leave unless authorized by a Supervisor outside the bargaining unit if, due to overtime work, such employee is unable to report to work on his next regularly scheduled work shift following the performance of such overtime work.
- e. The Union and employees in the bargaining unit recognize the necessity to protect the health, safety and welfare of the citizens of Mentor in an efficient and timely manner during "emergency conditions" as discussed above. The Union and the employees in the bargaining unit agree not to cause, encourage or participate in any concerted effort not to work overtime.

Section 16.3 Rate of Overtime Pay

- a. Overtime work shall be paid at the rate of time and one-half a regular full-time employee's regular base rate of pay for authorized overtime actually performed.
- b. A regular full-time employee called back to work at a time other than his scheduled work shift, after checking out and leaving the premises of the Department of Public Works, or Department of Parks, Recreation and Public Lands shall be credited with a minimum of three (3) hours at his regular hourly rate, or with the actual hours worked at one and one-half (1-1/2) times his hourly rate, whichever is greater, unless such time shall be contiguous with his scheduled work shift in which case the employee shall only be paid for the actual hours worked at his overtime rate of pay. No compensation for scheduled call back will be made unless actual call backs occur at which time employees called back to work after their regularly scheduled work shift shall be paid as specified in this Section from the time they report to work.
- c. For the purpose of computing overtime, a regular full-time employee absent on authorized leave with pay shall be considered to have worked during such absence. A regular full-time employee on unauthorized or unpaid leave shall not be considered to have worked during such absence for purposes of computing overtime.
- d. During overtime work of four (4) hours or more actually performed, employees will receive a paid meal period as scheduled by the City of one-half (1/2) hour if employed during the meal hours of 6: 00 p.m., 12: 00 midnight, 6:00 a.m., and/or 12: 00 noon.
- e. A regular full-time employee shall be paid one and one-half (1-1/2) times his base hourly rate for all hours worked on Saturday and Sunday except for employees whose regular work schedule includes Saturday and Sunday.
- f. Except as specified in subsection (g) below, a regular full-time employee working on an official holiday as specified in Article XXII, Holidays, of this Agreement shall be paid at one and one-half (1-1/2) times his base hourly rate for all authorized hours actually worked, in addition to holiday pay for which he may be eligible.

- g. A regular full-time employee working on Thanksgiving, December 25th or January 1st shall be paid at two (2) times his base hourly rate for all authorized hours actually worked, in addition to holiday pay for which he may be eligible.
- h. A rider shall not be required during the operation of a City vehicle unless the presence of such rider is determined to be necessary by a Supervisor outside of the bargaining unit.
- i. There shall be no pyramiding of overtime. When an employee's compensation is subject to more than one applicable overtime rate, the employee shall receive only the highest applicable rate for those hours.
- j. The City shall make a good faith attempt to provide employees with two (2) hours advance notice of the necessity to work overtime.

Section 16.4 Distribution of Overtime

- a. So far as practical without reducing efficiency or work performance, the City will attempt to distribute overtime among employees for routine overtime within a division. If an employee is scheduled for or offered overtime and does not avail himself of the opportunity to work, such overtime will be counted in the overall consideration of overtime opportunities.

For the purposes of this Section only, if an employee is off work due to sickness or injury, any overtime which would have otherwise been offered such employee shall be counted in the overall consideration of overtime opportunities. If an employee is on approved personal leave or vacation leave, he may be considered for overtime assignment(s) occurring during this period if he notifies his Supervisor outside the bargaining unit of his availability at least twenty-four (24) hours before such leave begins. Employees utilizing family sick leave not due to personal illness may be considered for overtime assignment(s) if the employee notifies his supervisor outside the bargaining unit of his availability within one (1) hour of the commencement of the family sick leave. Employees utilizing personal sick leave in increments of four (4) hours or less for purposes of previously scheduled physicians' appointments may be considered for overtime assignment(s) if the employee notifies his supervisor outside the bargaining unit of his availability by 8:00 a.m. of the regularly scheduled work day upon which the physicians' appointment occurs.

- b. The Employer shall not be required to call employees on personal sick leave, funeral leave, or injury leave until after that employee reports for the next regularly scheduled shift, except between October 1 and March 31 a callout may be made to report to work effective 11:30 p.m. that day. Employees on all other approved leaves, while in pay status, shall be eligible for overtime.

Section 16.5 - Compensatory Time

Employees who have earned overtime may credit such overtime to compensatory time off at the same rate at which it was earned, but under no circumstances may the employee's compensatory time balance exceed one hundred twenty (120) hours. Compensatory time may be taken in one hour increments provided the employee has a positive compensatory time balance recorded on the books. No compensatory time may be taken without the approval of the Department Head.

Section 16.6 – Saturday Burials

An employee shall be paid one and one-half times his regular rate when performing burial duties or duties related thereto on Saturday. If an employee has a regular five-day work schedule which includes Saturday, e.g., Tuesday through Saturday, he shall be paid his regular rate when performing burial duties or duties related thereto on Saturday. Under no circumstances shall the Employer alter or manipulate an employee's schedule to avoid paying premium pay under this provision. So far as practical without reducing efficiency or work performance, the Employer shall attempt to assign Saturday burial duties equally among those employees qualified to perform the work. The Employer agrees to train employees to perform burial duties in accord with its needs. If at any time in the future the City changes its policy of charging an additional fee for Saturday burials, this provision will cease to have effect.

ARTICLE XVII REST PERIOD

Section 17.1

The City shall allow one (1) fifteen-minute rest period during the morning shift of the work day. Such periods will be scheduled whenever practicable and in accordance with departmental rules.

ARTICLE XVIII LONGEVITY COMPENSATION

Section 18.1

Effective June 3, 2002, in addition to regular compensation, longevity pay increments will be paid to all full-time employees employed on or before November 3, 2011, according to the following schedule:

<u>Years of Service</u>	<u>Bi-Weekly</u>
5	\$15.39
6	\$19.23
7	\$23.08
8	\$28.85
9	\$34.62
10	\$38.46
11	\$42.31
12	\$46.16
13	\$50.00
14	\$51.92
15	\$55.77
16	\$59.62
17	\$63.46
18	\$67.31
19 or more	\$71.15

Continuous service shall be based on the employee's anniversary date of employment as a regular full-time employee of the City. Longevity compensation shall commence with the first day of the bi-weekly pay period following such anniversary date. Employees hired after November 3, 2011, shall not be entitled to longevity compensation.

ARTICLE XIX SICK LEAVE

Section 19.1 Permitted Uses

- a. Regular use. Authorized sick leave shall be considered to be absence from duty, with pay, authorized by the Department Head for the following reasons:
 - 1) Non-occupational illness and/or physical incapacity of the employee.
 - 2) Non-compensable bodily injury to the employee.
 - 3) Quarantine because of contagious disease upon presentation of a certificate from the attending physician.

Sick leave will not be allowed when absence is due to willful misconduct. Sick leave is also not allowed when the absence is due to the use of narcotics and/or intoxicants. However, an employee may request use of sick leave in order to attend or obtain treatment for addiction and/or substance abuse in accordance with Section 37.4 of this Agreement. An employee who is self-employed or works for another employer while on sick leave will be considered as having terminated his employment with the City of Mentor

- b. Emergency Uses

- 1. A regular full-time employee shall be entitled to take up to eighty (80) hours of accumulated sick leave in any calendar year for any absence necessitated by sickness of a member of his immediate family requiring his personal attendance. Additional sick leave for this purpose in special cases may be authorized by the City Manager. The Department or Division Head shall present such recommended authorization to the City Manager for his consideration before such leave is granted. For purposes of this provision, immediate family shall be taken to mean a sibling living in the employee's home, spouse, child, step-child, parent or step-parent.
- 2. A regular full-time employee shall be entitled to take up to three (3) days funeral leave (not chargeable to sick leave) and two (2) additional days chargeable to sick leave for any one (1) death chargeable to this section. For purposes of this provision, immediate family shall be taken to mean any relative living in the household of the employee, spouse, child, parent, parent-in-law, grandparent, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, daughter or son of the employee's spouse or domestic partner. Sick leave for this purpose will be granted to an employee who is actually in attendance at the funeral or engaged in activities therewith.

