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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF EUCLID
AND
TEAMSTERS LOCAL NO. 436
AFFILIATION WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS
REPRESENTING
PARKS & RECREATION MAINTENANCE
AND
ANIMAL CONTROL OFFICERS

Effective
January 1, 2021
Through
December 31, 2023

Per Resolution No. 70-2021
Passed June 7, 2021

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AGREEMENT

This Agreement is entered into by and between the City of Euclid, hereinafter also referred to as "Employer" or "City," and the Teamsters Local No. 436, hereinafter also referred to as "Union." This Agreement, as set forth hereinafter, constitutes the sole and complete agreement of the parties.

ARTICLE 1: RECOGNITION

SECTION 1.1

The City of Euclid (the Employee) hereby recognizes the Teamsters Local No. 436 as the sole and exclusive bargaining representative for a bargaining unit composed of all regularly employed full-time employees of the City of Euclid in the Department of Parks & Recreation and the Animal Control Officers.

SECTION 1.2

Excluded from the unit shall be all management level employees, professional employees, confidential employees, supervisors and guards as defined by Ohio Revised Code Chapter 4117.

ARTICLE 2: DISCRIMINATION

SECTION 2.1

There shall be no discrimination against any employee in the matter of training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise, because of race, color, creed, national origin, sex, age, grievance activity, union activity, marital status, disability or handicap.

ARTICLE 3: EMPLOYEES ACTIVITIES

SECTION 3.1

The employees subject to this Agreement shall have the right to form, join or assist in union activities, engage in lawful concerted activities, present grievances, be represented by a union, and to bargain collectively for wages, compensation, hours of work, safety and health, and other conditions of employment.

ARTICLE 4: GRIEVANCE PROCEDURE

SECTION 4.1 DEFINITIONS

(a) A "grievance" shall be defined as a dispute or difference between the Employer, the Union and the employee and/or a member of the bargaining unit concerning the interpretation and/or application of a provision of this Agreement relating to wages, hours of work, health, safety and other conditions of work and shall be restricted to those areas only.

(b) "Immediate supervisor" means the person having immediate supervisory responsibility over the employee/grievant.

(c) "Grievant" shall mean the employee and/or the Union member(s) initiating a

grievance.

(d) "Days" shall mean the actual working days unless specified differently in this Article.

SECTION 4.2 RIGHTS OF EMPLOYEE/GRIEVANT

(a) The employee/grievant may at his/her sole discretion be accompanied at all steps of the grievance by his/her personal representative or be represented by the Union.

(b) The purpose of these procedures is to secure, at the lowest level, the administrator having authority to resolve the grievance in an equitable manner.

(c) The employee/grievant shall be entitled to have the grievance kept confidential as is appropriate and processed as expeditiously as feasible.

SECTION 4.3 TIME SCHEDULES

(a) The number of days indicated at each step in the grievance procedure shall be the maximum.

(b) If the employee/grievant does not present a written grievance within five (5) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

(c) If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition of that step and further appeal shall be barred.

(d) Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

(e) All notices of hearings, dispositions of grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.

(f) Every effort will be made to process grievances to a satisfactory conclusion by the end of the contract year.

(g) Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the work day unless the parties agree otherwise.

(h) The time limits set forth in steps (a) through (c) of this Grievance Procedure may be extended by mutual agreement of the Employer, the Union, and the employee/grievant.

(i) The failure of the grievant or the Union to meet any of the time limits provided in this Article shall constitute a waiver of the grievance and/or the right to further appeal. The failure of the City to meet any of the time limits provided in this Article shall constitute waiver of the employer's right to further review the grievance.

SECTION 4.4 INFORMAL GRIEVANCE PROCEDURE

A grievance, except as indicated in 4.2(b) aforesaid, shall be first presented to the foreman or immediate supervisor of the employee/grievant in an attempt to resolve the grievance.

SECTION 4.5 FORMAL GRIEVANCE PROCEDURE

(a) **STEP ONE.** In the event the grievance is not resolved within (7) days of the informal complaint, it may be pursued further by submitting, in writing, a completed Grievance Form, Step 1, in duplicate. Copies of this form shall be submitted by the grievant to the immediate supervisor. Within seven (7) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within seven (7) days after such meeting by completing Step 1 of the Grievance Report Form and returning a copy to the grievant, the Union and the Superintendent.

(b) **STEP TWO.** If an employee/grievant is not satisfied with the disposition of the grievance in Step 1, the employee/grievant shall, within seven (7) days of such disposition, complete Grievance Report Form Step 2, and file same with the Director (or his designee) of the City of Euclid (Employer) who is in charge of the employee/grievant's department and set forth, in detail, the complete facts upon which the grievance is based. Within ten (10) days, the Director (or his designee) shall meet with the employee/grievant.

Within ten (10) days of this meeting, the Director, or his designee, shall write his disposition of the grievance by completing his portion of the Step 2 Form, forwarding a copy to the employee/grievant, the Union and the employee/grievant's supervisor.

(c) **STEP THREE.** If the employee/grievant is not satisfied with the disposition of the grievance at Step 2, the employee/grievant may request a hearing before the Mayor of the City of Euclid, or his designee, by completing Grievance Report Form Step 3.

The employee/grievant's request for hearing before the Mayor, or his designee, shall be made within five (5) working days following the receipt of the disposition of the Step 2 procedure. The Mayor, or his designee, shall, within seven (7) working days after receipt of the request, set a date for the review of said grievance to appear and give testimony and present any additional facts or documentation relating to the grievance. The Mayor, or his designee, shall, thereafter within fifteen (15) working days, make a written report to the Union and the employee/grievant setting forth its decision, either approving or disapproving the grievance.

(d) **ARBITRATION.** IF the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the City, in writing, of its intent to appeal the grievance.

Within ten (10) working days thereafter, the parties' representatives shall meet for the purpose of attempting to mutually agree upon the selection of an Arbitrator. If no agreement can be reached, the Union shall notify the Federal Mediation and Conciliation Service ("FMCS"), in writing, of its intent to arbitrate the grievance. Upon written notice of the Union's intent to arbitrate, the FMCS shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen in accordance with FMCS then applicable rules.

(1) Hearing Time. The arbitrator shall schedule a hearing within thirty (30) days of appointment, at a time and place convenient to the parties.

(2) Jurisdiction. The arbitrator shall be expressly limited to the meaning, intent or application of the provisions of this Agreement and shall not have the power to modify any of the terms of this Agreement.

(3) The failure of the grievant or the Union to meet any time limits provided herein shall serve as a waiver of any grievance. Similarly, the failure of the Employer to meet any time limits provided herein shall serve as a waiver of the Employer's right to further review of the grievance.

(4) Decision. The decision of the arbitrator shall be final and binding on both parties, subject only to review by the Court of Common Pleas having jurisdiction over the public employer as provided in Chapter 2711.01 *et seq.* of the Ohio Revised Code.

(5) Costs. The costs of the arbitrator shall be paid for equally by the City and the Union.

ARTICLE 5: SENIORITY

SECTION 5.1

Seniority shall be based upon continuous service with the employer, compiled by time actually spent on the payroll, plus properly approved absences or time laid-off, sick leave, or time in military service.

SECTION 5.2 PROBATIONARY EMPLOYEES

Probationary employees, as described in Article 9 shall be without seniority for the duration of their probation, and any extensions thereof. Upon successful completion of their probation, such employee shall be entered onto the seniority list as of the first day of employment in that position.

SECTION 5.3

Employees that voluntarily resign or are discharged for cause terminate their seniority.

SECTION 5.4 LAYOFF

Employees who are laid off shall be laid off on the basis of seniority, beginning with the least senior employee and ending with the most senior employee.

SECTION 5.5 RECALL

(a) Employees laid off shall, in the event a vacancy occurs in the bargaining unit, be eligible for recall for a period of one (1) year from the date of layoff. Recall shall be in reverse order of layoff, and secondarily in order of seniority. The existence of a vacancy in the bargaining unit shall, for purposes of this Section, be determined by the City.

(b) Employees to be recalled after layoff shall be notified in writing by certified mail at his/her last known address to report back to work and the employer shall send a copy to the Union, in writing, at the time of recall.

(c) Failure of an employee to report to work within ten (10) days from the date of receipt of the recall notice shall cause loss of employment rights and, thereafter, such person will not have employment preferences over workers who have not previously been employed by the employer.

SECTION 5.6

(a) Seniority shall prevail in the promotion and transfer of employees, provided the factors of skill, knowledge and ability to perform the required job duties are relatively equal. Animal Control Officers shall use seniority as the determining factor in the selection of holidays and vacation requests.

(b) This subsection 5.5 shall not prohibit the employer from hiring a new employee for a job requiring such other skilled work as employees with seniority do not possess to the extent necessary to perform the duties competently, after first posting for five (5) days said position for bidding by employees of this unit.

(c) Whenever bargaining unit employees are selecting vacations and holidays, bargaining unit employees shall select their times before non-bargaining unit employees. Seniority shall be the deciding factor for selection of times within the bargaining unit.

ARTICLE 6: VACANCIES

Whenever a vacancy occurs within the bargaining unit and such vacancy is not filled through recall of a bargaining unit employee from a layoff list as provided in Section 5.4 of this Agreement, notice of such vacancy shall be posted by the City in all Departments in the bargaining unit for a period of five (5) consecutive working days, not including the date of posting. During the posting period, any employee meeting the minimum qualifications wishing to apply for the vacant position shall do so by submitting a written application, on forms provided by the City, to the Director of Parks and Recreation (in the case of employees in that department), or his designee, or the Chief of Police (in the case of Animal Control Officers), or his designee. Five (5) days thereafter, notice shall be posted by the City indicating to whom the position has been awarded or that the position will not be awarded to any of the applicants, in which case the position may be filled from outside the bargaining unit. Vacancies shall be determined at the City's discretion. All vacancies that occur within any of the Teamsters Local

436 bargaining units shall be posted and made available for all Teamsters Local 436 members who are employed in all Teamsters bargaining unit locations by the City of Euclid.

ARTICLE 7: COMPENSATION/UNIFORM ALLOWANCE

SECTION 7.1

Employees of the bargaining unit shall receive the following scheduled wage rate increases:

Effective January 1, 2021:	2.0%
Effective January 1, 2022:	2.0%
Effective January 1, 2023:	2.0%

SECTION 7.2

The Wage schedule attached hereto as Exhibit A shall be deemed to reflect the wage increases described in this Article and shall reflect the wage schedule for all employees of this bargaining unit.

