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AGREEMENT
BETWEEN
THE CITY OF RICHMOND HEIGHTS, OHIO
AND
LABORERS' LOCAL NO. 860,
AFFILIATED WITH LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA

Effective January 1, 2022 through December 31, 2024

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ARTICLE 1
PURPOSE AND INTENT

Section 1.1. This Labor Contract entered into by the City of Richmond Heights, hereinafter referred to as the "Employer," and Laborers Local 860, affiliated with Laborers' International Union of North America, hereinafter referred to as the "Union," has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code.
- B. Set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment for those employees in the bargaining unit.

Section 2.2. The term "bargaining unit" shall be defined as the following: all regular full-time employees of the Richmond Heights Service Department in the following classifications:

- A. Class A - Mechanic
- B. Equipment operator/laborer
- C. Custodial worker
- D. Working Foremen*

* The City shall have the right to appoint an employee as a working foreman.

Section 2.3. The Service Director, part-time, seasonal, probationary and temporary employees are excluded from the bargaining unit. All other employees of the Employer are excluded from the bargaining unit.

Section 2.4. If a new position is created within the Department, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within five (5) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their designation within seven (7) calendar days from the Union's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1. It is agreed that the Employer reserves all the customary rights, privileges or authority of management, except as modified by the terms of this Agreement including, but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

Section 3.2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as they affect wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 4

DUES DEDUCTIONS

Section 4.1. Any employees in the bargaining unit may elect to become members of the Union. Nothing in this Article shall be deemed to require any employee to become a member of the Union.

Section 4.2. The Employer agrees to deduct Union dues and any other fees from any Union member of the bargaining unit who provides written authorization for a payroll dues deduction. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

Deductions for dues and other fees will be made at least on a monthly basis and paid to the Union, with the Employer providing a list of those employees for whom dues deductions have been made.

Section 4.3. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within fifteen (15) days from the date of making said deductions.

Section 4.4. In the event that a mistake is made with an employee's deductions, the City shall meet and confer with the Union within a reasonable amount of time, upon the Union's request to meet.

ARTICLE 5 **NO STRIKE/NO LOCKOUT**

Section 5.1. During the term of this Agreement, no employees shall engage in any concerted work stoppage, slowdown, sick-out, wildcat, strike or other job action designed to impair or impede the functions of the Employer.

Section 5.2. The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 5.3. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work-stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

Section 5.4. The Employer agrees not to lockout any employees during the term of this Agreement.

ARTICLE 6 **PROBATIONARY PERIOD**

Section 6.1. All full-time employees shall be required to successfully complete a probationary period of ninety (90) days from date of hire. The probationary period shall begin on the first day for which the employee receives compensation from the Employer.

Section 6.2. Probationary employees may be removed during their initial probationary period. Removal during the probationary period is not appealable through the grievance procedure contained herein.

ARTICLE 7
NON-DISCRIMINATION

Section 7.1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, sexual orientation, race, color, creed, handicap or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 7.2. Where there is an alleged violation of the provisions of this Article, that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter may be appealable through the grievance procedure contained in this Agreement. The Employer, employee and their representatives, however, shall meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 7.3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.4. The Employer and the Union agree not to discriminate against any bargaining unit employee on the basis of membership, non-membership or position in the Union.

ARTICLE 8
LABOR/MANAGEMENT COMMITTEE

Section 8.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter and on a mutually agreeable day and time, the Service Director shall meet with not more than two (2) representatives of the Union to discuss issues of mutual labor/management interest. If the Union requests more than two (2) representatives at the meeting, it will give the City adequate advance notification.

Section 8.2. Each party may furnish an agenda to the other party at least one (1) week in advance of scheduled meetings. The agenda, if provided by the Union, shall include the names of the bargaining unit representatives who will be attending. The purposes of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Service Director which affect the bargaining unit;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improvement of efficiency; and
- F. To consider and discuss health and safety matters relating to employees.

Section 8.3. It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

Section 8.4. The labor/management committee shall not be used to bypass the normal chain of command, unless the problems are unable to be solved at the departmental level or have been previously addressed at the department level without any solution.

Section 8.5. There shall be a time limit not to exceed three (3) hours for said meetings. The parties may, by mutual consent, continue past the time limits established herein.

ARTICLE 9 **GRIEVANCE PROCEDURE**

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

Section 9.2. All grievances must be processed at the proper step in the progression in order to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 9.3. All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed with immediate supervisor;
- D. Date grievance is being filed in writing;
- E. Date and time grievance occurred;
- F. Where grievance occurred;
- G. Description of incident giving rise to the grievance;
- H. Articles and sections of the Agreement violated;
- I. Resolution requested.

Section 9.4. Wherever used in this procedure, unless otherwise specified, "days" shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

Section 9.5. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance.

Section 9.6. The time limit for initiating a grievance involving an allegation of an error or omission in pay begins on the date the paycheck which contains the alleged error or omission is received by the employee.

Section 9.7. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step from which it originates.

Section 9.8. The time limitations provided in the Article may be extended by written mutual agreement between the Employer and the Union.

Section 9.9. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to resolve grievances at the earliest step possible. Therefore, the following procedure shall be followed:

STEP 1 - IMMEDIATE SUPERVISOR: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The immediate supervisor will schedule an informal meeting with the employee and his steward, if he requests such presence, within (5) days of the date of the notice by the employee. The immediate supervisor and the employee, along with the employee's steward, if a steward has been requested by the employee, will discuss the issue in dispute with the objective of resolving the matter informally.

STEP 2 - SERVICE DIRECTOR: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Service Director within five (5) days of the informal meeting or notification of the immediate supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the immediate supervisor fails to give the employee an answer. The Service Director shall give his answer in writing within five (5) days of the meeting to the aggrieved party, with a copy to the employee's representative.

STEP 3 - MAYOR: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Mayor or his designee shall commence a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee, with a copy to the employee's representative, within fifteen (15) days from the date of the hearing.

STEP 4 - ARBITRATION: If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within ten (10) days following the date the grievance was answered in Step 3. In the event arbitration is not requested within the time limit prescribed, the grievance shall be considered resolved, based upon the Step 3 reply.

Section 9.10. The representatives of the parties (the Union and the Employer) shall schedule a pre-arbitration meeting to be held within ten (10) days after notification of a request to arbitrate, to begin with the selection process outlined in Section 9.11. The parties shall attempt to settle the grievance and, if it cannot be settled, attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, but have agreed to proceed to arbitration over the underlying dispute, the arbitrator shall frame the issue or issues to be decided.

Section 9.11. The parties will attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from the Federal Mediation and Conciliation Service another list of seven (7) names.

Section 9.12. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of specific articles or sections of this Agreement. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

Section 9.13. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to modify the discipline. In the event of a monetary award, the arbitrator shall limit any retroactive award to the date the grievance arose.

Section 9.14. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

Section 9.15. The decision of the arbitrator shall be final and binding upon the Union, the employee and the Employer. Any cost involved in obtaining the initial list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses of the witnesses shall be borne, if any, by the party calling the witness.

Section 9.16. The preparation and processing of grievances should be conducted during non-working hours.

ARTICLE 10
CORRECTIVE ACTION

Section 10.1. No employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

Section 10.2. Discipline will be applied in a corrective, progressive and uniform manner.