Section 19.2 Sick Leave Accumulation

- a) Employees shall accrue sick leave at the rate of 4.62 hours bi-weekly for each full bi-weekly pay period of continuous service.
- b) An employee hired after November 3, 2011 who transfers sick leave earned as an employee elsewhere shall be required to use sick leave hour for hour on a "last in, first out" basis.
- c) A regular full-time employee who retires or terminates his employment with less than ten (10) or more years of full-time service will not be entitled to accumulated sick leave, except due to death in the line of duty, in which case the employee shall receive one-fourth (1/4) of the value of his unused accrued sick leave credit to a maximum of one-fourth (1/4) of nine-hundred-sixty (960) hours.
- d) Upon retirement from active duty or death of a regular full-time employee with ten (10) or more years of full-time service, one-third (1/3) of the value of his unused accrued sick leave credit not to exceed eighty-five (85), days shall be remitted on the basis of his current base rate of pay to the employee or his estate. Such payment shall only be made once and shall eliminate all sick leave credit accrued by the employee.
- e) Any employee hired after November 3, 2011, shall only be entitled to cash out accumulated sick leave under this section which has been earned while employed at the City of Mentor.

Section 19.3 Excluded Uses

- a) Paid sick leave shall not be authorized:
 - 1) For illness, injury or physical incapacity incurred in employment other than with the City.
 - 2) For personal convenience or private business, recreational purposes, or employment other than with the City.
 - 3) Sick leave will not be allowed in instances when the employee is cleared for light duty by a physician and the City has light duty available consistent with the employee's physical limitations and requests that the employee performs such light duty assignment.
 - 4) For any reason not cited in Section 1.

Section 19.4 Substantiation

- a) The City may require proof of illness or injury for any authorized sick leave. Proof of illness or injury is defined as a signed doctor's certificate indicating the nature and duration of the illness or injury. Such request will be made prior to the employee's return from the sick leave unless the City is unable to contact the employee. Proof of illness or injury will not normally be required for sick leave of less than four (4) consecutive days unless determined otherwise by the City Manager or Department Head. Intentional falsifications or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.
- b) In any case, proof of illness or injury will be required to be submitted to the City Manager for approval of sick leave of more than three (3) consecutive working days unless the illness or injury is of such a nature that the City Manager waives the requirement to furnish a qualified doctor's certificate. When required by the City Manager a doctor's certificate shall be submitted to the City Manager no later than six (6) days after the commencement of illness or injury stating the nature and probable length of the illness or injury.
- c) Where sick leave extends beyond five (5) consecutive working days the employee may, at the City Manager's discretion, be required to provide the City with a medical release from his physician prior to returning to "active" employment.

Section 19.5 Examination

The City Manager reserves the right at any time to require an employee to submit to a physical or psychological examination by a doctor of the City's choice, the cost of the physical or psychological examination to be at the City's expense.

Section 19.6 Notification

- a) A regular full-time employee who expects to be absent on sick leave must notify the Division Head or his authorized representative of his illness or injury not later than one (1) hour before the start of his scheduled shift except where sufficiently limiting circumstances exist but in no instance will notification be one (1) hour later than the start of his scheduled shift. Should the illness or injury prevent the employee from making such notification, then it will be the responsibility of his designee to comply with this notification requirement. Failure to notify the appropriate Supervisor outside of the bargaining unit shall result in denial of a claim for paid sick leave.
- b) Upon his return to duty, the employee shall submit a complete written signed sick leave request to the Department Head for approval. Sick leave request forms shall be made available at all work sites.

Section 19.7

In unusual and specific circumstances, the City Manager may grant additional sick leave with pay to those regular full-time non-probationary employees who have one (1) year or more of continuous employment with the City. In each case, the City Manager shall make a complete investigation, review and consult with the Department Head or Division Head on the employee's service, sick leave and work record and the nature or seriousness of the sickness or non-compensable physical disability. A report shall be made and filed together with a medical certificate. This extension of days absent may be made on any basis that the particular case warrants, in the opinion of the City Manager.

Section 19.8

Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. The City believes in the principle of progressive discipline; however, in some instances a specific incident may justify immediate and/or severe disciplinary action in and of itself.

Section 19.9 Performance Incentive Plan

- a) The measurement period for this plan shall be the pay period having pay dates from January 1 through December 31. Payment to employees qualifying under this program shall be made the second pay date in March of each year.
- b) Each qualifying employee would be eligible to receive up to the amount in the following schedule:

Performance Bonus Based on Average Sick Leave of 40 Hours

Hours of Sick Leave Taken in the Calendar Year	<u>0</u>	<u><8</u>	<u><16</u>	<u><24</u>	<u><32</u>	<u><40</u>
Incentive Payment	\$500.00	\$400.00	\$300.00	\$200.00	\$100.00	\$50.00

- c) An employee must be rated as standard or above on his/her performance evaluation to be eligible for this program.
- d) Work all Night ("WAN") shall not be taken into consideration when computing this performance incentive plan.

ARTICLE XX VACATION LEAVE

Section 20.1

- a) All regular full-time employees who have completed six (6) months of continuous service and successfully completed the probationary period shall be eligible for vacation leave paid at the regular base rate on the basis of time earned in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Rate-of-Earned Vacation</u>
Accrual each bi-weekly pay period worked during the first (1 st) through fourth (4 th) year of service.	3.08 hours each bi-weekly pay period.
Accrual each bi-weekly pay period worked upon completion of four (4) years of service and during the fifth (5 th) through the ninth (9 th) year of service	4.62 hours each bi-weekly pay period.
Accrual each bi-weekly pay period worked upon completion of nine (9) years of service and during the tenth (10 th) through the twentieth (20 th) year of service.	6.15 hours each bi-weekly pay period.
Accrual each bi-weekly pay period worked upon completion of twenty (20) years of service and during the twenty-first (21 st) year of service and thereafter.	7.69 hours each bi-weekly pay period.
Accrual each bi-weekly pay period worked upon completion of twenty-five (25) years of service and during the twenty sixth (26 th) year of service and thereafter.	9.23 hours each bi-weekly pay period.

- b) A full-time employee, including a new hire or an employee terminated during a pay period, shall receive the bi-weekly accrual of vacation for that pay period provided that the employee has worked or is on paid leave status for at least 40 hours during that pay period, excluding overtime.
- c) Any employee hired on or after July 1, 1987 shall be eligible to receive up to a maximum of four (4) years' service credit for verifiable full-time employment with the State of Ohio or any political subdivision thereof for the purposes of computing vacation leave with the City.

Section 20.2

- a) A regular full-time employee may carry at any given time a maximum of one (1) calendar week of earned vacation more than the allowable annual accrued rate at that time.
- b) Vacation leave shall be determined by length of continuous service as a regular full-time employee of the City.
- c) Vacation leave shall not be granted during any unauthorized work stoppage.
- d) Choice of vacation dates by employees shall be granted whenever practicable without jeopardizing the work requirement of the employee's department or division as determined by the Department Head. Seniority shall prevail when requested vacation dates conflict provided such requests do no conflict with the needs of the service. After May 1 of each year, an employee who has not used his seniority to select a vacation period shall not be permitted to use seniority to require another employee to give up his previously scheduled vacation period.
- e) If an employee terminates employment in good standing, he shall be entitled to be paid for any unused accrued vacation time. On the death of an employee entitled to unused accrued vacation allowance, the allowance shall be paid in a lump sum to his surviving spouse, then to his estate.
- f) Absent emergency situations, an employee must submit a written leave request to the first level supervisor outside the bargaining agreement of their respective division for any vacation, compensatory time, floating holiday, or personal day that the employee intends to utilize. The request forms shall be submitted in accordance with the following schedule. The following submission requirements will be strictly enforced:

1 day of leave or less - 24 hour prior notice

2-4 days of leave – 3 days prior notice

5 days or more - 5 days prior notice

Written request of said leave by employees shall not be construed as approval of requested leave. No leave shall be taken unless granted by the appropriate supervisor as signified by that supervisor's signature.