SECTION 7.3

(a) Employees in the Bargaining Unit assigned as Animal Control Officers shall be entitled to the following license premiums to be paid on an hourly basis:

2021	-	\$.75 per hour
2022	-	\$.75 per hour
2023	-	\$.75 per hour

The premium shall be paid upon sufficient and satisfactory evidence of licensure or certifications in NACA training, Vet Tech training, or euthanasia technician training. A member shall be entitled to compensation for only one of these licensures.

(b) The City shall pay all members of the Bargaining Unit who are required to have and maintain a commercial driver's license for their jobs the annual renewal. Employees will be given two hours of paid time off from their work duties to renew the license. The employees claiming such payments shall furnish the City with the necessary receipts.

(c) Employees in the Bargaining Unit assigned as Pool Operators shall be entitled to the following license premiums to be paid on an hourly basis for the pool season which consists of Memorial Day to August 31st of each year of the contract and including any maintenance, repairs and performance of work orders related to pools outside of pool season described herein:

2021	-	\$.75 per hour
2022	-	\$.75 per hour
2023	-	\$.75 per hour

(d) Employees in the Bargaining Unit who have their CDL shall be entitled to the following license premiums to be paid on an hourly basis:

2021	-	\$.85 per hour
2022	-	\$.85 per hour
2023	-	\$.85 per hour

(e) Employees in the Bargaining Unit who have their Arborist license/certification shall be entitled to the following license premiums to be paid on an hourly basis, but employees who do not currently have an Arborist license/certification must obtain permission from the Service Director or his/her designee before obtaining this license.

2021	-	\$.50 per hour
2022	-	\$.50 per hour
2023	-	\$.50 per hour

SECTION 7.4

Starting rate of return from Military Service: Any employee who has served in the active service of the U.S. Armed Forces and who subsequently is reinstated to a position previously held by him/her may be entitled to receive compensation at a rate no lower than that received by such employee in City employment at the time immediately prior to entrance into the Armed Forces of the United States.

SECTION 7.5

Rate adjustment to be made: Any adjustment in rate of compensation of any City employee occupying a position in the City's service shall become effective the first day of the pay period in which such adjustment is granted.

SECTION 7.6

The City shall pay the Animal Control Officers the amount of one thousand four hundred dollars (\$1,400.00) for purchase and repair of uniforms, boots and shoes for each year of the contract period.

The City shall pay employees in the Parks and Recreation Department the amount of One thousand four hundred dollars (\$1400) for protective clothing, boots and shoes for each year of the contract period.

The City will no longer provide individual foul weather gear to all employees or slicker boots or rubber gloves for bargaining unit employees, and instead, have increased the shoe and clothing allowance as set forth herein.

Payments provided under this section shall be made, without reduction or pro-ratio, for employees of record on or before January 2nd and shall be paid on or before February 28th.

Each employee of the Parks and Recreation Department shall be responsible for

purchasing and maintaining his or her own shoes, boots and clothing, provided that such boots, shoes and clothing shall conform to a standard dress policy adopted and posted by the City which shall be in effect January 1, 2007, and thereafter.

SECTION 7.7

The City will reimburse costs incurred by an employee who attends, completes and obtains certification of satisfactory completion from the school or training facility attended by the employee at the request of the City or by mutual agreement of the City and the employee. Said schooling or training must be directly related to the enhancement of the employee's work assignment and/or his job description. In addition to the cost of the school or training, the City will compensate an employee at his or her regular hourly rate for all hours spent in training and travel to and from a training location for a maximum of eight (8) hours, plus travel expenses, meals and lodging [in accordance with policies of the Finance Department].

ARTICLE 8: HOURS OF WORK

SECTION 8.1

The normal work week for all employees in the bargaining unit shall average forty (40) hours and five (5) days per week. No employee shall be laid off from normal regular hours of employment for the purposes of offsetting overtime or holiday pay. When an observed holiday falls on an employee's scheduled off day, the employee will be given his or her next regular work day as the observed holiday. No employee shall receive premium or overtime pay in a week with an observed holiday unless the employee works in excess of thirty-two (32) hours or works on the observed holiday.

SECTION 8.2 WORKING OUT OF CLASSIFICATION

Any employee ordered to work in a classification with a higher hourly rate shall be paid at such higher rate for all hours worked in the higher paying classification, after one (1) hour of work in the higher paying classification.

SECTION 8.3

Employees in the Parks and Recreation Department shall have the following regular work schedule: Monday through Sunday, 7:00 a.m. to 3:00 p.m. to include one half hour pay period.

SECTION 8.4

The employer will maintain the current scheduling practices regarding Animal Control Officers for the life of the Agreement.

SECTION 8.5

All Parks and Recreation Department employees who are ordered to work a shift other than first shift shall receive a shift differential of sixty-five cents (\$0.65) per hour.

Animal Control Officers assigned to work a shift other than their regularly assigned shift shall receive a shift differential of One Dollar (\$1.00) for every hour worked outside of their normal assigned shift.

SECTION 8.6.

(a) For overtime scheduling for probationary period employees, overtime scheduling will be as follows:

1.) From the date of hire until the forty-fifth (45th) calendar day of the probation period, new employees will remain at the bottom of the scheduled overtime list.

2.) On the forty-sixth (46th) calendar day the employee will be put into the scheduled overtime list by dividing the average worked overtime hours by the number of employees.

(b) The City shall be the sole judge of the necessity for overtime. All overtime will initially be offered to employees within the classification, within the Department within the same shift involved in order of seniority. In offering overtime, the City shall use a list of employees by classification, by seniority, by Department. In making an offer of overtime, the City shall first offer overtime to the employee with the least number of overtime hours and sequentially thereafter. If sufficient employees do not voluntarily accept, the City shall then have the right to offer the overtime to employees within the classification, within the department, on other shifts, in order of seniority. If sufficient employees do not voluntarily accept, the City shall then have the right to offer the overtime to employees within the classification in other departments within the bargaining unit in order of seniority. If there are still an insufficient number of volunteers, the City shall then have the right to assign overtime within the classification, within the department, within the involved shift in the reverse order of seniority and the employee must work the overtime when assigned.

(c) Emergency overtime cannot be refused. An emergency is defined as an impairment to City services or operations which cannot be delayed. However, at the discretion of the Director or his designee, an employee may be excused from emergency overtime.

(d) The City shall equalize overtime within an eight (8) hour spread among employees within the classification, within the department, within the shift. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime equalization.

(e) ***Compensatory Time.*** In lieu of monetary compensation for overtime hours worked, an employee, in his or her sole discretion, may elect to receive compensatory time off. Compensatory time shall be earned at the same rate as overtime pay, i.e., one-and-one-half time. An employee may not accumulate more than sixteen (16) hours of compensatory time at any given time. When an employee elects to be credited with compensatory time hours for overtime hours worked, such compensatory time must be taken off and used within the next two months; otherwise, the compensatory time will be paid off monetarily in the next succeeding pay period. A request to utilize accrued compensatory time must be submitted to and approved by the employee's supervisor at least twenty-four (24) hours prior to the time requested, unless the

supervisor waives this limitation. Compensatory time must be utilized in not less than two-hour increments. An employee may not split or divide overtime hours worked between monetary compensation and compensatory time. The employee shall declare to his/her supervisor at the conclusion of working overtime whether he/she desires to be credited with compensatory time. Absent such declaration, the employee will be paid for overtime hours worked.

SECTION 8.7

An employee who is called in to perform emergency overtime work shall be paid for each call-out less than the equivalent of four (4) hours straight time pay.

ARTICLE 9: PROBATIONARY PERIOD

SECTION 9.1

After initial appointment or promotion, the first one hundred eighty (180) calendar days of service in the position to which appointed or promoted shall be considered the probationary period. Such probationary period may be extended for reasonable amounts of time at the discretion of the employee's Director.

SECTION 9.2

After promotion, if said employee does not satisfactorily complete the probationary period, as determined by management, or he/she becomes dissatisfied with his/her new job as bid during said probationary period, he/she shall be reassigned to his/her prior job, if available, or to another job in the department at equal pay, and in a position determined solely at the discretion of management.

SECTION 9.3

An employee appointed or promoted to an upgraded job category shall not be permitted to bid for other job openings in the department during his/her probationary period in said job category.

SECTION 9.4

A probationary employee may be disciplined or terminated at the discretion of the employer, without recourse to the Grievance Procedure, and shall not accumulate seniority except as provided in Section 5.2 of this Agreement.

ARTICLE 10: HOLIDAYS

SECTION 10.1

The twelve (12) days set forth in Exhibit B attached hereto are hereby declared paid holidays for the employees of the bargaining unit.

SECTION 10.2

If any of the twelve (12) regular holidays outlined in Exhibit B falls on a Saturday, the Friday immediately preceding shall be celebrated as the holiday. If any such holiday falls on a

Sunday, the Monday immediately succeeding shall be celebrated as the holiday. Employees shall not be paid for a holiday when absent by reason of an authorized absence on such day.

SECTION 10.3

In addition to the twelve (12) holidays outlined in Exhibit B, each bargaining unit member hired on or before December 31, 2012 shall be entitled to receive his/her birthday (if regularly schedule to work) and four (4) personal days off with pay. Personal days off may be taken at any time during the calendar year with the approval of the Director of Parks and Recreation (for employees in that department) or the Chief of Police (for Animal Control Officers).

Bargaining unit members hired on or after January 1, 2013 shall be entitled three (3) personal days off with pay. New employees shall be entitled to pro-rated personal days in their first calendar year determined by their hire date. Days are credited as follows:

- A. Hired before January 1 but before April 30 =3 days
- B. Hired on or after May 1 but before August 31 =2 days
- C. Hired on or after September 1 =1 day

SECTION 10.4

Any Animal Control Officer assigned to work and actually working shall receive an additional eight (8) hours pay for the following holidays:

- the first day of January (New Year's Day)
- the Friday before Easter (Good Friday)
- the fourth day of July (Independence Day)
- the Thursday in November designated "Thanksgiving Day"
- the day after Thanksgiving Day
- the twenty-fourth day of December (Christmas Eve)
- the twenty-fifth day of December (Christmas Day)

All Animal Control Officers assigned to work and actually working the remaining holidays, as stated in Exhibit B, shall be compensated at a rate of one and one-half (1-1/2) times their normal rate of pay.

ARTICLE 11: VACATIONS

SECTION 11.1

All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of City service as follows:

- A. When an employee has completed one (1) year of continuous service, the employee shall be entitled to and receive two (2) weeks of vacation.
- B. When an employee has completed five (5) years of continuous service, the employee shall be entitled to and receive a three (3) week vacation.