- A. Discipline will be applied in a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.
- C. Whenever the Employer and/or its designee determines that there may be cause for an employee to be disciplined (suspended, reduced or discharged), a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The affected employee(s) may elect to have a representative of the Union present at such pre-disciplinary conference. The pre-disciplinary conference procedure shall be conducted with the following rules:
 - 1. The employee shall be provided with a written notice advising him of the nature of the charges and the date, time and location of the hearing. Such notice shall be given to the employee at least forty-eight (48) hours prior to the time of the hearing. The employee shall be allowed representation, the cost of which shall be borne by the employee.
 - 2. The hearing shall be conducted before a "neutral" administrator, selected by the Employer, who is not involved in any of the events giving rise to the offense.
 - 3. Within five (5) calendar days after the hearing, the administrator shall provide the employee a written statement affirming or disaffirming the charges based on the relative strength of the evidence given at the hearing by the employee and the Employer.

Section 10.3. Following the conference, any employee receiving an order of suspension or dismissal may appeal such order through the grievance procedure within five (5) working days of receipt of the decision.

Section 10.4. Prior to the scheduled time of the conference, the employee may waive his right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" form (Appendix C). An employee who waives his right to such a conference may not grieve the imposition of discipline in the matter in which the conference was scheduled.

Section 10.5. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames:

Oral and written reprimands	12 months
Suspensions of less than 3 days	24 months
Suspensions of 3 days or more	36 months

ARTICLE 11 **PERSONNEL FILES**

Section 11.1.

- A. It is recognized by the parties that the Employer may establish regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Employer or its employees. All employees shall have access to their own individual personnel file for review of documents contained in said personnel file on an annual basis, with at least a five (5) day written request for such review. Such general review of the files shall be only during the months of January and July. In addition, a department member may inspect his file once in response to a pending grievance or official matter.
- B. Employees shall have access to their individual personnel files for review in the following manner:
 - 1. Requests for review must be in writing to, and receive approval from, the Mayor or the Service Director, in the absence of the Mayor.
 - 2. All reviews shall be conducted during normal business hours.
 - 3. All such employee reviews shall be on non-work time.
- C. Employee personnel files shall include, but may not be limited to, individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff and termination.
- D. Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the City of Richmond Heights Service Department, except with the written consent of the employee affected.

Section 11.2. During the course of the review of an employee's file, should the employee come across material he feels is of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material. Such rebuttal will be placed in the file and remain in the file as long as the negative material remains.

Section 11.3. Nothing herein shall prevent the dissemination of impersonal statistical information.

Section 11.4. An employee shall not have access to any other employee's personnel file.

ARTICLE 12

UNION ACTIVITY

Section 12.1. There shall be no discrimination, interference, restraint or coercion by the Employer against any employee for any lawful activity on behalf of or membership in the Union.

Section 12.2. One member of the negotiating committee or of the grievance committee of the Union shall be allowed time off with pay for meetings which shall be set by the City and the Union not to exceed twenty (20) hours per year.

ARTICLE 13

HOURS OF WORK/OVERTIME

Section 13.1. This Article is intended to define the normal hours of work per work period in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work period for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees. This Article is intended to be used as the basis for computation of overtime and shall not be construed as a guarantee of work per day or per week.

Section 13.2. The standard work period for all full-time employees in the bargaining unit, as defined in this Agreement, shall be seven (7) days. The work period shall be computed starting at 0001 hours Sunday and ending at 2400 hours the following Saturday. Each work period thereafter shall be computed beginning the next Sunday and run for the next seven (7) day period. The regular work hours for all employees shall be 7:00 a.m. to 3:30 pm with a 30 minutes break, from Memorial Day through Labor Day of each year, and may be changed at the discretion of the Service Director.

Section 13.3. When an employee is required by the Employer to work in excess of forty (40) hours in a seven (7) day work period, he shall be entitled to overtime compensation at one and one-half (1-1/2) times the employee's regular hourly rate of pay. The Employer or his designee shall approve all requests for overtime prior to scheduled overtime.

Section 13.4. For the purpose of computation of overtime, authorized sick leave hours used shall be counted as hours worked. When an employee is required to work overtime in a work period where he has taken authorized sick leave, the employee shall be eligible for the premium rate.

Section 13.5. Overtime shall be distributed as equally as possible among employees by consideration of classification, position, qualification and seniority of those employees who normally perform such work.

Section 13.6. Time accumulated during any calendar year shall be taken as time off or as paid compensation no later than October 1 of the following year. The rate of compensation applicable shall be the rate in effect as of the dates when the accumulated times accrued. Any time accumulated shall be capped at a maximum bank of two hundred forty (240) hours. Any hours worked beyond that cap will be paid to employees rather than being banked.

Section 13.7. Members of the bargaining unit shall be offered the opportunity to work all overtime before said overtime is offered to any part-time employee in the Service Department.

Section 13.8. When an employee is called in to report to work prior to his regularly scheduled starting time, that employee shall not be relieved of duty prior to his regularly scheduled quitting time for that day. However, an employee cannot exceed the maximum allowable hours for plowing.

Section 13.9. An employee required to utilize a personal cellular phone for City business shall be paid for the employee's air time for such cellular phone the sum of \$12.00 per month in one lump sum as an expense reimbursement. This sum will be paid at the same time as the clothing allowance issued pursuant to this Agreement. To be entitled to the reimbursement, the employee must provide his or her current cellular phone number to the City.

Section 13.10. Any employee who works more than eight (8) hours during a holiday period shall receive two and one-half (2-1/2) times his regular hourly rate for any time beyond the eighth (8th) hour of work. The holiday period is defined as the actual holiday.

Section 13.11. The City shall have the right to utilize part-time employees to perform the following work: (a) hydrating flowers and various plant life on weekends, and (b) any other tasks that have routinely or historically been performed by non-bargaining unit personnel.

ARTICLE 14 **SALARY SCHEDULE**

Section 14.1. The following standard rates shall be applied to all members of the bargaining unit covered by this Agreement, except for the provisions set forth below regarding new hires and probationary employees:

		Effective January 1, 2022	First Pay January	First Pay January
	Current	3.00%	3.00%	3.00%
Year	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Working Foreman	34.89	35.94	37.02	38.13
Class A Mechanic	31.17	32.11	33.07	34.06
Equipment Operator/Laborer	28.56	29.42	30.30	31.21
Custodial Worker	18.29	18.84	19.41	19.99

The Employer will pay each member of the bargaining unit a Covid Relief bonus of \$1,000.00 in January of 2023.

Probationary Employees:

All new hires shall have a 90-day probationary period. A newly hired employee will start at a scale of \$3.00 an hour below the standard rate above in the classification hired in. Beginning six (6) months after the date of hire, the employee shall receive a \$.30 an hour increase each six months until the employee reaches the standard rate. Any negotiated wage increases during the five-year (5) period shall automatically be added to wages at the time specified in the contract. Probationary employees will receive wage increases as follows:

Start	\$3.00 below the standard rate plus any negotiated wage increases
After 1 year	\$2.40 below the standard rate plus any negotiated wage increases
After 2 years	\$1.80 below the standard rate plus any negotiated wage increases
After 3 years	\$1.20 below the standard rate plus any negotiated wage increases
After 4 years	\$.60 below the standard rate plus any negotiated wage increases
After 5 years	the standard rate

Section 14.2. Snow Plowing Premium. For required snow plowing services on Sundays and Holidays, defined in this Agreement, an additional fifty cents (\$.50) per hour premium will be paid, upon written authorization of the Director of Public Service and Properties.