No individual employee will be authorized more than three (3) emergency leaves in any calendar year under such rules or policy as the Director of Public Works shall provide. Emergency situations shall consist of events which are unforeseeable and occur not as a consequence of an employee's conduct. By way of example, emergency situations do not include incarceration, drunkenness, or other similar situations. If an employee has exhausted his emergency leave allowance in any calendar year, the employer may still grant additional time off for emergency reasons at the employer's sole discretion.

Section 20.3

An employee with twenty (20) or more years of service to the City of Mentor will be permitted to accumulate up to eight (8) weeks of vacation for cash out purposes at the time of retirement. In order to take advantage of this increase in the vacation cap the employee must submit a written letter to their respective director indicating that they plan to retire within the next twelve months and would like to increase their vacation cap. If the employee does not retire as indicated, then their vacation cap will be returned to its contractual level and the employee will not be compensated for the additional vacation accumulation and the employee may no longer utilize this section of the contract for additional vacation in excess of the cap.

ARTICLE XXI FAMILY AND MEDICAL LEAVE ACT

Section 21.1

The parties agree that employees are entitled to the benefits set forth in the Family and Medical Leave Act of 1993 (as amended) ("FMLA"), and as set forth herein below:

Section 21.2

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

1. The birth of a son or daughter, and to care for the newborn child;
2. The placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
4. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Section 21.3

The annual rolling twelve (12) month FMLA leave period shall commence and be measured backward from the date the employee uses any the FMLA leave.

Section 21.4

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 21.5

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

Section 21.6

An employee requesting FMLA leave must provide the City with the appropriate Certification form. Employees who wish to use FMLA leave for any qualifying reason must fill out a leave request form 30 days or more prior to the date they wish the leave to commence. In cases where the leave was unforeseeable, the form should be submitted as soon as possible before the requested leave is to commence and in any case within five (5) days after the leave begins. Certification forms are available at the Human Resources office and an employee must return such forms within 15 days or as soon as practicable.

Employees must comply with FMLA leave requirements, including medical certification and reasonable leave request notice. Taking of leave or restoration of employment may be denied if FMLA requirements are not met.

Section 21.7

Sick leave events, which continue two (2) work weeks or more, will require completion of WH-380 Form.

Section 21.8

Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

Section 21.9

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

Section 21.10

Employees on unpaid FMLA leave will be obligated to pay the employee share of health care premiums on the regular pay day. The City of Mentor will cease to pay the City's share of the premium if the employee's payment is more than thirty (30) days late.

Section 21.11

The parties agree that the City reserves any and all rights and privileges granted to Employers under the FMLA.

ARTICLE XXII HOLIDAYS

Section 22.1

a) The following are the official City holidays for regular full-time employees:

New Year's Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Day
July 4	* Two (2) Floating Holidays
Labor Day	

*Determined annually by administrative memo from the City Manager as either half-day or full-day holidays equaling two (2) full-day holidays.

- b) Whenever any of the above holidays falls on Saturday, the Friday immediately preceding shall be considered as the holiday.
- c) Whenever any of the above holidays falls on Sunday, the Monday immediately following shall be considered as the holiday.
- d) To be eligible to receive holiday pay, an employee must work his scheduled workday immediately preceding and immediately following any official City holiday. For purposes of this Section, a regular full-time employee on authorized paid leave shall be considered to have worked.
- e) Holidays will be prorated accordingly for employees hired during the course of the year. (e.g., a newly hired employee who does not work on Memorial Day will not be paid for Memorial Day, etc.).

ARTICLE XXIII PERSONAL LEAVE

Section 23.1

A regular full time employee who has successfully completed the one year probationary period shall be entitled to a maximum of two (2) working days each calendar year for personal leave. Such personal leave days may be taken consecutively if approved by the Department Head. Neither personal day shall be charged to the employee's accumulated sick leave. Personal days shall not be accumulative and cannot be applied to the next calendar year.

Section 23.2

To be eligible to take a personal day, employees must provide the appropriate Supervisor outside of the bargaining unit with a written signed request for personal leave at least twenty-four (24) hours in advance for approval, unless otherwise authorized by the Department Head or his authorized representative.

ARTICLE XXIV SPECIAL LEAVES

Section 24.1

The Department Head may with the written approval of the City Manager authorize an employee to be absent for personal reasons without pay or other economic benefits, for a period not to exceed ten (10) working days in a calendar year.

Section 24.2

- a) The City Manager may authorize special leaves of absence, with or without pay or other economic benefits, for a period not to exceed three (3) calendar months in any one (1) calendar year for the following purposes:
1. Attendance at college, university, business school or other academic institution as may be authorized for the purpose of training in subjects related to work of the employee, and which will benefit the employee and the City service.
 2. Urgent personal business requiring the employee's attention for an extended period such as settling estates, fire or natural disaster. Personal and/or family illnesses are excluded from usage under this Article.
 3. Parental leave. Parental leave may be authorized only after the exhaustion of all of the employee's accrued paid leave and upon presentation of a physician's certificate.

- b) Any employee who joins the armed services will be granted a military leave of absence without pay consistent with applicable federal and state law. Employees returning from active military duty must apply for reinstatement within the time period dictated by the Uniform Services Employment and Reemployment Rights Act of 1994. Except in the event of changed circumstances or where otherwise provided by law, the City will return all employees on an approved military leave to the same or comparable position, provided the employee has met all legal requirements. Any employee who requires a military leave to perform reservist or National Guard duties will be granted a military leave of absence without pay in accordance with applicable federal and state law. At the time the employee requests leave, the employee must notify the City in advance of his/her training schedule and anticipated return to work date.

Section 24.3

Except where circumstances will not permit, requests for special leaves, as provided in Sections 1 and 2, will be presented in writing to the Department Head at least fifteen (15) working days in advance of the proposed effective date of the leave. Approved leave will be granted in writing and will specify the period of leave authorized. Failure to return on the specified day during such leave without proper notification by the employee as approved by the City Manager will be considered automatic termination. Engaging in other employment during such leave without prior written approval of the City Manager will be considered automatic termination.

Section 24.4

An employee on leave without pay shall not accrue vacation or sick leave; provided, however, that an employee entering or leaving active work status under the provisions of this Article shall receive the full bi-weekly accruals for sick leave and vacation if he works or is on paid leave status for 5 or more full days of a given pay period. An employee on leave without pay for more than 30 days shall not accrue service toward longevity compensation, vacation accrual, or seniority. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall automatically be made for the period absent. Absence without notice or authorization for three (3) consecutive working days shall be considered voluntary termination.

Section 24.5

Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the City all other remuneration received for jury duty during the same period.

Section 24.6

Upon completion of an authorized special leave of absence, an employee shall be returned to the position classification formerly occupied, or to a similar position classification if the employee's

former position is abolished. The employee shall not be reduced in pay if reinstated to his former position classification. If reinstated to a similar position classification the employee's rate of pay in the similar position classification shall be at that rate which is nearest his current base rate but in no case shall the regular base rate of the employee's pay exceed the minimum base rate of the position classification to which the employee is reinstated. The City may require at its discretion that an employee on authorized special leave undergo and pass a physical examination at the City's expense prior to being reinstated under the provisions of this Article.