- C. When an employee has completed ten (10) years of continuous service, the employee shall be entitled to and shall receive four (4) weeks vacation.
- D. When an employee has completed fifteen (15) years of continuous service, the employee shall be entitled to and shall receive five (5) weeks vacation.
- E. When an employee has completed twenty (20) years of continuous service, the employee shall be entitled to and receive a six (6) weeks vacation.
- F. Steps D and E of this Section shall not apply to those members of the bargaining unit hired on or after January 1, 2013. For those members, Steps A, B, and C shall provide the entire scope of Vacations.

SECTION 11.2

(a) An employee becomes eligible for vacation leave on the first anniversary of his employment with the City. Vacation leave shall be taken within twelve (12) months after it is earned. Vacations are to be taken only on a weekly basis unless otherwise agreed by the City, except that employees shall be entitled to use two (2) weeks of vacation in increments of one (1) to four (4) days. Employees wishing to use vacation in increments of less than one (1) week shall give their supervisor forty-eight (48) hours prior notice. In the Parks and Recreation Department, no more than two (2) employees shall take personal leave or a single day vacation on the same date, but the number of employees allowed to take that date as part of a full week (or more) vacation shall remain unchanged.

(b) If an employee wishes to cancel his scheduled single day vacation, he must notify his supervisor within seventy-two (72) hours of his scheduled day off. The supervisor has the discretion to grant an employee cancellation up to forty-eight (48) hours prior to his scheduled day off. An employee will not receive a cancellation at any time less than forty-eight (48) hours of his scheduled day off.

(c) In the event an employee cancels his scheduled day off, the newly opened date must be posted so as to give another employee the opportunity to request that particular day off.

(d) To be entitled to pay for a vacation day, an employee must be in active pay status or on an excused absence the last scheduled work day before the vacation day and the first scheduled work day after the vacation day.

SECTION 11.3

If an employee is terminated, voluntarily or involuntarily, prior to taking his vacation, he shall receive the prorated portion of any fully earned but unused vacation leave which he has accrued under Section 1 of this Article. In the case of the death of an employee, the unused vacation shall be paid to his estate.

SECTION 11.4

If a recognized holiday falls within an employee's vacation leave, the employee shall

receive an additional paid vacation day in lieu of the holiday.

SECTION 11.5

Employees may take their vacations during the calendar year. During January 1, to 8:00 a.m. March 1, of each calendar year, employees will be given the opportunity to indicate on a form provided by the City their vacation leave preference. Promptly thereafter, a written vacation schedule will be prepared by the City with priority given to employees according to bargaining unit seniority. Individual written confirmation will be given to each employee. Once the vacation schedule is determined, it shall not be changed without the consent of the involved employee. Any employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority based upon a first come first serve basis.

The most senior half of the workforce may schedule vacations from January 1 through January 31. The second half of the workforce may schedule vacations from February 1 through the end of February. Once the vacation is determined it shall not be changed without written consent of the involved employee. An employee who fails to make application during the appropriate period will be given his/her vacation leave without regard to seniority and based on first come first serve basis. No employee shall be unreasonably denied vacation time. Modifications to the scheduling procedure can be made if the Department Superintendent and the Union mutually agree to said modifications.

SECTION 11.6

Employees shall take their vacation during the year in which it is earned.

ARTICLE 12: SICK LEAVE

SECTION 12.1

Each full-time employee of the City shall be entitled to sick leave of one and one-fourth (1¼) work days with pay for each completed month of service. Each full calendar month of service shall be deemed a completed month of service.

SECTION 12.2 UNUSED SICK LEAVE

Unused sick leave shall be unlimited in its accumulation, subject only to the Ohio Revised Code relative to such sick leave.

SECTION 12.3 ACCUMULATION - SICK LEAVE DURING AUTHORIZED ABSENCES

Employees absent from work on authorized holidays, during sick leave, vacation, disability leave, or on special leave of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty.

SECTION 12.4 ALLOWANCE OF SICK LEAVE

An employee eligible for sick leave with pay may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, or an illness in the employee's "immediate family" as defined in Article 15. An employee on

sick leave shall inform his/her immediate supervisor of the fact and the reason therefore ~~as soon as possible~~ 15 minutes prior to start of shift, and failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of absence. At the request of the employee, participation in the Teamsters Union Annual Blood Drive is recognized as an authorized use of sick leave. Employees of the Parks and Recreation Maintenance who are members of the Teamsters Union shall be paid for one day's pay for the annual donation to the Teamsters Blood Bank Drive provided they comply with all rules of the Union relating to such donations. Employees who regularly work more than eight hours in a day shall be paid the number of hours they regularly work in a day at their regular hourly rate. In lieu of the preceding and at the employee's option, this day may be taken as a floating holiday scheduled with the approval of their Supervisor.

SECTION 12.5 FRACTIONAL DAYS

Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.

SECTION 12.6 REQUIRED REPORTS

Sick leave, with pay, in excess of three (3) consecutive working days for reason of illness or injury, shall be granted only after presentation of a written statement by a reputable physician certifying that the employee's conditions prevented him/her from performing the duties of his/her position. If the illness or injury continues more than seven (7) calendar days, written reports from the physician must be presented. Any employee fraudulently obtaining sick leave, or Supervisor falsely certifying sick leave allowances for absence from work for other reasons, may be suspended, dismissed, or prosecuted.

SECTION 12.7 SICK LEAVE CREDIT A member who is laid off from their position may, if reappointed within twenty-four (24) months, have available any unused sick leave existing at the time of lay off. A member who transfers, including promotions and demotions, from one City position to another shall retain the unused balance of their accumulated sick leave. A member who was previously employed with another public entity in the State of Ohio may, upon application to their Department Head, be credited with the unused balance of the sick leave accumulated at their previous public employment provided the time between their previous public employment and their application for credit of previous unused sick leave does not exceed ten (10) years.

SECTION 12.7 RETIREMENT AND DEATH BENEFIT The City shall pay to a member who retires from employment with the City, or to the estate of a member who dies while an employee of the City, a sum calculated as follows:

- A. the employee's daily rate of pay multiplied by the number of unused and accumulated sick days up to a maximum of one hundred fifty (150) days; plus
- B. twenty dollars (\$20.00) multiplied by the number of accumulated and unused sick days in excess of one hundred fifty (150) days.
- C. in a single payment unless the employee and City agree to an alternate payment

schedule.

For purposes of this section only, an employee's daily rate of pay shall be calculated by dividing their bi-weekly rate on their last day of employment by ten (10).

ARTICLE 13: DISABILITY LEAVE

SECTION 13.1 WORKMEN'S COMPENSATION OFFSET

Any employee absent as the result of a job-related injury and who receives compensation under the Ohio Bureau of Workers' Compensation Laws (WC) shall receive only that portion of his regular salary that, together with the payments received under the WC Law, will equal his regular salary at the time the injury is sustained. In the event that time off from work is required, they may be offered Salary Continuation in lieu of other forms of compensation under the Workers' Compensation law, provided the City's procedures for injury reporting, compliance and documentation are followed. This documentation will include, but not be limited to, completing a City accident/injury report by end of day/end of shift, or as soon as practicable if extenuating circumstances prevent the employee from complying with the filing requirement, this report will be filed with Human Resources, as well as the person's direct manager and/or Department head. All cases will be dealt with on an individual basis, and the City's decision on each case will be made without prejudice or precedence.

Any employee receiving compensation under WC who reimburses the Employer for any amount the Employer paid, pursuant to this Article, shall not be charged sick leave for any time he shall be absent because of such job-related injury. In the event that the BWC determines that the injury is not employment-related or the claim is disallowed, any time the employee has been absent from work shall be deducted from their appropriated earned leave balances, or if none are available, will be considered unpaid leave. The time spent on leave shall also be counted under the person's Family and Medical Leave Act (FMLA) allotment if such leave also qualifies under the FMLA.

The Employer's payment to an employee under this Article shall continue during the time the employee is receiving payments under the WC Law, but in no event for more than six (6) months from the date of injury. Thereafter, any employee unable to return to work may, at his option, use his accrued sick leave. If an employee is unable to return to work or if he could demonstrate a need for a further leave of absence, with or without pay, the Mayor, in his discretion, may grant a leave of absence, with or without pay, for a period not to exceed three (3) years. At the completion of the leave, the employee shall be permitted to return to active duty without any loss of seniority.

ARTICLE 14: MILITARY LEAVE

SECTION 14.1

In accordance with the State Law, any employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to military leave. Such military leave shall be in addition to and may not be concurrent with authorized vacation leave. Any employee who enters extended military service with the Armed Forces shall be granted leaves of absence without pay to extend until ninety (90) days beyond the termination of such service.

SECTION 14.2

It is the intent of this section to effect exact compliance with the provisions of the Universal Military and Service Act, 50 U.S.C. 459 and the provisions of said Act, as amended, are incorporated herein by reference.

ARTICLE 15: BEREAVEMENT LEAVE

SECTION 15.1

A bargaining unit member who suffers the loss of a member of their immediate family, as defined herein, shall be granted three (3) consecutive days, or three shifts, of paid bereavement leave.

SECTION 15.2

For purposes of this section, "immediate family" is defined as employee's spouse, mother, father, step parents, children, stepchildren, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, a legal guardian or any other relative permanently domiciled with the employee.

ARTICLE 16: JURY AND WITNESS DUTY LEAVE

An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of such service. The employee will receive, as compensation during such leave, the difference between their current salary and the amount of the jury or witness fees received. To be eligible for such leave and compensation, the employee shall notify their Director or Chief upon receipt of the notice of jury service or the subpoena and shall, after completing service, provide their Director or Chief a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

ARTICLE 17: FAMILY AND MEDICAL LEAVE

SECTION 17.1

The City will comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA). The City reserves the right to develop policies in order to implement the FMLA, and such policies shall not conflict with any terms and conditions of this Agreement. All leaves shall run, where applicable, concurrently with Family and Medical Leave (FML).

Members shall first use accrued sick, personal, furlough or other accrued time, as appropriated, prior to taking unpaid leave. A member who takes FML because of the member's own serious health condition shall be required to obtain and present certification from a licensed physician or other appropriate health care provider indicating that the member is fit to return to work, prior to returning to work.

17.2 PARENTAL LEAVE

Special leave with pay will be provided for up to three days to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a child by a spouse is excluded from this policy.