Section 14.3. An employee operating a snow plow shall receive a one-half (½) hour rest period after each four (4) hour period of continuous snow plow operation.

Section 14.4. Acting Service Director. An employee designated to be Acting Service Director for those times when the Service Director is unavailable due to illness or vacation shall receive the sum of \$20.00 per day in addition to his regular salary.

Section 14.5. Working Foreman. An employee who bids into the Working Foreman position should receive \$2.00 below the starting rate. Such employee shall receive quarterly increases of \$.25 per hour until the top rate is reached.

Section 14.6. Tuition Reimbursement. Any employee who attends an accredited college and who receives a grade of "C" or better in Department relevant courses of study shall be eligible to

receive tuition reimbursement, provided that the employee receives permission from the Service Director to take the course(s), which permission shall not be unreasonably withheld.

- A. For budget planning purposes, the union agrees to provide the Service Director by October 31st with a list of members seeking tuition reimbursement for the following year.
- B. Any employee that separates from city employment for any reason other than layoff, or career ending illness or injury, shall repay the city for tuition reimbursement received, provided the reimbursement and separation occur within the same calendar year.
- C. Reimbursement shall be based upon an average of state school credit hour rates.
- D. Total departmental tuition reimbursement shall be capped at \$10,000 per year. The Service Director shall have the discretion to exceed this cap should he determine it is justified and beneficial to the Department to do so.

ARTICLE 15 **SICK LEAVE**

Section 15.1. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each 80 hours of service in active pay status, including vacation, holidays and sick leave, but not during a leave of absence or layoff to a limit of 120 hours per year. Unused sick leave shall accumulate without limit.

Section 15.2. Retention of Sick Leave. An employee who transfers from another public agency to the City of Richmond Heights, who has prior service with a public agency in Ohio, shall retain credit for any sick leave earned so long as he is employed by the City of Richmond Heights, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed on his credit upon his re-employment with the City of Richmond Heights, provided that such re-employment takes place within twenty (20) years of the date on which the employee was last terminated from public service.

Section 15.3. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave without pay or may take unused vacation in accordance with the appropriate section of this Agreement.

Section 15.4. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work.

Section 15.5. Uses of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury to the employee;

2. Illness or injury of a member of the employee's immediate family where it is necessary for the employee to be absent from work;
3. Medical, dental, optical examination or treatment of the employee which cannot be scheduled during non-work hours;
4. If a member of the immediate family residing with the employee is infected with a contagious disease and, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
5. Pregnancy and/or childbirth and other conditions related thereto.

Section 15.6. For the purpose of this Article, immediate family is defined to include the following:

- | | |
|-------------|-------------------|
| 1. Parents | 5. Sisters |
| 2. Spouse | 6. Grandparents |
| 3. Children | 7. Parents-in-law |
| 4. Brothers | |

Section 15.7. Evidence Required for Sick Leave Usage. The Employer may require an employee to furnish a written statement, signed by the employee, explaining the nature of the illness.

Section 15.8. Notification by Employee. When an employee is unable to work, he/she will attempt to notify the immediate supervisor or other designated person, before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the immediate supervisor.

Section 15.9. Physician Statement. The employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform the employee's duties for absences of four (4) or more consecutive work days due to illness. Whenever the Employer finds abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other proof satisfactory to the Employer to approve the use of such leave.

Section 15.10. Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer.

Section 15.11. Upon retirement or death, each full-time employee or the estate of the employee shall be entitled to receive credit and payment for one-third (1/3) of the employee's accrued, unused sick leave. Such payment will be made in cash equal to the hourly rate of retirement, multiplied by one-third (1/3) the total number of sick leave hours the employee accrued. The maximum number of hours qualifying for such payment shall not exceed nine hundred and sixty (960). Payment shall be at the employee's rate of pay at retirement.

Section 15.12. In the event of serious illness or death in the immediate family, sick leave may be used in the manner set forth in Article XVI, Funeral Leave.

Section 15.13. When an employee has completed 90 calendar days and has not used any sick leave, he shall be given the equivalent of one (1) eight (8) hour day in cash.

ARTICLE 16 **FUNERAL LEAVE**

Section 16.1. All employees shall be granted time off with pay for the purposes of attending the funeral of a member of the employee's immediate family. The employee(s) shall be entitled to a maximum of three (3) days off for each death in the immediate family, which days shall not be deducted from his sick leave credits. For the purposes of this Article, "immediate family" shall be defined as only including the employee's spouse, children, parents, parents-in-law, brothers, sisters, grandparents, grandparents-in-law, grandchildren, aunts, uncles and significant others.

Section 16.2. In the event the death occurs during the employee's work day, he shall be granted the remaining portion of the day off with pay. Such time shall not be deducted from any of the employee's leave credits.

Section 16.3. In the event the death of other relatives in the employee's immediate family, the Mayor may, within the above limitations, allow such time off as he deems necessary depending on the circumstances of each situation.

Section 16.4. The use of this leave is a privilege which must be specifically requested through the department head and granted by the Mayor and does not automatically consist of the maximum time allowed, but is up to the discretion of the Mayor.

Section 16.5. In cases where more time off is desired than granted, the employee shall request, in advance, the use of his accrued vacation or sick leave credits for such additional time.

ARTICLE 17 **HOLIDAYS**

Section 17.1. All full-time employees of the bargaining unit shall receive the following eleven (11) paid holidays:

1. New Year's Eve
2. New Year's Day
3. Martin Luther King, Jr. Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. Employee's Birthday

Section 17.2. Each member of the bargaining unit shall receive five (5) additional personal days. Such days shall not be considered a "holiday" and shall not be subject to the rules and regulations of such regular holidays (i.e., may not be "cashed in."). The personal days may be taken on an as-needed basis with prior approval of the Service Director and/or his designee.

Section 17.3. If a holiday as defined in Section 1 falls on a Saturday, the preceding Friday shall be observed as the holiday and if a holiday falls on Sunday, the following Monday shall be observed as the holiday.

Section 17.4. Employees must work their scheduled days before and after the holiday to be eligible for holiday compensation.

Section 17.5. Employees who are on authorized vacation leave or on authorized sick leave shall be eligible for holiday pay.

ARTICLE 18 **JURY DUTY**

Section 18.1. Employees required to serve on Jury Duty shall continue to receive his regular rate of pay during said Jury Duty.

Section 18.2. Employees serving on Jury Duty shall return to the City any and all compensation received as a result of Jury Duty.

Section 18.3. Voluntary Jury Duty shall receive no reimbursement.

Section 18.4. An employee who is required to appear in Court for reasons outside the scope of his employment, other than jury duty, may be granted vacation leave or an excused absence without pay, provided that:

- A. Documentation is provided in the form of a subpoena.
- B. The request for said leave is requested in writing at least forty-eight (48) hours in advance.

ARTICLE 19 **INSURANCE**

Section 19.1. The City shall arrange and pay the entire cost of a \$50,000.00 life insurance policy for each member of the bargaining unit.

Section 19.2.