ARTICLE XXV EMPLOYEE GROUP INSURANCE

Section 25.1

Employees are eligible to subscribe to group health insurance plans upon appointment as follows:

- a. The City shall provide hospitalization and medical benefits substantially comparable to that provided by the City of Mentor health care plan.
- b. The City shall provide a prescription drug plan that has a co-payment of fifteen dollars (\$15.00) for covered generic drugs and twenty-five dollars (\$25.00) for covered formulary drugs, and sixty dollars (\$60.00) for covered non-formulary drugs.

For all maintenance-type prescription drugs (i.e., the prescription drug is required to be taken for 90 days or more), and the covered individual does not use the mail order process for that prescription, the co-payment required at the time of purchase at a retail pharmacy for the prescription will be thirty dollars (\$30.00) for covered generic drugs and fifty dollars (\$50.00) for covered formulary drugs, and one hundred twenty dollars (\$120.00) for covered non-formulary drugs, effective at the time of the third, 30-day fill of the prescription (i.e., the first two 30-day maintenance-type prescriptions at a retail pharmacy will be at the regular co-payment rates and the third 30-day maintenance-type prescription at a retail pharmacy will be at the increased co-payment rate). The City will take steps to ensure that covered individuals are notified of the applicability of this provision to their individual prescriptions and when failure to use the mail order prescription drug plan will result in increased co-payments.

- c. The City shall provide dental and orthodontia coverage with the schedule of benefits, conditions and limitations in accordance with the terms of the group plan purchased (or the plan adopted, if self-funded).
- d. Accidental death or dismemberment insurance coverage in the amount of \$12,000.00 with eligibility and the coverage amount for employees age 65 and older to be in accordance with the terms of the group policy.

- e. Term life insurance coverage in the amount of \$20,000.00, with eligibility and the coverage amount for employees age 65 and older to be in accordance with the terms of the group policy.

Section 25.2

The City reserves the right to change insurance carriers or self-insure at its discretion, providing such benefits are substantially comparable to those being presently provided. Effective January 2006, a committee shall be established to review health care proposals in anticipation of the City's yearly health care renewals. This committee shall include a representative chosen by the Union.

Section 25.3

Upon execution of this Agreement, the City will provide health insurance under the following provisions:

- a. The employer will pay ninety (90%) and the employee will pay ten percent (10%) of the monthly healthcare premium cost without a cap.
- b. An annual deductible of two hundred dollars (\$200.00) for single coverage and four hundred dollars (\$400.00) for family coverage. The deductibles will not be applied to healthcare services defined as "preventative" by the health care provider.
- c. Ten percent (10%) coinsurance for all services up to a maximum of four hundred dollars (\$400.00) for single coverage and eight hundred dollars (\$800.00) for family coverage per year.
- d. A co-pay of fifteen dollars (\$15.00) per visit for office visits to any provider of medical services and twenty dollars (\$20.00) per visit to any medical specialist.
- e. A co-pay of seventy-five dollars (\$75.00) per visit for the employee and each covered individual to an emergency room.
- f. All additional cost for healthcare coverage for over age dependent children shall be at the employee's expense.

ARTICLE XXVI INJURY ON DUTY ("IOD") PAY

Section 26.1

All regular full-time non-probationary employees who sustain an injury or contract an occupational disease as those terms are defined in R.C. §4123.10 in the course of and arising out of his or her employment with the City shall continue to receive their full salary and health insurance benefits during the period of temporary total disability ("IOD Pay"). Provided, however, that when any such disabled employee shall have completed twenty-five (25) years of service and/or becomes eligible for a pension such compensation shall cease and such covered employee shall make application to the appropriate pension fund. The amount to be paid by the City shall not be decreased because of other income the affected employee might have by virtue of benefits acquired under other personal or private disability insurance or any other sources. Periods during which an employee is receiving IOD Pay shall not be charged against an employee's sick leave. Payments under this Article may continue for up to six (6) consecutive calendar months from the date of injury contingent upon the submission of medical evidence of continuing temporary and total disability. Said payments may continue for an additional six (6) months at the sole and exclusive discretion of the City Manager or designee. In no event shall said payments continue for more than one (1) year from the date of injury.

If any employee is on an extended leave of any type and his vacation has accrued to the maximum under Article 20.02, he shall be entitled to no further accrual of vacation until he returns to regular duty; however, an employee may use vacation in lieu of sick leave to avoid this cap.

Employees seeking IOD Pay must submit an Ohio Bureau of Workers' Compensation form MEDCO-14 completed and signed by a physician which designates them as temporarily and totally disabled to the City to be eligible for IOD Pay. Failure to submit a complete, signed MEDCO-14 form may result in denial of IOD Pay. The MEDCO-14 will be proof of continuing disability as required by Section 26.1.

Section 26.2

The City Manager may require at regular intervals, not less than thirty (30) days, written proof of continuing disability from the employee's physician and may also require examinations of the employee by a physician of the Manager's choice to determine the extent and probable duration of the disability. If such examination concludes that the employee is physically able to return to his or her regularly assigned full-time duties or any light duty assignment within his or her physical restrictions, the City Manager shall direct the employee to return to work on the Monday next following or on a date determined by the City Manager. An employee medically cleared to return to work in any capacity is not eligible for IOD Pay.

Failure to return as directed shall be considered as voluntary termination.

Section 26.3

Any employee shall report an injury or occupational disease incurred while in the discharge of his duties to a Supervisor outside the bargaining unit as soon as possible after its occurrence, but no later than the end of the regular work schedule of the day in which such injury or occupational disease occurs. In the event of an injury or disability incurred in the discharge of his duties, an employee shall submit a complete report of such incident on a Worker's Compensation Report of Injury form within seventy-two (72) hours of its occurrence unless otherwise excused from doing so by a Supervisor outside the bargaining unit. Failure to submit a complete report of a job connected injury or disability as specified herein shall be grounds for disciplinary action and denial of the claim and or IOD Pay.

Section 26.4

The City will terminate IOD Pay to any employee who is guilty of submitting a false claim or abuse of the privileges covered in this Article or who engages in employment for another employer, including self-employment, while receiving IOD Pay. Such actions shall be grounds for disciplinary action and the employee will be required to reimburse the City for IOD Pay received.

Section 26.5

When receiving IOD Pay as specified in this Article, a regular full-time employee shall refund to the City of Mentor amounts which may be received under the Ohio Worker's Compensation Law for such times as the employee received IOD Pay.

Section 26.6

An employee may not receive IOD Pay for time taken off work to attend appointments related to the work-related injury or occupational disease after he or she is deemed fit to return to his or her regularly assigned duties or any light duty assignment. An employee may receive flex time to accommodate necessary follow-up medical appointments related to an at-work injury or occupational disease if approved by the Department Head or his designee.

ARTICLE XXVII UNIFORMS

Section 27.1

All regular full-time employees in the bargaining unit shall be required to wear prescribed uniform shirts or uniform t-shirts, uniform trousers, and winter garments which shall be furnished by the City. These items will be worn in a neat and professional manner at all times. Any personal garments worn by an employee (e.g. sweat shirts, ball caps, etc.) will be neat, clean, free of tears and rips and will not contain any offensive language or symbols. The City agrees to replace such city provided items as found necessary upon inspection and as approved by the City, such replacement to be at the City's expense, unless the need for replacement is the result of negligence or wrongdoing by the employee in which case replacement will be at the employee's expense through a payroll deduction. Cleaning of issued clothing for all regular full time employees, with the exception of t-shirts, will be provided by the City. The frequency and manner of the cleaning shall be determined by the city in accordance with Section 27.3(a). Title to all issued uniform shirts, uniform trousers and winter garments and other equipment shall remain with the city and such items shall be returned to the City upon the City's request.