ARTICLE 18: SPECIAL LEAVE

SECTION 18.1 AUTHORIZATION BY MAYOR

The Mayor may authorize special leaves of absence with or without pay for any period or periods not to exceed three calendar months in any one calendar year.

SECTION 18.2

The City Council, upon recommendation of the Mayor, may grant leaves of absence with or without pay in excess of the limitations above for purposes that are deemed beneficial to the City's Service.

ARTICLE 19: UNAUTHORIZED ABSENCE

Any bargaining unit member who fails to notify the appropriate supervisor or obtain the proper authorization as required by any of the provisions of this Agreement, or takes leave for purposes not permitted herein, shall be considered absent without leave. All persons absent without leave shall not be paid for the period of their absence and shall be subject to discipline.

ARTICLE 20: TRANSITIONAL DUTY

When an injured worker recovers to the extent that he may be eligible for a modified work program under the City's Transitional Duty Policy, the City shall place him in his own department. If no such position is available, the City will then place him in another department within the bargaining unit. If no such position is available, the City shall then place him in a non-bargaining unit position. In no event shall an employee be placed in a modified work program within another bargaining unit.

In the event an employee is placed in a non-bargaining unit position, he shall continue to be covered in all respects by this Agreement.

ARTICLE 21: UNION LEAVE

At the request of the Union, a leave of absence without pay shall be granted up to a maximum of two (2) employees who have completed their probationary period and who are required to attend a Union convention or other Union function for a period not to exceed five (5)

working days.

ARTICLE 22: OTHER LEAVE OF ABSENCE PROVISIONS

SECTION 22.1

An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed by the City and provided the employee gives the City ten (10) working days prior notice.

SECTION 22.2

An employee who is on an approved leave of absence as provided herein shall accumulate seniority during the entire period and upon returning to work shall be assigned to his same position within his classification.

ARTICLE 23: GROUP LIFE INSURANCE

The City shall provide \$50,000.00 of life insurance protection for each member of the bargaining unit. The City shall pay 100% of the premium.

ARTICLE 24: LONGEVITY PAY

SECTION 24.1

Each full-time member of the bargaining unit shall receive an additional salary payment in recognition of service of longevity on or about December 23rd of each year, except that in the event an employee retires during any time prior to December 23rd, such employee's longevity pay shall be pro-rated on the effective date of retirement of the employee for the year of retirement only. Longevity pay shall be computed as a percentage of the employee's base salary in accordance with the following schedule:

Five Years or More	3.5% of Employee's base salary
Ten Years or More	5.0% of Employee's base salary
Fifteen Years or More	6.5% of Employee's base salary
Twenty Years or More	8.0% of Employee's base salary

For purposes of this section, an employee's base salary shall be defined as their regular hourly rate multiplied by 2,080. Longevity payments shall be capped at \$7,500 per year.

SECTION 24.2

All employees hired after December 31, 1995 shall not be eligible for longevity pay and shall not be entitled to longevity pay based on prior governmental service.

SECTION 24.3

All employees hired after December 31, 1995, who are not eligible for longevity pay pursuant to Section 24.1, above, shall be entitled to an annual Continuous Service Payment. No

Continuous Service Payment under this provision is due any employee before December 2004. Continuous Service Payments shall be paid at, or approximately at, the same time the City makes longevity payments. Continuous Service Payments shall be paid in accordance with the following schedule:

Upon completion of Five Years or more of service	\$200.00
Upon completion of Ten Years or more of service	\$250.00
Upon completion of Fifteen Years or more of service	\$300.00
Upon completion of Twenty Years or more of service	\$350.00

In no event shall any employee be entitled to a Continuous Service Payment in excess of Three Hundred Fifty Dollars (\$350.00). No payment due under this provision shall be reduced for any year in which the employee retires, is terminated or laid-off.

ARTICLE 25: HEALTH BENEFITS

SECTION 25.1

Each full-time employee shall have the option of participating in a group health insurance plan. The City shall have the discretionary authority to choose the insurance carrier providing the coverage, so long as the City's exercise of that authority does not result in the diminution of the level of services provided to employees on the date of execution of this Agreement.

SECTION 25.3

For 2021, the following plans and deductibles will be implemented:

2021 Annual Cost

Employee Contribution	Estimated Enrollment	Coverage Level	Employee Pays	Employer Pays	Total Monthly Premium
14%	77	Single	\$109.82	\$650.00	\$759.84
14%	229	Family	\$264.87	\$1,627.09	\$1,891.96

Employee Contribution	Estimated Enrollment	Coverage Level	Employee Pays	Employer Pays	Total Monthly Premium
14%	10	Single	\$26.89	\$606.16	\$704.85
14%	10	Family	\$247.00	\$1,517.26	\$1,764.32

Employee Contribution	Estimated Enrollment	Coverage Level	Employee Pays	Employer Pays	Total Monthly Premium
14%	3	Single	\$94.54	\$574.59	\$669.13
14%	4	Family	\$334.02	\$1,437.55	\$1,871.57

2021 Annual Totals			\$818,154.77	\$5,025,707.83	\$5,843,862.60
MSA Contribution from City				\$10,300	
Total Annual Employer Cost				\$5,036,007.83	

2021 MSA (Employee Contributions)	\$800
Single	\$1,975
Family	

Coverage Level	Employee Pays (14%)	Employer Pays	Total Monthly Premium
Single	\$2.67	\$16.39	\$19.06
Family	\$8.03	\$49.36	\$57.39

Coverage Level	Employee Pays (14%)	Employer Pays	Total Monthly Premium
Single	\$0.90	\$5.53	\$6.43
Family	\$2.74	\$16.84	\$19.58

SECTION 25.4

Each full-time bargaining unit employee shall have the option of participating in a group medical, dental plan and a group vision care plan, on either an individual or family basis. The premium, deductibles, co-insurance, and co-payments for the health insurance plan options, are defined, and incorporated as if fully rewritten herein, as set forth above. The City reserves the right to change insurance carriers or self-insure at its discretion, providing such benefits are substantially comparable to those currently provided. The Employer shall pay eighty-six percent (86%) while each participating employee shall pay fourteen percent (14%) cost-share of the total monthly premium respectively.

The parties agree to reopen the Agreement, if healthcare insurance premiums increase more than nine percent (9%) for plan year 2022 or 2023 and it gives reasonable advance notice to the Union no later than November 1, 2022 and November 1, 2023. In determining whether healthcare insurance premiums have increased more than nine percent (9%), the City shall not include any amount it or the healthcare insurance providers pay to a third party, including any commission paid to an insurance broker, or any costs related to vision, dental or life coverage.

A ten dollar (\$10.00) per month tobacco surcharge per month shall apply to participating employees and spouses without a signed affidavit.

SECTION 25.5

All employees shall be eligible to participate in a health care savings plan, known as a Section 125 Plan. Participation levels, annual limits and plan costs may be adjusted on an annual basis with notice to employees prior to program changes.

SECTION 25.6 Health Savings Account (HSA)

An employee who elects to participate in the High Deductible Health Insurance Plan/HSA health shall receive an Employer HSA contribution of \$1,975 in 2021 for employees participating in the family plan or \$800 in 2021 for employees participating in the single plan.

If an employee has been advanced HSA funding by the Employer in any calendar year, is separated from employment during the calendar year prior to December 1 (except for layoff or reduction in force) and has money remaining in the HSA (i.e., has not exhausted the HSA funding prior to separation), any remaining amounts in the HSA shall remain in the employee's possession and control except current year funding by the Employer. The employee shall reimburse the Employer the current year HSA funding by the Employer prorated based upon the number of full months remaining in the calendar year. The appropriate amount will be withheld from the employee's final pay check.

ARTICLE 26: GENERAL SAFETY PROVISIONS

SECTION 26.1

The Union shall be entitled to appoint a representative from each department to serve as members of the City's General Safety Committee. There shall also be a Service Department Safety Committee consisting of the Administrative Director, or his designee, the Superintendent in the Streets Department, the City Safety Manager, the Union President, the Streets and Sewers steward, and the Union Safety Officer. The Committee shall meet at least once every two (2) months and otherwise as often as the Committee determines necessary. All meeting shall not exceed one (1) hour and are to be held at the end of the work day, unless there is mutual agreement otherwise.

SECTION 26.2

The City shall provide safety equipment and maintain proper safeguards and safe working conditions for all employees. In the event an employee reasonably believes a situation is unsafe, the employee shall notify his supervisor immediately. The situation will then be investigated by the Department Safety Committee on the same day or as soon thereafter as possible.

SECTION 26.3

As long as an employee has notified his supervisor of the alleged unsafe condition the employee shall not be required to perform the work until it has been determined to be safe. However, said employee may be assigned duties until an investigation can be completed.

SECTION 26.4

The City will provide and maintain safe vehicles for all employee required to use vehicles for their assigned duties.

SECTION 26.5

Safety equipment shall be worn as required.

SECTION 26.6

A Labor-Management Committee shall be created, and shall consist of at least one member of management and one bargaining unit member. Members of the Committee must receive Labor Management Training either through FMCS or SERB. The Committee shall create its own rules of governance, but shall meet a minimum of one time per year.

ARTICLE 27: EMPLOYEE RIGHTS/UNION SECURITY

Nothing in this Article shall be deemed to require any employee to become a member of the Union. All employees covered by this Agreement who have not become Union members may voluntarily elect to pay a fair share fee. If an employee voluntarily signs a fair share fee authorization, and a copy of the fair share fee authorization is given to the Employer, then the Employer will submit the fair share fee to the Union in the same manner as it submits Union dues deductions. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

ARTICLE 28: EMPLOYER'S RIGHTS

SECTION 28.1

The City of Euclid (Employer) shall, pursuant to Ohio Revised Code Section 4117.08(c)(2), have the right, responsibility and ability to:

(1) determine all matters of inherent managerial policy, including, but not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure;

(2) direct, supervise, evaluate and hire employees;

(3) maintain and improve the efficiency and effectiveness of governmental operations;

(4) determine the overall methods, process, and means of personnel by which governmental operations are to be conducted;

(5) suspend, discipline, demote, discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees;

(6) determine the adequacy of the work force;

(7) determine the overall mission of the employer as a unit of government;

(8) effectively manage the work force; and

(9) take actions to carry out the mission of the public employer as a governmental unit.

SECTION 28.2

The Employer reserves the right to discipline for any illegal strike action or violation of this provision. Violation of this paragraph may constitute an unfair labor practice as determined and remediable by the State Employment Relations Board (SERB). In the event an unfair labor practice is determined by SERB, the City will not subsequently impose discipline except as recommended by SERB.