The City shall be responsible to pay on behalf of employees, depending on their insurance plan status (family or single), up to either \$5,000 of the family deductible or up to \$2,500 of the single deductible through a Health Reimbursement Account (HRA). The City will establish a Health Reimbursement Account (HRA) which will be administered by a qualified third-party administrator selected and paid for by the City.

Employees shall contribute 15% of the actual cost of their particular health insurance plan, including 15% of the actual cost of the dental and eye care plan through a pre-tax payroll deduction.

- A. Maintain current dental plan; and
- B. Maintain eye care plan.

Section 19.3.

Possible Health Savings Account Plan. Through its annual health insurance renewal and evaluation process, the Employer will use reasonable effort to find or maintain a Health Savings Account (HSA) option that is comparable in terms of the Employer's costs to the 2021 plan. It may implement that plan using the following employer funding contribution structure:

\$5,000 HSA contribution for employees on a family plan.

\$2,500 HSA contribution for employees on a single plan.

If the Employer offers an HSA Plan pursuant to this Section for 2023, then for 2023 only, the Employer will fund one half (1/2) of the applicable HSA Employer contribution in January of 2023. (i.e., \$2,500 for employees on a family plan and \$1,250 for employees on a single plan.) Thereafter, all subsequent HSA Employer contributions will be made pro rata on a monthly basis in the first two pay periods of the month.

If, for any year, the Employer is not able to find an HSA that meets the parameters specified in this Section or does not offer an HSA, the Employer may select or maintain a plan in conformity with Section 19.2.

ARTICLE 20 **PERSONAL LEAVE**

Section 20.1. The Employer may grant a personal leave of absence without pay for members of the bargaining unit who have completed their probationary period.

Section 20.2. Employees who have met the requirements set forth in Section 1 above may be granted said leave for a period not to exceed six (6) months.

Section 20.3. The Employer or its designee shall decide in each individual case if a leave of absence is to be granted, with one of the basis for granting said leave being operational needs of the department. All requests for leave must be made in writing and should be submitted at least forty-five (45) days in advance of the starting date.

Section 20.4. An employee on leave of absence without pay does not earn sick leave or vacation credits. However, time spent on an authorized leave of absence does not constitute a break in service as long as the employee returns to work following the expiration of said leave.

ARTICLE 21
CALL-IN PAY

Section 21.1. Call-in pay is defined as payment for work assigned by the Employer or its designee for time that does not about the normal work schedule. Call-in pay shall be compensated at a rate of one and one-half (1-1/2) times the normal rate of pay for a minimum of two (2) hours.

ARTICLE 22
LONGEVITY

Section 22.1. All employees shall receive a longevity payment in addition to their normal compensation, which shall become effective and payable the next month immediately following the employee's anniversary date of hire in accordance with the following schedule.

<u>Length of Service</u>	<u>Percentage Payment</u>
After 0 - 5 years	0%
After 5 years	2% of base pay
After 10 years	3% of base pay
After 15 years	4% of base pay
After 20 years	5% of base pay

ARTICLE 23
CLOTHING ALLOWANCE

Section 23.1. Members of the bargaining unit shall receive a clothing allowance each year for necessary clothing used in the performance of the required duties.

Section 23.2. Employees will receive their clothing allowance in two equal payments: one payment of Five Hundred Twenty-Five Dollars (\$525.00) in the first pay period in January and one payment of Five Hundred Twenty-Five Dollars (\$525.00) in the first pay period in July. Payment of clothing allowance will be made through direct deposit.

For calendar year 2022 only, employees will receive their clothing allowance as Four Hundred Dollars (\$400.00) in the first pay period of January and Six Hundred Fifty Dollars (\$650.00) in the first pay period in July.

ARTICLE 24
VACATIONS

Section 24.1. Each full-time employee of the City of Richmond Heights, after continuous service of one (1) year, shall be entitled to the following vacation, excluding legal holidays with full pay:

<u>Years of</u> <u>Continuous Service</u>	<u>Vacation Time</u>
--	-----------------------------

1-5

2 Calendar Weeks

6 or more

Increase at the rate of one day for each additional year of continuous service to a maximum of 5 calendar weeks at 20 years.

Effective January 1, 2009, such increase will accrue at a rate of one day for each additional year of continuous service to a maximum of 6 calendar weeks at 25 years.

Section 24.2. Vacation time shall accrue to the employee upon each successive annual recurrence of the anniversary date of his/her appointment to City service which shall be the anniversary date for all vacation purposes. Vacations shall be taken by the employee during the year after which it has accrued and prior to the next recurrence of the anniversary date of his/her appointment, provided that an employee may carry-over or cash-in a maximum of one-third (1/3) of his/her earned annual vacation. Such carry-over vacation time must be used within the quarter year immediately following his/her anniversary date for the year in which he/she was entitled to such vacation.

Section 24.3. All earned vacations shall be taken at such time as shall be approved by the Department Head or Mayor during vacations, employees shall receive their current salary or the proportionate amount thereof, if the Mayor or Department Head schedules such vacations into shorter periods for the convenience of the conduct of City business.

ARTICLE 25 **SENIORITY**

Section 25.1. Definition of Seniority. Seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous full-time service since his last date of hire, less any adjustments due to layoff and approved leaves of absence without pay.

Section 25.2. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

1. quits; or
2. is discharged for just cause; or
3. is absent for three (3) consecutive working days without notifying the City, or without good cause; or
4. is laid off and fails to report for work within the time period set forth in Article XXVI, Layoff and Recall; or
5. does not report for work within three (3) days after the termination of an authorized leave of absence unless such absence is approved or leave is extended by the City; or
6. is laid off for a period in excess of one (1) year; or

7. retires or is retired.

Section 25.3. Seniority Roster. The City shall maintain and keep current a seniority roster noting date of hire, current rate of pay, current position by job title and/or classification. The seniority roster shall be made available to the Union, upon written request, at the beginning of each contract year.

ARTICLE 26 **LAYOFF AND RECALL**

Section 26.1. When the Employer determines a layoff is necessary, the Employer shall notify the affected employees, with a copy to the Union, in writing at least five (5) calendar days in advance of the effective day of layoff.

Section 26.2. Layoff and Recall.

- A. The Employer shall determine in which classification layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability and qualifications, the employee with the least seniority will be laid off first.
- B. As of date of ratification, for all current full-time employees only, whenever it becomes necessary to layoff within the Service Department, all part-time and seasonal employees shall be laid off prior to any full-time employees, then those full-time employees who have been appointed last shall be first to be laid off from the Department.

Section 26.3. A laid-off employee shall have the right to displace an employee with less departmental seniority in a lower classification, provided such employee is qualified to perform the work. The laid-off employee may not displace an employee in a classification if the employee does not meet the minimum qualifications of the classification.

Section 26.4. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled.

Section 26.5. Notice of recall shall be sent to the employee by registered mail, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail to the last mailing address of the employee.

Section 26.6. The recalled employee shall have five (5) calendar days, following the date of receipt of the recall notice, to notify the Employer of the employee's intention to return to work. The employee shall have ten (10) days following the receipt date of recall notice in which to report for duty.

ARTICLE 27
HEALTH AND SAFETY

Section 27.1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and establish safe working practices for its employees.

Section 27.2. The employee accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and working methods of the Employer.