Section 27.2

All employees in the bargaining unit shall be required to wear safety shoes with approved steel toes or approved work shoes with steel toe guards at all times while on duty unless otherwise excused by their department director.

Section 27.3

- a) The City shall furnish the following uniform shirts and trousers:
 - 1. Shirts - 5 changes per week.
 - 2. T-shirts with City Identification - 3 per year
 - 3. Trousers - 5 changes per week.
 - 4. Mechanics: shirts and trousers - 5 changes per week.
- b) The City shall furnish the following equipment items as part of the prescribed working uniform as needed:
 - 1. Rain wear and boots
 - 2. Hard hats
 - 3. Safety goggles and safety vests
 - 4. Work gloves
 - 5. Such other equipment as may be deemed necessary by the City for safe, healthful operation.

The City shall replace such equipment items as found necessary upon its inspection and approval, such replacement to be at the City's expense except that equipment damaged or lost through the employee's negligence or wrongdoing shall be replaced at the employee's expense.

Section 27.4

Effective March 31, 2020, the work shoe allowance shall be \$200.00 annually. (It shall be retroactive for contract years 2020 and 2021 for those employees employed at the time of ratification.)

Section 27.5

Unless otherwise authorized by the City, employees shall be required to wear all items of the prescribed working uniform including uniform trousers, and safety equipment, as required by the first level Supervisor outside the bargaining unit. If any employee fails to wear such working uniform and safety equipment items as made available and prescribed by the City, the principles of progressive discipline may be followed by the City.

Section 27.6

No item of the prescribed working uniform shall be worn on a day when the employee is off-duty.

Section 27.7

When an employee terminates employment with the City, he shall turn in all items of the prescribed working uniform, except work shoes, before receipt of his final paycheck.

Section 27.8

Mechanics shall own and maintain a set of tools to be used in the performance of their duties with the City of Mentor. At a minimum, these tools shall include all of the items listed on the City of Mentor Required Mechanic's Tool List. The City shall provide all tools beyond those listed that are required in the routine performance of a mechanic's duties and these tools will remain City property. Should the City decide to modify the Required Mechanic Tool List, it shall do so at its sole discretion following consultation with the Union. Should both parties be in agreement with the modification of the list, the Required Tool List will be modified for all employees. Should the Union object, the Required Tool List shall only be modified for future employees and for whom the modified list will apply throughout the future hire's employment. All Mechanics are required to maintain their personal tools in good working order throughout their employment.

ARTICLE XXVIII SAFETY AND HEALTH

Section 28.1

Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 28.2

Adequate first aid equipment as determined by the City shall be provided by the City at appropriate worksite locations and locations on the premises within the Department of Public Works and Department of Parks, Recreation and Public Lands.

Section 28.3

The City shall replace such safety equipment as found necessary upon its inspection and approval, such replacement to be at the City's expense except that equipment damaged or lost through the employee's negligence or wrongdoing shall be replaced at the employee's expense.

Section 28.4

The City agrees to make every reasonable effort to maintain in safe working condition facilities and equipment provided and required by the City to carry out the duties of each position. Employees shall take proper precautions and follow established safety procedures to ensure maximum safety in operating and handling equipment and materials used in the performance of their duties. Defects in such equipment and materials, which may constitute a safety hazard, as well as unsafe conditions or procedures, shall be reported to the first level Supervisor outside of the bargaining unit.

Section 28.5

The City shall ensure that two (2) employees be on duty when hazardous work is being performed on the repair and maintenance of departmental equipment.

Section 28.6

A Joint Safety Committee shall be formed by the City and the Union. Said Committee shall consist of not more than three (3) representing the Union and three (3) representing the City, and shall meet not less than once every other month, or at the request of the majority of the members to review or make recommendations on safety and health conditions, and to provide support for a strong safety program. Union employee members authorized to represent the Union at meetings of the Joint Safety Committee will be paid by the City for time spent at such meetings, but only at the straight-time regular hourly rate for the straight hours they would otherwise have worked on their regular work schedule.

ARTICLE XXIX RULES AND REGULATIONS

Section 29.1

When existing departmental rules and regulations are changed or when rules and regulations are established, three (3) copies shall be given to a Union official who is employed by the City after which copies shall be posted on bulletin board space provided for Union material. The City may post such information in other areas which may be chosen by the City. The City shall furnish each employee with a copy of all existing and/or new departmental rules and regulations which are the property of the City. New employees shall be provided with a written copy of departmental rules and regulations at the time of appointment.

Section 29.2

The purpose of departmental rules and regulations shall be to regulate the personal conduct of regular full-time employees as such conduct may affect the efficient and effective operation of City services. Departmental rules and regulations shall not apply to the off-duty conduct of regular full-time employees except when such conduct affects the effective and efficient operation of City services. No employee shall engage in outside employment which subjects the City to public criticism or embarrassment, or impairs the employee's ability to properly perform his duties.

Section 29.3

The City intends to uniformly apply and interpret departmental rules and regulations to all regular full-time employees under similar circumstances.

ARTICLE XXX BULLETIN BOARDS

Section 30.1

The City shall provide space on bulletin boards in or on City property at locations designated by the City to be used by the Union for posting notices of interest to its members.

Section 30.2

The Union will supervise the placement of material on bulletin board space provided to the Union subject to the approval of the City. Only material authorized by the Union President will be posted thereon. Such information shall not be inflammatory or derogatory of the City or its employees. The City will call to the attention of the Union any posted material it considers objectionable or inconsistent with the spirit of this Article and the Union will have the material removed. Nothing herein shall be construed to restrict materials protected by Ohio Revised Code Section 4117.

ARTICLE XXXI PERSONNEL FILES

Section 31.1

The City shall maintain a complete personnel file for each employee.

- a) An employee member of the bargaining unit shall have access to his official personnel file located in the City Manager's office upon giving a written request to the Department Head at least 24 hours in advance and only after receiving approval to do so during normal working hours by the Department Head or his designee, outside of the bargaining unit.
- b) Any inquiries into personnel files by anyone other than the City Manager, Human Resource Administrator, Department Head, or their designees require notification to the employee. Written notification to the employee of the source of inquiry and reason of inquiry, if known, shall be made as soon as practical.
- c) If an employee's personnel file is duly subpoenaed in accordance with law, the employee shall be notified at the earliest possible time.
- d) Regular full-time employee members of the bargaining unit shall have the right to receive a copy of material placed in his official personnel file.
- e) Any official City document or material in an employee's personnel file related to disciplinary action and/or job performance evaluation of which the employee was never given an opportunity by the City to be made aware shall be invalid as evidence for any progressive disciplinary action.

ARTICLE XXXII TUITION REIMBURSEMENT

Section 32.1 Purpose

A tuition reimbursement program shall be established for the purpose of encouraging regular full-time employees to upgrade their competence in work related functions in order to increase the effectiveness and efficiency of City services. Courses eligible under the tuition reimbursement program shall be limited to those offered by an accredited institution and related to the employee's position with the City unless otherwise authorized by the Department Director and City Manager. Such courses shall not interfere with the proper and effective performance of the employee's duties.

32.2 Eligibility

The tuition reimbursement program shall be made available to regular full-time employees. To be eligible for tuition reimbursement, an employee must:

- a. Have completed a one (1) year probationary period.
- b. Obtain written approval from the Department Head and the City Manager of the course to be taken prior to registering for the course.
- c. Successfully complete the course with a grade of "B" or higher and submit an official written record of the grade attained and work completed.
- d. Be in the City's employment at the time of completing and being reimbursed for such approved course work.

Courses shall not be eligible for reimbursement if taken by an employee on City time.