ARTICLE 29: UNION BUSINESS

SECTION 29.1 UNION SECURITY

The City of Euclid (the Employer) agrees to deduct each month from each employee's earnings the monthly dues in an amount certified to be current by the secretary/ treasurer of the Union upon written authorization of each employee who is a member of the union.

SECTION 29.2

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

SECTION 29.3

There shall be no discrimination, restraint, or coercion by the Employer against any employee for his/her activities on behalf of, or membership in, the Union.

SECTION 29.4

Union activities will be permitted on City property provided that the Union is responsible for scheduling use of any needed facilities and paying any associated costs, that the Union provide at least seven (7) days advance written notice to the supervisor of affected employees, and that such activities do not interfere with the effective and efficient operation of the department.

SECTION 29.5

The Union agrees that its members shall comply with all department rules, regulations, directions, policies, standards, operational procedures, etc., regarding their conduct and work performance.

SECTION 29.6

Within a reasonable time not to exceed ten (10) days after the execution of this Agreement, the Union shall notify the City of the name(s) of those persons elected or appointed stewards of the bargaining unit. Similarly, within a reasonable time not to exceed ten (10) days, the Union shall notify the City of any additions, deletions, or other modifications to the roster of Union stewards for the bargaining unit.

SECTION 29.7 NO STRIKE - NO LOCKOUT

The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike. For purposes of this section, "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in wages, hours, terms and conditions of employment for the duration of this Contract or any extension thereof. The City shall not lock out any employee for the duration of this Contract.

ARTICLE 30: DISCIPLINE

SECTION 30.1

The City of Euclid believes that all employees should be encouraged to work to the fullest extent of their ability. In an effort to keep the public trust and assist employees in working to the utmost of their ability, the City of Euclid will progressively discipline employees who violate any of the work rules attached as Exhibit K. No employee shall be disciplined, suspended, or discharged without just and proper cause.

A system of progressive discipline is administered in steps, with each step becoming more severe. The four (4) steps in the disciplinary process are:

1. Verbal Warning and Cautioning
2. Written Reprimand
3. Suspension
4. Discharge

Consistent with just cause, the City may impose a higher level of discipline than a verbal warning and cautioning for more serious offenses. An employee who is disciplined must be notified within five (5) days from the date on which the City knew or should have known of the employee's infraction.

SECTION 30.2 VERBAL WARNING AND CAUTIONING

For most first offenses or violations of work rules, the employee will meet with his/her supervisor and discuss the violation. The employee shall have the right to have a Union representative present, upon request. The supervisor will explain how the employee's action or inaction violated the rule and will caution and counsel the employee on what corrective action needs to be undertaken. After that meeting the supervisor will make a written notation to the employee's file indicating that a verbal warning has been given, the date of the meeting, a short synopsis of the violation and what corrective action or steps have been discussed.

SECTION 30.3 WRITTEN REPRIMAND

If the employee continues to violate the same rule for which the employee was previously given a verbal warning, if the employee violates different rules, or if the seriousness of the situation warrants it, an employee may receive a written reprimand. In the event of discipline, the supervisor will send the employee correspondence indicating the nature of the violation and,

if appropriate, outlining the type of corrective action that needs to be undertaken by the employee. The written reprimand will be placed in the employee's file.

SECTION 30.4 SUSPENSION

If the employee continues to violate rules in which he/she has previously received a written reprimand, if different violations occur after receipt of previous written reprimands, or if the situation warrants more serious action, an employee may be suspended from duty without pay, subject to Section 28.1. Prior to any suspension an employee will receive a pre-disciplinary hearing from his/her Director. Upon notice of a violation of the work rules that may warrant a suspension, the employee's immediate supervisor will notify the Director of the situation. The Director will initiate an investigation of the incident. If the investigation reveals that a suspension may result, the Director will notify the employee in writing that a pre-disciplinary hearing will be held with the Director at a designated time and place. The notification will outline the possible rule violations that have occurred. The employee has the option to meet privately with a Union representative before the conference and have the Union representative attend the conference with him/her and speak on the employee's behalf. At the conference the employee will be given the opportunity to explain the situation and give reasons for his/her conduct. At the conclusion of the conference, the Director has three (3) working days in which to notify the employee and the Union President of any suspension. The employee will receive a written letter indicating the disposition of the charged violations and the length of the suspension without pay. The letter shall describe in detail the reason or reasons for which the employee has been suspended. Any suspension shall be for a specific number of consecutive days on which the employee would have been regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of the suspension only. A copy of said letter will be placed in the employee's file and will be forwarded to the Personnel office and the Civil Service Commission.

SECTION 30.5 DISCHARGE

In the event the employee has not corrected behavior previously dealt with in any of the above steps or if the infraction is of a serious and/or grave nature, an employee may be discharged. Before an employee may be discharged, the pre-disciplinary procedure outlined in the Suspension section above must be followed.

SECTION 30.6

In imposing discipline on a current charge, the City shall not take into account any prior offenses which occurred outside the record retention period outlined in Article 10, Section 7. Offenses occurring outside the retention period shall be sealed on the employee's personnel file and shall not be used against the employee.

SECTION 30.7

The following schedule applies to retention of infraction records in an employee's personnel file. This schedule does not imply whether or what type of discipline might be imposed for any given infraction of work rules.

12-MONTH RETENTION OF RECORD	Any unrelated violation of "Group I" offenses, Personnel Policy Section 5.5.
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24-MONTH RETENTION OF RECORD	Conviction of a job-related misdemeanor, Personnel Policy Section 5.2 Conviction of a felony, Personnel Policy, Section 5.3 Any "Group II" offense, Personnel Policy Section 5.5 Fourth related or identical violation of "Group I" or "Group II" offenses, Personnel Policy, Section 5.5 Violation of Driver Disciplinary Program, Personnel Policy Section 5.5 Violation of CBA Drug Testing Policy
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Record of the arrest of an employee, Personnel Policy Section 5.5, shall be retained for one year or until resolution of the criminal matter, whichever occurs first. "Letter of Caution" issued (pursuant to the Driver disciplinary Program) to drivers found not at fault shall not be held in an employee's personnel file.

SECTION 30.8

An employee shall receive a copy of any warning, reprimand, or other disciplinary action within a reasonable period of time not to exceed five (5) working days. He/she shall sign and acknowledgment that the copy has been received. A copy of such disciplinary action shall be forwarded to the Local Union President.

SECTION 30.9

It is important that employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure beginning Step 2.

SECTION 30.10

Within thirty (30) calendar days following ratification of this Agreement, the City shall provide each employee with a copy of all existing work rules, including rules of disciplinary infractions. Further, the City shall provide each employee with a copy of any other work rule(s) promulgated by it prior to the rule(s) being placed in effect. Each employee shall be required to sign a form acknowledge receipt of the rules or any new rules which are issued. This acknowledgment shall be placed in the employee's personnel file with a copy provided to the Local Union President.

ARTICLE 31: RESIDENCY

All bargaining unit employees shall reside within one hour from Euclid City Hall.

ARTICLE 32: PHYSICAL AND AGE REQUIREMENTS

The employer shall have the right to promulgate reasonable requirements of a prospective employee to meet certain physical and age standards as a pre-requisite to permanent employment with the City of Euclid, as permitted by law.

ARTICLE 33: DRUG AND ALCOHOL TESTING

SECTION 33.1 POLICY STATEMENT

Both the City and the Union recognize that Alcohol and Drug Abuse are threats to the Public Safety and to the employees. Thus, the employer will take the necessary steps, including Alcohol and Drug Testing, to eliminate Alcohol and Drug Abuse. The goal of this policy is that of education, prevention and rehabilitation, rather than discipline and termination. Employees who believe they have a dependency problem, even in its early stages, are encouraged to seek diagnosis and follow through with treatment that may be prescribed by qualified professionals, in order to eliminate the problem, as early as possible. The same benefits and insurance coverage's that are provided for all other diseases under the City's insurance programs will be available for individuals who accept medically approved treatment for Alcohol and Drug dependency.

SECTION 33.2 JOB SECURITY

It will be the responsibility of the employer to implement this policy and to assure that no person with an Alcohol or Drug dependency problem will have his/her job security or promotional opportunities jeopardized by a request for diagnosis or treatment. The decision to request a diagnosis and to accept treatment for Alcohol and Drug dependency is the personal responsibility of each employee. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance and/or discipline. Persons participating in the Alcohol or Drug dependency program will be expected to satisfy existing job performance standards and established work rules.

SECTION 33.3 CONFIDENTIALITY

It is imperative that all employees recognize and preserve the confidential nature of the medical records of employees with alcohol and drug dependency problems. If any employee feels that alcohol or drugs have become a problem that is reflected in their work performance, he/she is strongly urged to speak to his/her immediate Supervisor.

SECTION 33.4 DISCLAIMER

Nothing in this statement of policy is to be interpreted as constituting a waiver of the Department's responsibility to maintain discipline or its right to take disciplinary actions, in case of poor performance or misconduct that may result from Alcohol and Drug dependency.

SECTION 33.5 BASIS FOR TESTING

Employees may be tested for Alcohol and Drug related impairment, under any of the following conditions:

1. Where there is reasonable suspicion to believe that the employee is under the influence of, or their job performance is impaired by, either Alcohol or Drugs. Such reasonable suspicion must be based on objective facts or specific circumstances found to exist that present a reasonable basis to believe that the employee is under the influence of, or is using or abusing, Alcohol or Drugs. Examples of reasonable suspicion may include, but are not limited to, poor work performance, high level of sick time usage, unusual behavior or actions,

involvement in an on-the-job accident resulting in personal injury or property damage, or involvement in a traffic accident while operating a City vehicle, where circumstances raise a question concerning the existence of Alcohol use or Drug abuse by the employee. The listing of these examples are not intended to exclude other situations that may give rise to reasonable suspicion of being under the influence of, or using or abusing, Alcohol or Drugs.

2. After participation in an Alcohol or Drug abuse rehabilitation program, an employee shall be required to undergo three (3) urine tests, within the one (1) year period starting with the employee's completion of the program.