Section 27.3.

- A. All unsafe working conditions must be reported by the employee in writing to the Service Director within twenty-four (24) hours of the time such unsafe working conditions become apparent.
- B. The Service Director will investigate all written reports of unsafe working conditions and attempt to correct any which are found. The Service Director shall be responsible for ensuring that all safety rules and safe working methods are followed by the employees.
- C. The Service Director will notify the employee who alleges unsafe working conditions, in writing, of those corrections which have been made.

Section 27.4. The Employer shall fully reimburse each employee for any and all costs for procuring a legally required commercial driver's license upon presentation of receipts and a valid commercial driver's license.

ARTICLE 28
BULLETIN BOARD SPACE

Section 28.1. The Employer agrees to provide exclusive bulletin board space in the Service Department for use by the Union.

Section 28.2. All Union notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by a Union official.

Section 28.3. Union notices related to the following matters may be posted without the necessity of receiving the Employer's prior approval:

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

- F. Reports of non-political standing committees and independent non-political standing committees and independent non-political arms of the Union; and
- G. Non-political publications, rulings or policies of the Union.

Section 28.4. Upon the request of the Employer's designee, the Union shall cause the immediate removal of any material posted in violation of this Article. Violations of the provisions of this Article for the refusal of the Union to remove material posted in violation of this Article, upon request of the Employer, will be just cause for the revocation of bulletin board space privileges.

ARTICLE 29 **WORK RULES**

Section 29.1. The Union recognizes that the Employer has the right to promulgate work rules, regulations, policies and procedures, to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 29.2. Whenever feasible, as determined by the Employer, at least forty-eight (48) hours' advance written notification will be given of the implementation of any new or revised work rule, regulation, policy or procedure which affects members of the bargaining unit. The Employer shall post a copy of the new or revised work rule, etc., and will forward a copy to the President of the Union.

ARTICLE 30 **APPLICATION**

Section 30.1. The Employer agrees that the provisions of this Agreement, along with all work rules and other appropriate regulations, will be administered on a fair and non-discriminatory basis and that such rules or regulations shall not be inconsistent with this Agreement. This Agreement represents the entire agreement between the Employer and the Union. Unless specifically and expressly set forth in the express written provisions of this Agreement and subject to Article 34, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole and exclusive discretion of the Employer.

ARTICLE 31 **OBLIGATION TO NEGOTIATE**

Section 31.1. The Employer and the Union acknowledge that, during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 31.2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this

Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 31.3. This Article shall not operate to prevent negotiations over any subject the parties may mutually agree to negotiate during the term of this Agreement.

ARTICLE 32 **LEGISLATIVE APPROVAL**

Section 32.1. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 33 **SEVERABILITY**

Section 33.1. This Agreement shall be subject to and subordinated to any present and future Federal and State laws, along with any applicable Civil Service Rules and Regulations, and the invalidity of any provision of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving provisions.

Section 33.2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 34 **PREVAILING RIGHTS**

Section 34.1. All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain unchanged unless by mutual consent of both the City and the Union.

ARTICLE 35 **WAIVER IN CASE OF EMERGENCY**

Section 35.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Richmond Heights, the federal or state legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Employer or Union replies on grievances; and

- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 35.2. Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the grievance) had properly progressed.

ARTICLE 36 **DURATION OF AGREEMENT**

Section 36.1.

- A. This Agreement shall be effective as of January 1, 2022, and shall remain in full force and effect until December 31, 2024, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration of this Agreement. Such notice shall be by electronic mail. The parties shall commence negotiations at a mutually scheduled time upon receiving notice of intent.
- C. The parties have agreed that the prior Alternate Dispute Resolution Procedure will be removed from the contract and that future negotiations will be subject to O.R.C. 4117 et seq.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 11th day of - July, 2022.

CITY OF RICHMOND HEIGHTS

LABORERS' UNION, LOCAL NO. 860

By: 

By: 

By: Kim A Thomas

By: _____

By: _____

By: _____

APPENDIX A
ABSENCE DUE TO INJURIES RECEIVED IN COURSE OF EMPLOYMENT

All regular full-time employees of the Service Department injured and incapacitated in the actual discharge of their duty who, as a result thereof, are compelled to be absent from duty, shall be entitled to leave of absence with pay subject to the following conditions:

A. Eligibility

Each employee shall, in addition to the benefit provided by the State of Ohio through "Workers' Compensation," be entitled to receive an Injury-on-Duty Benefit provided by the City.

An Occupational Injury Benefit of up to four hundred eighty (480) hours with pay may, with the approval of the Director of Department of Public Service (hereinafter referred to as the Director of Service), be granted as a result of an injury on duty incurred in the line of duty, except that an Injury-on-Duty Benefit from the City will not be available for injuries incurred during those times when the employee is actually engaged in clerical duties at the Service Garage facility, when an employee is on a meal or rest period or when the employee is engaged in any personal business.

B. Period of Absence

1. Absence from duty with pay resulting from injuries received in the actual discharge of an employee's duties shall not exceed four hundred eighty (480) work hours from the date the employee was first compelled to be absent from duty as a result thereof unless an extension of the period is approved by the Mayor after his review of the investigation and written report.
2. Employees requiring further medical treatment, after returning to duty from injured-on-duty leave, for complications resulting from the same injury or the treatment thereof, for which such leave was granted, may apply to the Mayor for the use of any unliquidated portion of the previously granted injured-on-duty leave. Further allowances may be granted only for surgical, therapeutic or rehabilitation procedures and only when such treatment cannot be obtained during non-duty hours.
3. The total period of absence from duty with pay for injury received in the actual performance of duty shall not exceed four hundred eighty (480) hours unless extension is approved by the Mayor after his review of the investigation and written report.
4. No employee of the Service Department may receive injured-on-duty leave for any purpose after three (3) years from the date of the injury for which such leave was originally granted, effective July 1, 1984.

C. Employee Responsibility

1. The injured employee shall immediately report any injury received on duty to supervision. The report shall be filed during the tour of duty on the date the injury is received.
2. Thereafter within no less than three (3) days of the injury, the injured employee shall report the injury to the Service Director and shall timely complete all forms designated by the rules and regulations pertaining to injuries received during the actual performance of duty.
3. Failure to report an injury on duty within the prescribed time periods shall render the employee ineligible for injured-on-duty leave.
4. The filing requirements, as above described, may be waived by the Service Director when the injury received physically prevents the employee from filing or when circumstances surrounding the injury require a waiver in the interest of Justice.
5. The employee shall cause a certified physician to file a written report with the Service Director or submit to a medical examination conducted by a physician selected by the Service Director authorizing the filing of a written report. Such reports shall contain a description and diagnosis of the injury and a prognosis which shall include the nature and extent of any disability, the type of duty the employee may perform while under such disability and an estimate of the length of time necessary for recovery and return to duty.
6. The failure to authorize the above-described physician's report shall be sufficient cause to deny or terminate injured-on-duty leave.
7. The employee will not be entitled to the benefits of this provision if he refuses to submit to a medical examination or the physician examining him reports that the injury does not prevent him from attending work.
8. An Employee who falsifies an application for Injured-on-Duty Benefits provided by the City or a physician's report is subject to disciplinary action, including dismissal. The Director of Service shall, by rule, prescribe forms for the application and physician's report.
9. In order to qualify for Injured-on-Duty Benefits, an employee injured in the line of duty must first make application for State Workers' Compensation Benefits and be eligible to receive such benefits for any period that the City may subsidize earnings. Applications for City Occupational Injury Benefits approved by the Director of Service will continue at the normal weekly earnings of a qualified applicant until such applicant receives Workers' Compensation Benefits on a regular basis; however, upon receipt of such benefits, the applicant will be compelled to reimburse the City the amount equal to the amount received from Workers' Compensation for any period that the City made whole the applicant's normal earnings.