32.3 Extent and Type of Reimbursement

Tuition reimbursement shall be made in the following manner:

- a. Fifty (50%) percent of employee tuition costs only shall be reimbursed by the City upon successful completion of a course when such course work is in an approved degree program and such course work is deemed by the City Manager to have an indirect value to the employee and the City in performance of the employee's duties.
- b. One hundred (100%) percent of employee tuition costs shall be reimbursed by the City upon successful completion of a course when such course work is deemed by the City Manager to have a direct value to the employee and the City in the performance of the employee's duties.

In all cases, reimbursement shall be for tuition only and shall not include the cost of books or other education materials and fees. Tuition reimbursement shall be capped at the current cost per credit hour as that being charged by Cleveland State University for undergraduate tuition/instruction only. The City will only reimburse up to twelve (12) credit hours completed per employee per calendar year.

Section 32.4

The City Manager shall promulgate appropriate rules and regulations for the implementation of this Article.

Section 32.5

Should a regular full-time non-probationary employee voluntarily resign from the City of Mentor within one (1) year after completing a course for which tuition reimbursement is given, said employee shall return the full amount of tuition reimbursement and laboratory fee to the City. In such case, the City may exercise its right to deduct the amount of tuition reimbursement and laboratory fee from the employee's final paychecks.

ARTICLE XXXIII IN-SERVICE TRAINING

Section 33.1

It is the intent of both parties that all employees shall be properly trained and shall be given sufficient opportunity for in-service and educational training. The City will make known all positional responsibilities, departmental work rules and policies and safety procedures to all regular full-time employees in the bargaining unit.

The City recognizes that the best interests of the department require that an in-service training program be developed, and it is the City's intention to develop such a program. To this end, the administrative staff and City Manager agree to consider developing and recommending a reasonable budget appropriation to initiate such a program within the City's financial capability.

Section 33.2

If a regular full-time employee volunteers to attend a training course then the time spent traveling to and from the course is not subject to compensation. If, however, a regular full-time employee is explicitly directed by responsible City authorities to attend a training course then the employee is eligible to receive compensation for the travel time.

ARTICLE XXXIV COURT WORK RELEASE PROGRAM

Section 34.1

Job tasks assigned to Court Work Release Program participants shall be limited to the following

1. Custodial cleaning
2. Cleaning of equipment
3. Hand litter pick-up
4. Painting
5. Raking
6. Mulching
7. Pruning
8. Hand mowing, trimming or weed whipping
9. Other tasks requiring similar skills or abilities

It is the policy of the City that no participant in the Court Work Release Program shall be permitted to operate a City vehicle or power equipment, with the exception of hand lawn mowers and weed whips, during the period(s) they are assigned to City operations,

ARTICLE XXXV COMMERCIAL DRIVER'S LICENSE

Section 35.1

An employee who holds or, pursuant to the provisions of Section 35.2, obtains a commercial driver's license (CDL) during their employment, shall be entitled to receive reimbursement for the entire cost of renewing his CDL and any endorsements required by the City when he renews his CDL as required by law. A copy of the license, any required endorsements, and a receipt must be provided to obtain reimbursement. The City will not reimburse the cost of obtaining a CDL and/or required endorsements for any employee who loses his CDL.

Section 35.2

- a. All persons hired after the effective date of execution of this Agreement shall be required to possess a CDL and any endorsements deemed necessary by the City. For employees hired prior to that date desiring to acquire a CDL, the City agrees to furnish an appropriate vehicle for the CDL test, a driver to get the employee to the CDL testing location, and up to eight (8) hours of practice time during normally scheduled hours. Employees are obligated to report any circumstances affecting, limiting or restricting their driving privileges. An employee who loses his CDL will have six months from the date of conviction or loss of license, whichever is the shorter period, to recertify his CDL and any required endorsements. Failure to reacquire a CDL by any employee who loses it shall be just and sufficient grounds for dismissal. During the up to six months an employee has

to recertify his CDL and required endorsements, his base pay will be reduced by twenty percent (20%) or to the Step 1 rate set forth in this Agreement for a Maintenance Worker, whichever is lower. If an employee loses his CDL during his employment, the entire cost of recertifying his CDL and any required endorsements will be his alone and not subject to reimbursement by the City.

- b. Beginning January 1, 2012, up to five (5) employees per calendar year who possess a Class "B" CDL may request assistance from the City in acquiring a Class "A" CDL. Such requests shall be submitted and processed in a manner and at such a time as the Director of Public Works may require. Such assistance shall be provided only once per employee and shall be in the form of furnishing an appropriate vehicle for the CDL test, a driver to get the employee to the CDL testing location, and up to eight (8) hours of practice time during normally scheduled hours. Employees shall be required to pay for their initial testing for a Class "A" CDL. Upon obtaining a Class "A" CDL, all provisions of Article XXXV shall apply equally to an employee possessing a Class "A" CDL.

Section 35.3

Retesting for the Hazardous Materials Hauling Endorsement may be taken on City time, up to a maximum of two (2) days at a maximum of four (4) hours in a single day, subject to the prior written approval of the employer and only during those years when the City engages, or anticipates engaging, in such activity as a function of the work of its employees.

Section 35.4

Employees operating equipment requiring a commercial driver's license are subject to all restrictions of the City's CDL drug/alcohol testing policy.

ARTICLE XXXVI DISCRIMINATION

Section 36.1

Neither the City nor the Union shall discriminate against any employee because of such employee's race, color, religion, sex, age or national origin, or because such employee is disabled or based upon any other classification protected by federal, state or local law or ordinance. The City and the Union will attempt to reasonably accommodate employees with disabilities and with religious requirements necessitating accommodation subject to such accommodation causing the City and/or the Union an undue hardship. The City and the Union expressly prohibit any form of retaliatory action against any employee availing him or herself to the benefits of this Article."

Section 36.2

The Union expressly agrees that membership in the Union is at the option of the employee and that they will not discriminate with respect to representation between members and nonmembers.

Section 36.3

All employees must behave in a professional manner and that all employees are responsible for assuring that the workplace and any work-related setting are free from sexual and other illegal workplace harassment. Other illegal workplace harassment includes any type of harassment based on color, race, creed, religion, sex, age, national origin, marital or veteran status, disability, handicap or any other classification protected by federal, state and local law and ordinances.

In support of this Section, the City expressly prohibits offensive or inappropriate behavior at work, including, but not limited to: (a) unwelcome sexual advances; (b) requests for sexual favors; and/or (c) all other verbal or physical conduct of a sexual or otherwise offensive nature where: (i) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; (iii) such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Other illegal harassment consists of unwelcome conduct (verbal, non-verbal, physical) that denigrates, shows hostility or aversion toward an individual or his/her relatives, friends or associates because of race, color, gender, pregnancy, national origin, religion, age, disability status, military status, veteran status or any other status protected by law. Harassing conduct also has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating hostile or offensive working environment or otherwise affecting an individual's employment opportunities. Examples of prohibited conduct include: epithets, slurs, negative stereotyping and written/graphic material or jokes that show hostility or prejudice.

Any employee who has a complaint of sexual or other illegal harassment at work by anyone, including supervisors, co-workers, or visitors, must bring the problem to the attention of the City Manager's office. Upon receipt of such complaint, the City will undertake an investigation ensuring confidentiality to the maximum extent possible. Should the investigation result in a finding of harassment of one employee by another employee or employees, disciplinary action, up to and including termination, will be taken against the offending employee(s).

The City expressly prohibits any form of retaliatory action against any employee availing him or herself to the benefits of this policy. This includes, but is not limited to, making complaints or participating in an investigation concerning sexual and other illegal workplace harassment.