SECTION 33.6 ORDER FOR TESTING

If an employee is reasonably suspected of being under the influence of, or using or abusing alcohol or drugs, it shall be reported to the employee's Director or Chief and he shall determine if Alcohol or Drug testing is warranted. If it is determined by the Director/Chief that the testing is warranted, he shall issue the order requiring that the test be taken. Nothing in this section shall prevent an immediate Supervisor, or the Director/Chief, from issuing the order that the test be taken if they reasonably suspect an employee to be under the influence of alcohol or drugs. The individual first reporting to the Superintendent in charge shall give their reasons for doing so, in writing, to the Superintendent in charge, as soon as possible. This report shall be confidential, but a copy given to the affected employee, if requested, and shall be released to any person designated by the affected employee.

SECTION 33.7 TESTING PROCEDURES

Specimen collection shall occur in a secure and private room and shall be witnessed by a person of the same sex as the Donor-Employee. Specimen samples shall be sealed, labeled against the identity of the employee to ensure the results match the employee tested, and stored in a secure and refrigerated atmosphere, until tested or delivered to the Testing Laboratory. Prior to submitting the sample, the employee will be required to complete a form indicating all drugs currently being taken and any toxic substances he may have come in contact with. If alcohol abuse is suspected, the employee may submit to a breathalyzer test, to be administered by an operator licensed through the State of Ohio, Department of Health, if he so desires.

SECTION 33.8 CDL EMPLOYEES

In addition to the above, all bargaining unit members satisfying the definition of a Driver in Exhibit G, shall be subject to the following procedure for Alcohol and Controlled Substances Testing, in Exhibit K.

ARTICLE 34: PERSONNEL

SECTION 34.1

All employees of the bargaining unit shall be assigned to one of the following job classifications:

Animal Control Officer

Animal Control Foreman
Laborer
Watchguard/Laborer
Light and Special Equipment Operator
Tree Worker
Foreman

SECTION 34.2

Detailed job descriptions of each classification are attached hereto at Exhibits C,D, E, F, G, H, I, and J.

ARTICLE 35: NEW AND CHANGED JOBS

If substantial changes occur in the method of operations, tools, or equipment of a job, or if a new job is established within the general scope of the work performed by members of this unit, the City shall establish and describe the job and it shall establish a pay structure for that job and may implement the job. The pay structure shall then be reviewed with the Union. If the Union is not in agreement with the rate of pay for the job, it can file a grievance at Step 3 of the grievance procedure within thirty (30) calendar days following the termination of discussions concerning the rate of pay. If the grievance is arbitrated, the arbitrator shall have the authority to establish the proper rate of pay for the job or he shall order placing the job within the rate of pay for that classification. The arbitrator's award shall become final and binding and the rate of pay shall be retroactive to the commencement of discussions between the Union and the City in accordance with this Article. Any rate and classification agreed to by the City and the Union shall become part of the wage schedule of this agreement.

ARTICLE 36: SUB-CONTRACTING/PRIVATIZATION

The City shall have the right to sub-contract and/or privatize work customarily performed by employees of the bargaining unit so long as it does not result in the layoff of any current employees.

ARTICLE 37: REOPENING OF CONTRACT

Either party hereby desirous of making changes or modifications in this Contract shall notify the other party pursuant to the requirements set forth in the permanent rules of the State Employment Relations Board No. 4117.-9-02, except that the parties by mutual agreement may extend the timetable set forth in O.R.C. Section 4117.01 *et seq.*

ARTICLE 38: LEGAL REFERENCES

This Agreement is subject to all applicable and existing or future laws or regulations of the United States and the State of Ohio, including applicable and existing or future laws or regulations of the City of Euclid. Should any part of this Agreement be invalid by operation of law existing or promulgated in the future, or be declared invalid by any tribunal of competent

jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written notice by either party, the parties to this contract shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this contract by good faith negotiations.

ARTICLE 39: TERM OF CONTRACT

This Agreement shall be effective January 1, 2021 and shall remain in effect until December 31, 2023.

ARTICLE 40: COUNTERPARTS

This Agreement may be simultaneously executed in four or more counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same Agreement

IN WITNESS WHEREOF, the parties hereto, being the City of Euclid and Teamsters Local 436, hereby execute this Agreement this 08 day of June, 2021.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL NO. 436

EMPLOYER:
THE CITY OF EUCLID


By: Dennis Kashi, President


By: Kirsten Holzheimer Gail, Mayor


By: Fred Crow, Jr, Secretary/Treasurer

APPROVED AS TO FORM

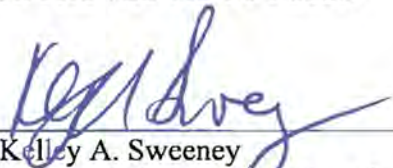

Kelley A. Sweeney
Director of Law of the City of Euclid

EXHIBIT A - WAGES

The following schedule shall be the minimum wage rates paid to the designated position.

<u>Position</u>	<u>Effective</u>	<u>Hourly</u>
Laborer	2021	\$19.06
	2022	\$19.44
	2023	\$19.83
Light Equipment Operator	2021	\$24.79
	2022	\$25.29
	2023	\$25.80
Special Equipment Operator/Tree Worker	2021	\$25.85
	2022	\$26.37
	2023	\$26.90
Foreman Parks & Recreation	2021	\$30.02
	2022	\$30.62
	2023	\$31.23
Foreman Animal Control	2021	\$22.58
	2022	\$23.03
	2023	\$23.49
Humane Officer	2021	\$20.13
	2022	\$20.53
	2023	\$20.94

EXHIBIT B - HOLIDAYS

The following shall be designated holidays for bargaining unit employees:

- The First Day of January (New Year's Day)
- The Third Monday of January (Martin Luther King Day)
- The Third Monday of February (President's Day)
- The Friday before Easter (Good Friday)
- The Last Monday of May (Memorial Day)
- The Fourth of July (Independence Day)
- The First Monday in September (Labor Day)
- The Second Monday in October (Columbus Day)
- The Thursday in November designated "Thanksgiving Day"
- The Day after Thanksgiving
- The Twenty-fourth of December (Christmas Eve)
- The Twenty-fifth of December (Christmas Day)

EXHIBIT C - ANIMAL CONTROL OFFICER CITY OF EUCLID JOB DESCRIPTION

Job Summary: Responsible for enforcing the provisions of the laws of Ohio and the ordinances of the City relative to the licensing of dogs, the impounding and destruction of unlicensed dogs, and dogs running at large. Works under the immediate direction of the Animal Control Supervisor.

Job Duties:

- Capture and impound unlicensed, stray and uncontrolled animals.
- Cage or secure animals and deliver to shelter.
- Supply food, water and personal care to detained animals.
- Clean, medicate, vaccinate animals in need of such services.
- Issue warnings or summonses to delinquent dog owners.
- Assist in euthanasia and disposal of animals.
- Investigate animal-related complaints.
- Perform other related duties as required.

(The description above represents the most significant duties of this position but does not exclude other occasional work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.)

Work Environment: Medium work (exerting up to 50 lbs. of force occasionally). Indoor/outdoor. Subject to hazards: ambient noise level, animal bits. Atmospheric conditions: fumes, odors, dusts, mists, gases; occasional exposure to below 32 degree F temperatures, noise. Physical activity: climbing balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, repetitive motions of the wrists, hands and fingers.

Requirements: High school graduate. Two years experience in the field of animal control. Certification by National Animal Control Association Academy preferred. Ability to express and exchange ideas and instructions accurately and clearly. Valid driver's license. Euclid residency.

EXHIBIT D - LABORER CITY OF EUCLID JOB DESCRIPTION

Job Summary: Responsible for a variety of routine tasks needed to repair and maintain the Parks and Recreational facilities of the City of Euclid. Works under the immediate supervision of the Superintendent of Parks and Recreation Maintenance.

Job Duties:

- Dig, spread, sweep and level dirt and gravel, using pick and shovel.

- Lift, carry, hold, load and unload tools and equipment.
- Clean tools, equipment, material and work areas.
- Mix, pour and spread concrete, asphalt, gravel and other materials.
- Operate pickup trucks.
- Comply with all departmental safety regulations.
- Perform other related duties as required.

(The description above represents the most significant duties of this position but does not exclude other occasional work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.)

Work Environment: Heavy work (exerting up to 100 lbs. of force occasionally); indoor/outdoor. Subject to hazards: moving mechanical parts, electric current, water, chemicals. Atmospheric conditions: fumes, odors, dusts, gases; occasional exposure to below 32 degree F temperatures, noise and vibration. Physical activity: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering and grasping.

Requirements: High school graduate. Valid driver's license. Ability to express and exchange ideas and instructions accurately and clearly. Euclid residency.

EXHIBIT E - WATCHGUARD/CUSTODIAN CITY OF EUCLID JOB DESCRIPTION

Job Summary: Responsible for protecting the Parks and Recreation properties against fire, theft, vandalism, illegal entry and for performing routine maintenance tasks. Works under the immediate direction of the Manager of Parks and Recreation Maintenance.

Job Duties:

- Patrol and secure buildings and grounds under his/her care.
- Call for assistance in correcting emergency conditions.
- Clean and maintain Parks Department buildings.
- Perform other related duties as required.

(The description above represents the most significant duties of this position but does not exclude other occasional work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.)

Work Environment: Medium work (exerting up to 50 lbs. of force occasionally); indoor/outdoor. Subject to hazards: moving mechanical parts, electric current, water, chemicals. Atmospheric conditions: fumes, odors, mists, gases, occasional exposure to below 32 degree F temperatures, noise and vibration. Physical activity: balancing, stooping, kneeling, crouching, crawling, reaching, walking, pushing, pulling and lifting.

Requirements: High school graduate. Valid driver's license. Ability to express or exchange ideas and instructions accurately and clearly. Euclid residency.

EXHIBIT F - LIGHT EQUIPMENT OPERATOR CITY OF EUCLID JOB DESCRIPTION

Job Summary: Responsible for the repair and maintenance of the City's parks and cemetery facilities using the equipment and materials available to the Department. Works under the immediate supervision of the Manager of Parks and Recreation Maintenance.

Job Duties:

- Operate pickup and dump trucks, front-end loaders, tractors, mowers, buckets, and stump grinders in the repair and maintenance of the Department's parks and cemetery.
- Safety check the equipment used on a regular basis.
- Assist in the grounds maintenance of City Hall, Police Station, Cemetery, and Sims and Euclid Beach Parks.
- Plant trees, shrubs, grass, flowers as directed by the manager and/or the foreman.
- Locates grave site and mark off area to be excavated.
- Dig graves to specified depth, using pick and shovel, or back-hoe.
- Perform other related duties as required.

(The description above represents the most significant duties of this position but does not exclude other occasional work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.)