10. The physician selected by the City shall report to the Director of Service the results of the examination and whether or not the injury prevents the employee from attending work. The Director of Service shall, by rule, provide for periodic medical examinations, by a physician he selects, of any employee who is using Occupational Injury Benefits provided by the City. The physician shall report to the Director of Service the results of each examination, including a description of the progress made by the employee in recovering from the injury and whether or not the injury continues to prevent the employee from performing his or her normal duties or whether light duty work can be assigned. The City reserves the exclusive right to implement or discontinue any light duty program.

D. City Prerogative

The City may require that an employee be examined by a certified physician chosen by the Service Director.

The City may, based on the recommendations of either or both physicians, require the employee to report for duty not inconsistent or incompatible with the recommendations of either physician. A refusal of duty as above described will terminate the employee's eligibility for injured-on-duty leave.

The provisions herein determining eligibility for injured-on-duty leave in conjunction with the rules and regulations established by the Service Director shall apply as standards for eligibility for injured-on-duty leave notwithstanding any rules, regulations, provisions or standards of the Ohio Bureau of Workers' Compensation or other agency to the contrary.

E. Special Conditions

1. An employee carried on injured-on-duty leave status shall earn sick leave during the tenure of such status.
2. An employee carried on injured-on-duty leave status will be eligible for vacation credits for the period the employee was carried on regular active duty status during the calendar year in which the employee was determined injured on duty and during the calendar year the employee returned to regular active duty status.
3. Injuries received during duty periods determined to have approximately occurred as a result of pre-existing chronic disease shall not be eligible for injured-on-duty leave
4. Any compensation received by an employee from any source, including the Ohio Bureau of Workers' Compensation, that is reimbursement for wages for a period the employee was carried on Injured-on-Duty (IOD) status shall be paid over to the Treasury of the City. Before receiving any IOD pay, an employee shall enter into a written agreement with the City that such IOD pay will be repaid to the City upon the employee receiving reimbursement for wages from any source for the period the employee was carried on IOD status. Such agreement shall also provide that the employee subrogates whatever rights of recovery accrue to the City against any party for loss to the extent that payment is made to the employee by the City.

Compensation received as settlement of a claim exclusive of lost wages shall become the property of claimant.

F. Dispute Settlement

All disputes concerning injured-on-duty leave status of an employee shall be referred to the Mayor for resolution. The Mayor shall schedule and convene hearings and shall determine and resolve all questions after the presentation of evidence by either party. Failure or refusal to present evidence by either party shall foreclose their right to present the evidence unless the requirement is waived by the Mayor.

The decision of the Mayor shall be final. Additional remedies provided by law shall not be abrogated by this provision.

LETTER OF UNDERSTANDING

July 5, 2022

Laborers Local 860
c/o Joseph J. Guarino, III
Mangano Law Offices Co., LPA
2460 Fairmount Blvd., Suite 314
Cleveland, OH 44106

Re: Negotiations with Laborers' 860

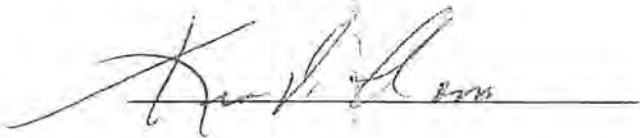
Dear Mr. Guarino:

The following has been agreed to by and between the City of Richmond Heights and the Laborers' Local 860:

1. Drug Testing: The City shall implement as soon as possible random drug testing for all employees in the Department of Transportation's Rules and Regulations. Employees should be eligible to participate in an Employee Assistance Program (EAP) through the Company's health insurance, if available. An employee who is found to have been in violation of the alcohol/drug testing protocol shall be eligible to enter into the EAP if the employee has not caused a significant property damage accident or has not caused physical injury to himself or others.

AGREED TO:

CITY OF RICHMOND HEIGHTS



LABORERS' LOCAL 860



N.B. This Letter of Understanding was originally signed by Local 1099 in 2008 and renewed in 2020 and 2022 by Laborers' Local 860.

DRUG-FREE WORKPLACE POLICY

It is the City of Richmond Heights, Service Department's policy to maintain a safe alcohol and drug-free workplace and promoting high standards of employee health. To achieve this, the Service Department, considers the abuse of drugs or alcohol on the job to be an unsafe and counterproductive work practice. In accordance with the Drug-Free Workplace Act of 1988, the City of Richmond Heights, Service Department, hereby emphasizes and commits that it adopts this Drug-Free Workplace Policy, implementing the provisions contained herein.

DEFINITIONS.

City Premises — The term "City Premises" as used in these Program includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the City of Richmond Heights.

Prohibited Substances — Prohibited substances include illegal drugs, (including controlled substances) alcoholic beverages in the possession of or being used by an employee on the job.

Employee — Individuals who perform work for the Service Department including, but not limited to, management, supervision, labor and clerical personnel.

Accident — See **Drug and/or Alcohol Test**, Paragraph 3 Post Accident.

Reasonable Suspicion — See **Drug Testing**, Paragraph 2.

Retest — Testing required in order to return to work after a positive drug test and proper procedural steps have been taken.

Re-Analyze — A challenge of a positive drug test.

Split Sample — A sample taken at the collection site separated into two samples consistent with approved methodologies of the Department of Health and Human Services.

Positive Drug Test — A test which exceeds the cut-off limits within the established guidelines developed by the U.S. Department of Health and Human Services or one that is tampered with in any way (adulterated specimen).

Negative Drug Test — A test acceptable for employment or reinstatement following a leave.

Adulterated Specimen — A urine screening which has been tampered with to cover the true results.

Diluted Samples — A urine drug sample which appears to have been made thinner or less concentrated by adding a liquid.

Refusal to Submit — Refusal to submit to an alcohol or drug test means that an employee (1) fails to provide adequate breath for alcohol testing without a valid medical explanation; (2) fails to

provide an adequate urine sample without a genuine inability to provide a specimen with a valid medical explanation; (3) fails to remain readily available for a post-accident test; or (4) engages in conduct that otherwise obstructs or unnecessarily delays the testing process.

Collection Facility/Site — Approved location where participants can provide a specimen for testing.

Substance Abuse and Mental Health Services Administration - SAMSHA

Gas Chromatography/Mass Spectrometry — GC/MS

Medical Review Officer — MRO

Under the Influence of a Prohibited Substance — “Under the influence of a prohibited substance” as used by this Program, mean the following:

- A. Alcohol — Blood alcohol level of as measured by blood or breath tests.
- B. Other Prohibited Substances — Positive results based on designated thresholds for urine split sample testing.