ARTICLE XXXVII SUBSTANCE TESTING AND ASSISTANCE

Section 37.1

The provisions of this Article are in addition to, and not in lieu of, provisions of the Omnibus Transportation Employee Testing Act of 1991. Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the City possesses the facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. The City also maintains the right to conduct random tests of employees. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the City from other administrative action but such actions shall not be based solely upon the test results.

Section 37.2

All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedures and mass spectroscopy confirmation of any positive initial screening.

Section 37.3

Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests. If at any point, the results of the drug testing procedures conducted by the City specified in this Article are negative, (employee confirmatory tests not applicable) all further testing and administrative sections related to drug/alcohol testing shall be discontinued.

Negative test results shall not be used against an employee in any further disciplinary action or in any employment consideration decisions

Section 37.4

Upon the findings of positive for controlled substance by the chemical tests, the City shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refused to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the City shall have the right to disciplinary action.

An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the City upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

Section 37.5

If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City. For the purpose of this Article, "periodic" shall mean not more than twelve (12) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

Section 37.6

No drug testing shall be conducted without the authorization of the appropriate Department Head. If the Department Head orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Personnel Director and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the Article.

Section 37.7

The employee and Local 860 shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

Section 37.8

Employees that purposely make false accusations pursuant to this Section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

ARTICLE XXXVIII GENDER AND PLURAL

Section 38.1

Whenever the contract so requires, the use of words herein in the singular shall be construed to include the plural, and 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 purpose only and it is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXXIX HEADINGS

Section 39.1

It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE X DURATION

Section 40.1

This Agreement shall be effective upon execution and shall continue in full force and effect until 11: 59 p.m. on March 30, 2020.

Section 40.2

If either party desires to modify or change this Agreement, it shall, not sooner than one-hundred-twenty (120) days and not later than ninety (90) days prior to the termination date, submit written proposals to the other party. Within forty-five (45) days thereafter, the first negotiating session between the parties for the purpose of discussing such proposals shall be held. In the

event that negotiations are not concluded before March 30, 2020, this Agreement shall continue in full force and effect until such negotiations are concluded.

Section 40.3

This agreement shall be automatically renewed from year to year unless either party notifies the other as specified in Section 2 of this Article. Notification shall be sufficient if sent by certified mail, addressed, if to the Union, at its regular address, Cleveland, Ohio, or if to the City, at its regular address, Mentor, Ohio, or to any address as the Union or the City may make available to each other.

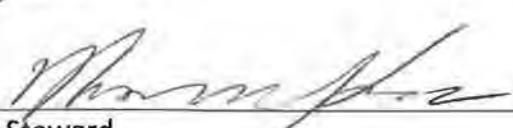
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representative this ____ day of _____, 2021.

For Laborers' International Union of North
America, Local Union NO. 860, AFL-CIO

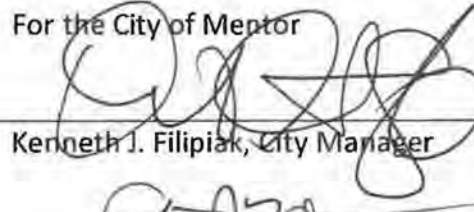

Business Manager Secretary-Treasurer


Secretary/Treasurer



Steward

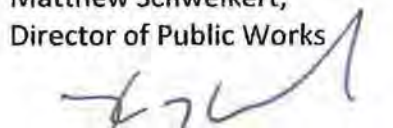

Steward


For the City of Mentor


Kenneth J. Filipiak, City Manager


Anthony J. Zampetro, Assistant City Manager


Matthew Schweikert,
Director of Public Works


Kenneth Kaminski, Director of Parks & Rec.


Joseph Szeman, Law Director

[PARTIES WILL APPEND EXISTING LOU TO 2008-2011 CBA]

LETTER OF UNDERSTANDING

REGARDING

A TEN (10) HOUR WORKDAY - FORTY (40) HOUR WORKWEEK

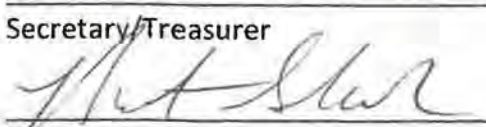
If mutually agreeable to the City and the Union, the City may establish a four/forty work schedule consisting of four (4) work days per week, ten (10) hours of work per day. Should such a schedule be established, the parties agree that overtime shall be based upon authorized work actually performed in excess of ten (10) work hours per day.

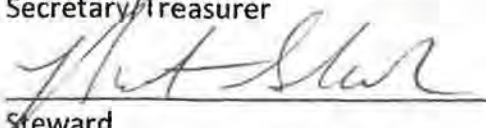
For Public Works Department employees, in the event that the Union does not agree to the above four-forty work schedule, the City may establish such a work schedule for a one-month trial period after which the City shall terminate the four/forty work schedule unless otherwise mutually agreed upon by the parties.

For Parks, Recreation and Public Lands employees, in the event that the Union does not agree to the above four/forty work schedule, the City may establish such a work schedule for a one-month trial period after which the City shall terminate the forty-hour work schedule unless otherwise mutually agreed upon by the parties.

For Laborers' International Union of North
America Local Union No. 860, AFL-CIO

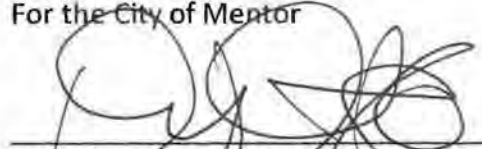

Business Manager / Secretary-Treasurer

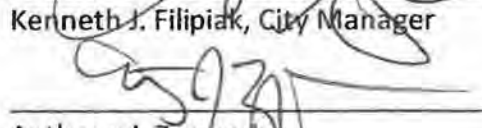

Secretary/Treasurer

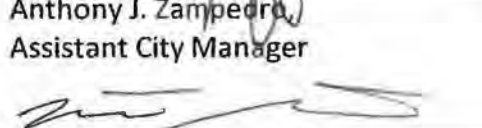

Steward

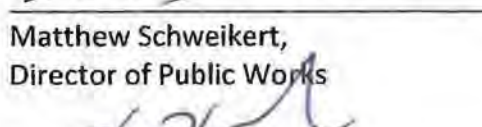

Steward

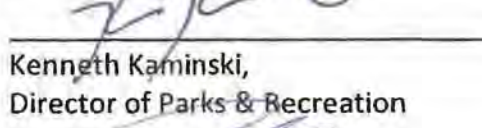
For the City of Mentor


Kenneth J. Filipiak, City Manager


Anthony J. Zampetro,
Assistant City Manager


Matthew Schweikert,
Director of Public Works


Kenneth Kaminski,
Director of Parks & Recreation


Joseph Szeman, Law Director

PARTIES WILL APPEND EXISTING LOU TO 2008-2011 CBA

LETTER OF UNDERSTANDING
REGARDING
TOOL INSURANCE - EQUIPMENT MAINTENANCE EMPLOYEES

The City shall continue to provide tool insurance for the life of the contract. In addition, the City shall assume the cost of the deductible for any single occurrence/loss which exceeds One Thousand Dollars (\$1,000.00) in value provided:

1. A complete and City-verified tool inventory be submitted to the Public Works Director by July 15th and February 15th of each year. Insurance coverage will only apply to tools listed on the inventory.
2. A photographic record of each mechanic's/welder's tool boxes, tool drawers and cabinets with tools contained therein, be provided, as part of the tool inventory.
3. By August 1, 1987 and thereafter, each tool must be clearly identified as the property of the owner.
4. All unattended tools must be securely locked in tool boxes at all times.
5. A police report must accompany all reported thefts.
6. Upon discovery of a suspected theft, the employee must notify the Public Works Director or his designee immediately, but in no case later than one (1) hour following the discovery.
7. The claim is verified and approved by the City's insurance carrier.