Work Environment: Heavy work (exerting up to 100 lbs. of force occasionally); indoor/outdoor. Subject to hazards: moving mechanical parts, electric current, water, chemicals. Atmospheric conditions: fumes, odors, dusts, mists, gases, occasional exposure to below 32 degree F temperatures, noise and vibration. Physical activity: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering and grasping.

Requirements: High school graduate or equivalent. Commercial driver's license. Experience operator of High Ranger bucket truck, portable power saw, extension pole, etc. Ability to express and exchange ideas and instructions accurately and clearly. Euclid residency.

EXHIBIT G - SPECIAL EQUIPMENT OPERATOR CITY OF EUCLID JOB DESCRIPTION

Job Summary: Responsible for maintaining the health of the trees by utilizing professional arboriculture practices such as pruning, fertilizing, staking, removing, planting, mulching, watering and spraying all trees on City Streets and City parks. Works under the immediate supervision of the General Foreman and Superintendent of Parks and Recreation

Maintenance.

Job Duties:

- Safely operate any and all Department equipment including the bucket truck, stump grinder, chipper and chain saws;
- Perform tree maintenance using appropriate climbing gear when necessary;
- Report all work completed daily to the General Foreman and/or Superintendent;
- Lift, carry, hold, load and unload tools and equipment;
- Clean tools, equipment, material and work areas;
- Comply with all departmental safety regulations;
- Perform other related duties as required;
- Maintenance of city trees as needed.

(The description above represents the most significant duties of this position but does not exclude other work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.)

Work Environment: Heavy work, (exerting up to 100lbs. of force occasionally); indoor/outdoor. Subject to hazards; Moving mechanical parts, electric current, water, chemicals; atmospheric conditions; fumes, odors, dusts, gases, occasional exposure to below 32 degrees F temperatures, noise and vibration. Physical activity; climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, pushing, pulling, lifting, fingering and grasping.

Requirements: High school graduate or equivalent. Valid commercial driver's license (CDL). Five years experience in the arboriculture field. Must have knowledge of urban forestry practices and principals. ISA certification preferred. Ability to: express and exchange ideas and instructions accurately and clearly.

EXHIBIT H - TREE WORKER CITY OF EUCLID JOB DESCRIPTION

Job Summary: Responsible for maintaining the health of the trees by utilizing professional arboriculture practices such as pruning, fertilizing, staking, removing, planting, mulching, watering and spraying all trees on City streets and City parks. Works under the immediate supervision of the General Foreman and Superintendent of Parks and Recreation Maintenance.

Job Duties:

- Safely operate any and all Department equipment including the bucket truck, stump grinder, chipper and chain saws;
- Perform tree maintenance using appropriate climbing gear when necessary;
- Report all work completed daily to the General Foreman and/or Superintendent;
- Lift, carry, hold, load and unload tools and equipment;
- Clean tools, equipment, material and work areas;
- Comply with all departmental safety regulations;
- Perform other related duties as required;

Maintenance of city trees as needed.

(The description above represents the most significant duties of this position but does not exclude other work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.)

Work Environment: Heavy work (exerting up to 100 lbs. of force occasionally); indoor/outdoor. Subject to hazards: Moving mechanical parts, electric current, water, chemicals; atmospheric conditions: fumes, odors, dusts, gases; occasional exposure to below 32 degree F temperatures, noise and vibration. Physical activity: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering and grasping.

Requirements: High School graduate or equivalent. Valid commercial driver's license (CDL). Two years experience in tree climbing. Must have a knowledge of urban forestry practices and principals. ISA certification preferred. Ability to: express and exchange ideas and instructions accurately and clearly.

EXHIBIT I - ANIMAL CONTROL FOREMAN CITY OF EUCLID JOB DESCRIPTION

Job Summary: Responsible for the daily operation of the City's Animal Pound. Works under the immediate direction of the Animal Control Supervisor.

Job Duties:

- Maintain the cleanliness of the Animal Pound: sweep, mop, wax, buff floors.
- Clean dog cages and dog runs.
- Provide food and fresh water for dogs and cats; grooming.
- Exercise dogs on a daily basis.
- Treats sick animals: de-worming, vaccinating, etc.
- Dispatch calls to Animal Control Officers.
- Record adoptions; handle monies and account for cash transactions.
- Train new personnel and volunteers in the operations of the Animal Pound.
- Direct all operations when the Supervisor is not available.
- Perform other related duties as required.

(The description above represents the most significant duties of this position but does not exclude other occasional work assignments not mentioned, the inclusion of which would be in conformity with the factor degree assigned.)

Work Environment: Heavy work (exerting up to 100 lbs. of force occasionally). Indoor/outdoor. Subject to hazards: ambient noise level, animal bits. Atmospheric conditions: fumes, odors, dusts, mists, gases, occasional exposure to below 32 degree F temperatures.

Physical activity: climbing, stooping, kneeling, pushing, pulling, lifting, grasping, reaching, standing, walking, and feeling.

Requirements: High school graduate. Ability to express and exchange ideas and instructions accurately and clearly. Euclid residency.

EXHIBIT J - FOREMAN CITY OF EUCLID JOB DESCRIPTION

Job Summary: Responsible for coordination of projects and assignments and the supervision of workers engaged in repair and maintenance of municipal parks, recreational facilities, forestry projects and the cemetery. Assumes the Superintendent's responsibilities as needed. Works under the immediate supervision of the Parks and Recreation Superintendent.

Job Duties:

- Determine extent of service and equipment needed to complete projects.
- Train, schedule, assign duties and supervise department personnel. Inspect work done and effect changes if necessary.
- Oversee contracted projects to verify adherence to specifications.
- Exercise control over all equipment, materials and supplies.
- Develop future work projects including preventive maintenance programs.
- Provide records of projects, personnel used, time, materials and outcome.
- Operate all department equipment such as but not limited to: pool pumps, motors, chlorine and acid pumps, arena compressors, brine pumps, chillers, dehumidifier, cooling tower and irrigation.
- Perform other related duties as required.

(The description above represents the most significant duties of this position but does not exclude other occasional work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.)

Work Environment: Heavy work (exerting up to 100 lbs. of force occasionally); indoor/outdoor. Subject to hazards: moving mechanical parts, electric current, water, chemicals. Atmospheric conditions: fumes, odors, dusts, gases, occasional exposure to below 32 degree F temperatures, noise and vibration. Physical activity: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering and grasping.

Requirements: High school graduate. Commercial driver's license. Knowledge of operating systems of swimming pools and ice arenas. Two (2) years experience of pool and arena operations. Ability to express ideas and instructions accurately and clearly. Euclid residency.

EXHIBIT K – ALCOHOL AND DRUG TESTING
Alcohol & Controlled Substances Testing Procedure for
Employees Who Possess a Commercial Driver's License

I. PURPOSE.

The purpose of this procedure is to aid in the prevention of accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

II. DEFINITIONS.

1. **Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

2. **Alcohol concentration (or content)** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

3. **Alcohol use** means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

4. **Driver** means any bargaining unit member who operates a commercial motor vehicle. For purposes of this definition, commercial motor vehicle means a motor vehicle or combination of motor vehicles used to transport passengers or property if the motor vehicle:

1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
2. Has a gross vehicle weight rating of 26,001 or more pounds; or
3. Is designed to transport 16 or more passengers, including the driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

For the purposes of pre-employment/pre-duty testing only, the term "driver" includes a person applying to an employer to drive a commercial motor vehicle.

5. **Performing (a safety-sensitive function)** means a driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

6. **Refuse to submit (to an alcohol or controlled substances test)** means that a driver:

- (1) Fails to provide adequate breath for alcohol testing as required in Part VI of this Procedure without a valid medical explanation, after he/she has received notice of the requirement for breath testing in accordance with the provisions of this part,
- (2) Fails to provide an adequate urine sample for controlled substances testing as

required in Part VI of this Procedure without a genuine inability to provide a specimen (as determined by a medical evaluation), after he/she has received notice of the requirement for urine testing in accordance with the provisions of this part, or

(3) Engages in conduct that clearly obstructs the testing process.

7. **Safety-sensitive functions** means the following:

- (1) All time waiting to be dispatched;
- (2) All time inspecting, servicing or conditioning any commercial motor vehicle;
- (3) All time driving a commercial motor vehicle;
- (4) All other time spent in or on any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent dealing with a commercial motor vehicle accident, and
- (7) All time repairing, obtaining assistance or remaining in attendance upon a disabled commercial motor vehicle.

8. **Substance abuse professional** means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, driver assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

9. **Any term** needing definition, but not specifically defined herein, shall be given the definition found in the Omnibus Transportation Employee Testing Act of 1991, and the regulations thereto.

III. **NOTICE OF POLICY.**

Each driver shall receive a copy of the City of Euclid's Alcohol and Drug Policy for drivers who Operate Commercial Motor Vehicles. Such notice is for informational purposes only, and shall not be interpreted as modifying the terms of this agreement. Each driver shall be required to sign a certificate or receipt that he/she has in fact received such policy. Any driver refusing to sign such certificate of receipt after receiving such policy shall be considered insubordinate and subject to discipline.

IV. **PROHIBITIONS.**

No driver shall engage in any of the following prohibited activities:

1. Reporting to or remaining on duty requiring the performance of a safety-sensitive function with an alcohol concentration of 0.04 or greater;
2. Possess alcohol, unless it is manifested and transported as part of a shipment, while on duty or operating a commercial motor vehicle;

3. Use alcohol while performing a safety-sensitive function;
4. Perform a safety-sensitive function within four (4) hours of using alcohol;
5. Use alcohol within eight (8) hours of an accident or until he/she undergoes a post-accident alcohol test when required by this policy;
6. Refuse to submit to any alcohol or controlled substance test required by this procedure;
7. Reporting to or remaining on duty requiring the performance of a safety-sensitive function when the driver uses a controlled substance. This prohibition does not apply to any controlled substance use pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Any driver using a controlled substance pursuant to physician instructions shall, prior to performing any safety-sensitive functions, submit to his/her supervisor a written statement from such physician indicating the substances used and that such substances do not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. Report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for a controlled substance.

V. TESTING.

1. Pre-Employment Testing.

Unless one of the exceptions of 49 C.F.R. 382.301 (b) or (c) apply, each driver, after receiving an offer of employment with the City, but prior to the first time he/she performs a safety-sensitive function for the employer, shall undergo testing for controlled substances. Any driver promoted or transferred to a safety-sensitive position shall be treated as a new hire.