In order to ensure that the workplace is free from drugs and/or alcohol, the City of Richmond Heights, Service Department makes the following statements of policy:

- 1. The City of Richmond Heights, Service Department DFWP policy statements supplant, and do not detract from or otherwise modify any obligations imposed by local, state, or federal law.
- 2. The City of Richmond Heights, Service Department prohibits the use, possession, sale, manufacture, dispensing or transportation of controlled substances (including inhalants containing controlled substances) while performing work for or on behalf of the City, in City vehicles or while on City property. Any employee reporting to work or working with unauthorized drugs or alcohol in his or her body or possession will be subject to disciplinary action up to and including discharge.
- 3. The City of Richmond Heights, Service Department also prohibits certain items such as drug paraphernalia and/or literature promoting illegal drug or substance use from being brought on City property while the employee is working for the City or in City vehicles.
- 4. Illegal use of drugs, narcotics, or controlled substances off duty and off the City’s premises is not acceptable because it can affect on-the-job performance and the confidence of citizens in the City’s ability to meet its obligations and public service commitments; such use may result in disciplinary action up to and including discharge.
- 5. The illegal sale, manufacture, or distribution of narcotics, drugs, or controlled substances off duty and off the City’s premises will result in disciplinary action up to and including discharge.

6. The use of prescription drugs to the extent that job performance or safety is compromised is prohibited. Discipline in this area will be determined on an individual basis. If an employee is unable to safely perform his or her job responsibilities or if the employee believes, or has otherwise been informed, that the use of prescription drugs may affect his or her ability to perform the job, the employee must notify the supervisor. A reasonable accommodation will be made to the extent necessary and possible. An employee's failure to properly report the use of prescribed substances may result in disciplinary action up to and including discharge.
7. Whether an employee is on or off duty, the City of Richmond Heights, Service Department prohibits the unauthorized use of alcoholic beverages on the City's property or in City vehicles. Such use may result in disciplinary action up to and including discharge.
8. Any use of alcohol that adversely affects an employee's job performance is not acceptable and may result in disciplinary action up to and including discharge.

DRUG and/or ALCOHOL TESTING

To provide a means to deter and detect substance abuse and to ensure that employee are fit for duty, the City of Richmond Heights', Service Department employees shall be required to submit to drug and/or alcohol testing under the following circumstances.

The City of Richmond Heights, Service Department shall adopt the guidelines of the Department of Health and Human Services, DHHS, "Mandatory Guidelines for Federal Workplace Drug Testing Programs", and subsequent amendments hereto. These guidelines shall be administered by a third party administrator engaged on behalf of the City of Richmond Heights, Service Department. The Third Party Administrator shall adopt procedures for the following: split specimen collection procedures, Chain-of-custody procedures, laboratory qualifications, testing methodologies, quality control procedures, and reporting requirements.

1. **Pre-Employment Drug Testing** All applicants offered employment will be subject to a pre-employment drug test. The City of Richmond Heights, Service Department will not employ the individual until the initial drug screen results are received. If the applicant offered conditional employment tests positive, he/she will not commence employment and will not be hired.
2. **Reasonable Suspicion Testing** Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing prior to the release of test findings. A reasonable suspicion test may occur when:
 - a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
 - b. A pattern of abnormal conduct or erratic behavior;
 - c. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.

- d. Information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use;
- e. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test;
- f. Observation of symptoms of drug and /or alcohol use, including but not limited to:
 - i. Low productivity
 - ii. Impaired decision making
 - iii. Increased accidents
 - iv. Absenteeism
 - v. Slurring of speech
 - vi. Odor of alcohol or marijuana
- g. An employee is involved in an accident or work related injury and there is reason to believe that the employee is intoxicated or under the influence of an illegal substance.

Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all manager/supervisors will be trained to recognize drug and alcohol related signs and symptoms. Testing may be for drugs or alcohol or both.

3. **Post Accident** Post accident testing will be conducted whenever an accident occurs, regardless of whether there is an injury. An accident is an unplanned, unexpected or unintended event that occurs on City property, during the conduct of business, or during working hours, or which involves one of our motor vehicles or motor vehicles that are used in conducting City business, or is within the scope of employment, and which results in any of the following:
 - a. A fatality of anyone involved in the accident;
 - b. Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment;
 - c. Vehicular damage in apparent excess of \$1,500.00; or
 - d. Non-vehicular damage in apparent excess of \$1,000.00.

When such an accident results in one of the situations above, any employee who may have contributed to the accident will be tested for drugs or alcohol use or both.

4. **Follow-up Testing after Return to Duty from Assessment or Treatment.**

This test occurs when an employee who has previously tested positive and the decision is made to retain the employee under a "last-chance" agreement. A negative return-to-duty test is required before the employee will be allowed to return to work. If the employee fails this test, this will lead to the discontinuation of employment. Once an employee passes the drug and/or alcohol test and returns to work, management may choose to do additional unannounced tests for as long as deemed necessary. Follow-up tests will be unannounced and may occur at any time for a time period that management considers reasonable. The intent is to deter any subsequent usage that would result in a

violation of this Policy and termination of employment. Any employee with a second positive test result will be subject to disciplinary action up to and including discharge

ADMINISTRATION

1. The Service Director will be the Drug-Free Workplace Program Administrator for the Service Department. It will be the DFWP Administrator's responsibility to see that the DFWP is implemented, monitored and updated as needed. The DFWP Administrator will serve as the City's liaison between and among the City, the employee and any third party. The DFWP Administrator is the primary recipient of the drug and alcohol test results. In the DFWP Administrator's absence, results shall be provided to the Mayor.
2. The City of Richmond Heights, Service Department shall submit to the Third Party Administrator a list of all employees to include full name, address, city, state, zip code, phone number, and a unique identification number, (Social Security numbers can be submitted provided the employee agrees to and signs a use of social security number authorization form). Additionally, each time the City of Richmond Heights, Service Department desires to hire an employee, the Third Party Administrator shall be contacted for scheduling of alcohol and drug screen.
3. The City of Richmond Heights, Service Department specifies that only laboratories approved by the Department of Health & Human Services (DHHS), shall be used to perform substance abuse testing.
4. The Third Party Administrator shall conduct testing consistent with the DHHS. Testing form shall be urinalysis EMIT Screen, also referred to as Drug Screen, plus a gas chromatography/mass spectrometry, (GC/MS), confirmatory test for a panel of five drugs, and breath alcohol test with confirmatory Evidentiary Breath Test (EBT) for alcohol.
5. A strict chain of custody will be adopted. Procedures established by DHHS, the US Department of Transportation, (DOT), and Federal Motor Carrier Safety Administration, (FMCSA) will be utilized.
6. The City of Richmond Heights, Service Department has determined that the following drug/metabolite in urine shall not exceed these levels in non-federal testing:

DRUG	EMIT SCREEN (ng/ml)	GCMS CONFIRMATION (ng/ml)
Amphetamines	1000	500
Cannabinoids		
(Marijuana/THC)	50	15
Cocaine	300	150
Opiates	2,000	2,000
Phencyclidine (PCP)	25	25

Levels for other prohibited substances shall be in accord with accepted GC/MS quantitative procedures as recommended by the Federal Government Standards.

7. The City of Richmond Heights, Service Department adopts a 0.04 Breath Alcohol Concentration as the level considered to be a verified positive test for alcohol. For the purposes of this policy, a result of 0.02 or higher, but less than 0.04 shall be considered a prohibited concentration of alcohol at the workplace. A positive test shall mean 0.04 or greater for alcohol.