Finally, it is understood that the City will not be responsible for compensating equipment maintenance employees for any single occurrence/loss which does not exceed One Thousand Dollars (\$1,000.00) in value.

For Laborers' International Union of North
America, Local Union No. 860, AFL-CIO

Business Manager/Secretary-Treasurer

Secretary/Treasurer

Steward

Steward

For the City of Mentor

Kenneth J. Filipiak, City Manager

Anthony J. Zampedro, Assistant City Manager

Matthew Schweikert, Director of Public
Works

Kenneth Kaminski, Director of Parks & Rec.


Joseph Szeman, Law Director

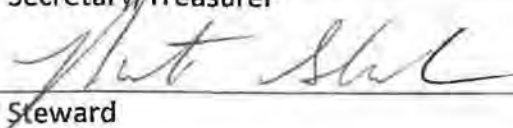
LETTER OF UNDERSTANDING
REGARDING THE USE OF VACATION LEAVE, SICK LEAVE, HOLIDAYS AND PERSONAL DAYS
BY PROBATIONARY EMPLOYEES

The following restrictions are mutually agreed upon by the City of Mentor and Laborers International Union of North America, Local Union 860, AFL-CIO.

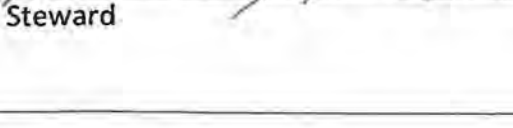
1. The term of probation for all initial hire employees is twelve (12) months.
2. All initial hire probationary employees shall not be entitled to the use of vacation during the first six (6) months of their probationary period. Vacation shall be accrued during the period but shall not be utilized until the successful completion of the initial six (6) months of the probationary period. After successful completion of the initial six (6) months of the period, vacation may be utilized only to the extent to which it has been accumulated by the employee and for only those reasons as outlined in the labor agreement.
3. All initial hire probationary employees shall not be entitled to the use of sick leave during the first six (6) months of their probationary period. Sick leave shall be accrued during the period but shall not be utilized until the successful completion of the initial six (6) months of the probationary period. After successful completion of the initial six (6) months of the period, sick leave may be utilized only to the extent to which it has been accumulated by the employee and for only those reasons as outlined in the labor agreement.
4. Initial hire probationary employees shall be entitled to payment for the following official City holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Should the City Manager declare one (1) or both of the floating holidays as official City holidays, probationary employees shall be entitled to those so declared. Any floating holiday not declared as an official City holiday by the City Manager shall not be compensated, taken, nor carried forward by probationary employees.

For Laborers' International Union of North
America, Local Union No. 860, AFL-CIO



Business Manager/Secretary-Treasurer

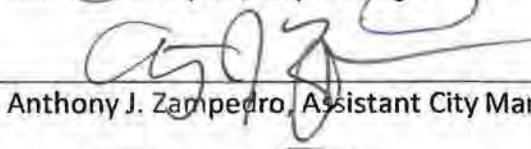

Secretary/Treasurer


Steward


Steward

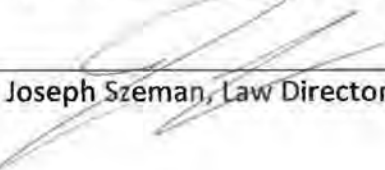
For the City of Mentor


Kenneth J. Filipiak, City Manager


Anthony J. Zampedro, Assistant City Manager


Matthew Schweikert, Director of Public
Works


Kenneth Kaminski, Director of Parks & Rec.


Joseph Szeman, Law Director

[PARTIES WILL APPEND EXISTING LOU TO 2008-2011 CBA]

LETTER OF UNDERSTANDING
REGARDING THE ELIGIBILITY OF PROBATIONARY PAY
EMPLOYEES FOR UNIFORMS


The below noted items are mutually agreed upon by the City of Mentor and Laborers' International Union of North America, Local Union No. 860, AFL-CIO:


1. The term of probation for all initial hire employees is twelve (12) months.
2. Initial hire employees shall be entitled to receipt of uniforms as outlined by Section 27.3 upon hiring. Uniforms shall be provided as soon as practicable after the employee's initial hire date.
3. Effective January 1, 2003, probationary employees will be eligible to participate in the City boot program as outlined in Section 27.4 of the Agreement.

For Laborers' International Union of North
America, Local Union No. 860, AFL-CIO

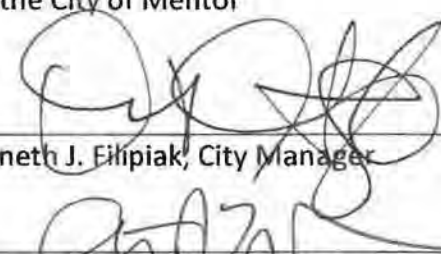
Business Manager  Secretary-Treasurer

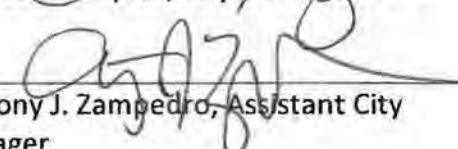
Secretary/Treasurer



Steward

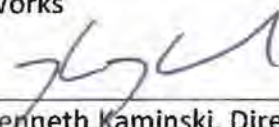

Steward

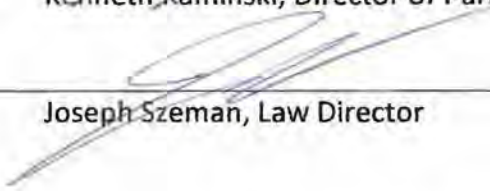
For the City of Mentor


Kenneth J. Filipiak, City Manager


Anthony J. Zampedro, Assistant City
Manager


Matthew Schweikert, Director of Public
Works


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Joseph Szeman, Law Director

LETTER OF UNDERSTANDING
DEMOTION OF AN EMPLOYEE

In determining whether an employee may be demoted under provision 14.3 (2) of the CBA, the following procedure will be utilized:

(a) The City Manager reserves the right at any time to require an employee to submit to a physical or psychological examination by a doctor of the City's choice to determine the employee's fitness to perform the essential quantity and quality of work of his job and/or whether the employee poses a direct threat to the health and safety of the individual or others in the work-place. The cost of the physical or psychological examination to be at the City's expense.

(b) Within thirty (30) calendar days of the City's doctor's determination, an employee may submit to the City an evaluation by a doctor of the employee's choice determining the employee's fitness to perform the essential quantity and quality of work of his job and/or whether the employee poses a direct threat to the health and safety of the individual or others in the work-place. This physical examination will be at the employee's expense.

(c) If the employee's doctor's determination and the City's doctor's determination conflict on the employee's fitness to perform the essential quantity and quality of work of his job and/or whether the employee poses a direct threat to the health and safety of the individual or others in the work-place, the City and the Union will mutually agree on a physician to determine the employee's fitness to perform the essential quantity and quality of work of his job and/or whether the employee poses a direct threat to the health and safety of the individual or others in the work-place. The determination of the mutually agreed upon doctor must be submitted to the City and the employee within thirty (30) calendar days of the doctor's selection by the parties and will be determinative. The cost of this physical or psychological examination to be at the City's expense. Should this third exam be resolved in favor of the employee then the City will reinstate the employee to his former position and remit retroactive pay for the wages lost from the time the City is provided notice of the second exam's determination and the employee's reinstatement.

(d) If it is determined the employee is fit then his failure to perform is cause for discipline.

(e) Until a final determination is rendered, the employee will retain the status determined by the City doctor's evaluation and will be eligible to use paid leave or be granted unpaid leave pursuant to this Agreement or as required by law.

For Laborers' International Union of North
America, Local 860, AFL-CIO

Business Manager / Secretary-Treasurer

Secretary/Treasurer

Steward

Steward

For the City of Mentor

Kenneth J. Filipiak, City Manager

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