2. Post-Accident Testing.

Each of the following drivers shall, as soon as practicable following an accident involving a commercial motor vehicle, submit to a test for alcohol and controlled substances:

1. Any driver performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
2. Any driver who receives a citation under State or local law for a moving traffic violation arising from the accident.

All drivers required to submit to Post-Accident testing shall remain readily available for such testing or will be deemed to have refused to submit to testing.

In the event a driver required to submit to Post-Accident testing is not tested for alcohol within two (2) hours of the accident, the employer shall insert a written record into the driver's file stating the reason for such delay. The employer shall continue attempts to obtain an alcohol test for up to eight (8) hours following the accident at which time attempts shall cease and the driver's record shall reflect the reasons for such failure to test.

In the event a driver required to submit to Post-Accident testing is not tested for controlled substances within thirty-two (32) hours following the accident, the employer shall cease attempts to obtain a test and shall insert a written record into the driver's file stating the reasons the test was not promptly administered.

3. Random Testing.

Drivers shall be subject to random alcohol and controlled substances testing. The random selection of drivers shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the driver's Social Security Number, payroll identification number, or other comparable identifying number.

Testing shall be performed on an unspecified number of dates reasonably spread throughout the year and shall be at the minimum annual percentage rates of twenty-five percent (25%) of the drivers for alcohol and fifty percent (50%) for controlled substances. The employer may test at a lower or different rate for either alcohol or controlled substances if either such rate is changed by the Federal Highway Administration Administrator. Each driver shall have an equal chance of being tested each time selections are made. Actual dates of testing shall be unannounced.

Each driver selected for random testing shall proceed to the designated test site immediately, or as soon as possible after completion of any safety-sensitive functions then being performed.

A driver shall be tested for alcohol only while performing a safety-sensitive function, just before or just after performing such functions. A driver may be tested for controlled substances at the discretion of the employer.

4. Reasonable Suspicion Testing.

A driver shall submit to an alcohol test or controlled substances test if the employer has a reasonable suspicion that such driver may be violating the prohibitions of this procedure. The employer's determination that reasonable suspicion exists to require the driver to undergo an alcohol or controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include, without limitation, indications of the chronic and withdrawal effects of alcohol or controlled substances. The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or Director who is trained in accordance with 49 C.F.R. 382.603. With respect to alcohol testing, such observations must be made just before, during or just after the performance of safety-sensitive functions. With respect to controlled substances testing, such observations may be made at any time.

A written record shall be made of the observations leading to a controlled substance reasonable suspicion test, and signed by the supervisor or company official who made the observations, within 24 hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

With respect to alcohol testing, if a test is not administered within two (2) hours of the determination of reasonable suspicion, a written record shall be inserted into the driver's file stating the reasons why such test was not promptly administered. If an alcohol test is not administered within eight (8) hours of the determination of reasonable suspicion, all further attempts to obtain such test shall cease and the employer shall insert into the driver's file a written record stating the reasons for not administering the test. In any event, no driver shall be permitted to perform or continue to perform safety-sensitive functions until:

- a. an alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
- b. twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

5. Return-To-Duty Testing.

Before any driver who has violated one (1) or more of the prohibitions concerning alcohol of this procedure returns to duty requiring the performance of a safety-sensitive function, he/she shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Before any driver who has violated one (1) or more of the prohibitions concerning controlled substances of this procedure returns to duty requiring the performance of a safety-sensitive function, he/she shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. Follow-Up Testing.

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, each such driver shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional pursuant to Part VIII hereof. Follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before such performance, or just after such performance. Follow-up controlled substances testing shall be conducted at the discretion of the employer.

VI. ALCOHOL AND DRUG TESTING PROCEDURES.

Alcohol and Drug testing will be conducted by the City's designated medical professional.

1. Alcohol Testing.

Any driver subject to this procedure and required to submit to an alcohol test must provide an adequate sample of breath using an approved Evidential Breath Testing Device (EBT) to a Breath Alcohol Technician (BAT). The BAT shall explain the testing procedures to the driver and request him/her to complete and sign the certification statement of the Breath Alcohol Testing Form. (Refusal to sign this certification shall be considered a refusal to submit to a test.)

1. After the driver has successfully provided the breath sample, the BAT will show him/her the test result displayed on the EBT and record the required

information on the form.

If the test result is less than 0.02, no further testing is necessary.

If the test result is 0.02 or greater, the BAT shall instruct the driver not to eat, drink, belch, or put any object or substance into his/her mouth. The driver shall wait fifteen (15) minutes for a confirmation test. If the driver puts something into his/her mouth, or belches before the next test, the test will be given and the technician will note the fact on the form.

The BAT will show the driver the result of the second test displayed on the EBT, record the required information on the form and note problems that arose during the testing process. He/she and the driver shall sign and date the form.

The BAT shall transmit all results to the Mayor's designee in a confidential manner. If the test results are 0.02 or greater, the designee will remove the driver from safety-sensitive duties.

2. If the driver fails to provide an adequate breath sample, then he/she must be examined by a licensed physician to determine whether a medical condition precluded him/her from providing an adequate amount of breath. If the physician makes such a determination, the failure shall not be deemed a refusal to test.

If the physician cannot make such a determination, the failure to provide an adequate breath sample shall be deemed a refusal to test.

In either case, the physician/medical review officer (MRO) shall provide a written statement to the Mayor's designee of the basis for the physician's conclusion.

2. Drug Testing.

Any driver subject to this procedure and required to submit a controlled substances test must present a photo identification card to confirm his/her identity to the collector and then provide at least a 45 ml. urine specimen into a collection bottle in a room that both affords privacy to the individual and protects the integrity of the specimen. The collector will subdivide the urine specimen into two bottles in front of the driver. The two bottles of the driver's urine will be sealed and labeled by the collector, and initialed by the driver before they are shipped to a laboratory currently certified by the Department of Health and Human Services.

VII. NOTIFICATION OF RESULTS.

An employer shall notify a driver of the results of a pre-employment controlled substance test conducted under this part, if the driver requests such results within sixty (60) calendar days of being notified of the disposition of the employment application. An employer shall notify the driver of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted under this part if the test results are verified positive. The employer shall

also inform the driver which controlled substance or substances were verified as positive.

VIII. CONSEQUENCES.

If a driver has violated one (1) or more of the prohibitions of this procedure, he/she shall not perform safety-sensitive functions, including driving a commercial motor vehicle, except as provided herein. Removal from the performance of a safety-sensitive function shall not be subject to the Grievance and Arbitration procedure of this Agreement.

1. Evaluation by a Substance Abuse Professional.

Each driver who engages in conduct prohibited by Part IV hereof, shall:

1. be advised by the employer of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substances abuse professionals and counseling and treatment programs; and
2. be evaluated by a substances abuse professional chosen by the City who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substances use.

2. Returning to Duty.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by Part IV hereof, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use,

- (1) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed under this section, and
- (2) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional, and consist of at least six tests in the first twelve (12) months following the driver's return to duty. The employer may direct the driver to undergo return-to-duty and follow-up testing for both alcohol and controlled substances, if the substance abuse professional determines that return-to-duty and follow-up testing for both alcohol and controlled substances is necessary for that particular driver. Follow-up testing shall not exceed sixty (60) months from the date of the driver's return to duty. The substance abuse professional may terminate the requirement for follow-up testing at any time after the first six (6) tests have been administered, if the substance abuse professional determines that such testing is no longer necessary. Any return-to-duty testing, substance abuse

professional evaluation, and follow-up testing shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

3. Costs.

The cost of the substance abuse professional's evaluation shall be the sole and complete responsibility of the driver.

4. Refusal to Submit to Testing.

A driver who refuses a post-offer Pre-Employment test will not be hired.

A driver who refuses a Return-To-Duty test will not be returned to duty.

A driver who refuses a Post-Accident, Random, Reasonable Suspicion, or Follow-Up test will be treated as if he/she had a positive result.

5. Discipline.

Any driver violating one (1) or more of the prohibitions of Part IV hereof shall be suspended without pay until such time as he/she has completed any rehabilitation program prescribed by the substance abuse professional and to the satisfaction of the substance abuse professional.

Any driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be suspended without pay until the start of the driver's next regularly scheduled shift, but not less than twenty-four (24) hours following administration of the test.

On the second occurrence of a driver's violation of one (1) or more of the prohibitions of Part IV hereof, such driver shall be terminated.

Any driver providing false information or attempting to falsify test results shall be immediately removed from duty and subject to discipline up to and including dismissal.

Resolution No. **70-2021**

By – Mayor Holzheimer Gail

A resolution authorizing the Mayor of the City of Euclid to execute Agreements by and between the City of Euclid and the Teamsters Local 436, as exclusive bargaining agent for the Parks and Recreation Department and Animal Control, to be effective January 1, 2021 through December 31, 2023.

WHEREAS, pursuant to Ohio Revised Code Chapter 4117, negotiations were held between the City of Euclid and the Teamsters Local 436 to determine equitable compensation, benefits, working hours and other employment matters for the members of the Streets and Sewers Department; and

WHEREAS, the terms of the new contract include a two percent (2%) hourly rate increase each year for the entire 2021-2023 contract period; and

WHEREAS, the employee monthly contribution for medical, vision and dental benefits remains unchanged at (14%) for 2021 through 2023; and

WHEREAS, though there was no increase in the allowance this contract, each employee in the bargaining unit shall receive a uniform allowance of \$1,400 in the respective three years of the contract; and

WHEREAS, there was no increase in any of the current license premiums, but a new license/certificate premium was added. Employees in the Bargaining Unit who have their Arborist license/certification shall be entitled to the 50 cents/hour, but employees who do not currently have an Arborist license/certification must obtain permission from the Service Director or his/her designee before obtaining this license; and

WHEREAS, other non-economic language changes will be made to clarify current contract provisions; and

WHEREAS, the terms and conditions of the Agreement between the City of Euclid and the Streets and Sewers Department, have been ratified by the members of the collective bargaining unit.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

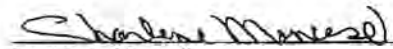
Section 1: That the Mayor of the City of Euclid be, and he is hereby authorized, empowered and directed to execute an Agreement by and between the City of Euclid to execute an Agreement by and between the City of Euclid and the Teamsters Local 436, as exclusive bargaining agent for the Parks and Recreation Department and Animal Control, effective January 1, 2021 through December 31, 2023.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this resolution shall take immediate effect.

Attest:


Clerk of Council


President of Council

Passed: **June 7, 2021**

Approved: 
Mayor