SPECIMEN COLLECTION PROCEDURE

Urine specimens and breath testing will be conducted by trained collection personnel who meet standards for urine collection and breathe alcohol testing. Confidentiality is required from our collection sites and labs. Employees are permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen. Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

REVIEW OF TEST RESULTS

To ensure that every employee who is tested is treated fair and impartial manner, the City of Richmond Heights's Third Party Administrator shall employ a Medical Review Officer ("MRO"). The MRO responsibilities include the following:

1. Receive Confirmed Positive Results from the Laboratory
2. Request, if necessary Quantitative Description of Test Results
3. Review and Interpret Positive Laboratory Results
4. Review and Interpret Questionable Laboratory Results (e.g. adulterated specimens, etc.)
5. Inform Tested Individual and Provide Test Results
6. Conduct a Medical Interview with the Tested Individual
7. Review the Individuals Medical History and/or any other Relevant Biomedical Factors
8. Provide the Tested Individual an Opportunity to Discuss the Test Results
9. Order a Re-Analysis of the Original Sample Specimen at a Certified Laboratory
10. Consult with Laboratory Officials
11. Do not Receive Urinalysis Results that DO NOT COMPLY with Mandatory Guidelines
12. Do not declare as Positive any Opiate-Positive Urine without Clinical Evidence"
13. Determine whether a Result is Scientifically Insufficient
14. Determine whether a Result is Consistent with Legal Drug use
15. Forward Results of Verified Positive Test to EAP and Management Officials
Empowered to Recommend or take Administrative Action

EMPLOYEES' RIGHTS WHEN THERE'S A POSITIVE TEST RESULT

An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the City of Richmond Heights DFWP Administrator. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee.

If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the City. An employee who tests positive may appeal the test through a re-test of the original specimen by another SAMSHA certified laboratory selected by the MRO at the employee's expense.

REPORTING OF RESULTS

All test results will be reported to the MRO prior to the results being issued to the Service Department. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. Each substance tested for will be listed along with the results of the testing. The Service Department DFWP Administrator will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the federal Department of Health and Human Services.

STORAGE OF TEST RESULTS AND RIGHT TO REVIEW TEST RESULTS

All records of drug/alcohol testing will be stored separately and apart from the employee's general personnel documents. These records shall be maintained under lock and key at all times. Access is limited to designated The City of Richmond Heights officials. The information contained in these files shall be utilized only to properly administer this Policy and to provide to certifying agencies for review as required by law. Designated City officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment.

Any employee tested under this Policy has the right to review and/or receive a copy of their own test results. An employee may request from the Drug-Free Administrator, in writing, presenting a duly notarized Employee Request for Release of Drug Tests Results form, requesting that a copy of the test be provided. The City will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

POSITIVE TEST RESULTS

Employees who are found to have a confirmed positive drug or alcohol test will be immediately taken off job duties and are subject to disciplinary action up to and including discharge.

TERMINATION NOTICES

In those cases where substance-testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination shall be deemed "for cause."

ARRESTS AND CONVICTIONS

1. If an employee is convicted under a criminal drug statute of a violation, the employee must notify his/her supervisor no later than five days after the conviction. Failure to do so will result in disciplinary action up to and including discharge.
2. An employee convicted of any drug-related crime, whether the activity occurred on or off City property, will be subject to disciplinary action up to and including discharge.

EMPLOYEE REHABILITATION/EMPLOYEE ASSISTANCE

The City of Richmond Heights is committed to offering assistance and rehabilitation to employees with a substance problem. The City of Richmond Heights is supportive of employees taking action on their own behalf to address a substance problem. Depending on the circumstances of each particular situation, the City may offer a second chance to employees who are willing to do something about their problem.

If an employee seeks assistance *before* violating any Service Department policy, the DFWP Administrator will meet with the employee and provide information of available employee-assistance services. It is important for the employee to come to an understanding regarding the extent of the problem, in order to correct the problem and be able to avoid usage in violation of the Service Department Policy. If an employee is willing to actively engage in resolving the substance use problem, the City will refer the employee to providers for an assessment and treatment if necessary and work with the employee to help him/her retain his/her job. Under these circumstances, the employee will be entitled to a leave of absence provided the employee undergoes an assessment and successfully participates in any recommended treatment.

If an employee tests positive for drugs or alcohol, the employee may be subject to discipline up to and including discharge. The DFWP Administrator will meet with the employee and provide information of available employee-assistance services. Depending upon all of the circumstances, the City, at its discretion, may work with the employee to help him/her retain his/her job provided the employee is willing to actively engage in resolving the substance use problem. If the City decides to retain the employee and the employee is willing to actively engage in resolving the substance use problem, the City will refer the employee to providers for an assessment and treatment if necessary. Under these circumstances, the employee will be entitled to a leave of absence provided the employee undergoes an assessment and successfully participates in any recommended treatment. In the event the City decides to give the employee another chance, the employee will be i) required to sign a "last chance agreement" and ii) entitled to a leave of absence provided the employee undergoes an assessment and successfully participates in any recommended treatment.

If an employee is a repeat offender or is found to have committed a serious offense (i.e., manufactured, distributed or dispensed controlled substances on City property or while on City business) or tests positive while working giving rise to a potentially serious safety issue, the employee will generally be discharged immediately. The DFWP Administrator will meet with the employee and provide information of available employee-assistance services. The City may, at its discretion, retain the employee. If the employee is not terminated and the employee is willing to actively engage in resolving the substance use problem, the City will refer the employee to providers for an assessment and treatment if necessary and work with the employee to help him/her retain his/her job. In the event the City decides to give the employee another chance, the employee will be i) required to sign a "last chance agreement" and ii) entitled to a leave of absence provided the employee undergoes an assessment and successfully participates in any recommended treatment.

In all cases where the employee has violated the policy or where the employee has been given a leave of absence to seek an assessment and treatment for a substance abuse issue, the City will be informed whether the employee is attending sessions and/or otherwise actively participating in any recommended programs. An employee who has not been terminated and who participates in and completes, assessment and treatment to the satisfaction of the Substance abuse Professional will be allowed to return to work, subject to signing a "second chance" or "last chance" agreement acknowledging that a second violation of this Policy may result in immediate termination of employment. The employee will be tested prior to being allowed to return to work and at various times afterward as outlined in the Positive Test Results section of this Policy.

This Drug and Alcohol Policy reflects the current views of the City of Richmond Heights and its management. However, the City of Richmond Heights, Service Department reserves the right to

modify, change, or update this policy as it may deem necessary or as required by law provided that adequate notice of such change is made to all employees. Below is a list of Local Employee Assistance programs employees may voluntarily contact for controlled substance and or alcohol counseling:

Oakview at Southwest General
1-440-816-8200

Concern EAP
1-216-663-3287

Windsor Laurelwood Behavioral
Medicine
1-440-953-3000

University Hospitals Counseling
Center
1-440-953-3000

Community Action Against Addiction
1-216-881-0765

Tri-County Employee Assistance
1-330-762-7908

TRAINING


Supervisor Training

Each supervisor and management representative under the employee of Service Department shall participate in supervisor level drug free workplace training. The training shall at a minimum cover the identification of controlled substance abuse in the workplace, training, employee assistance programs, discipline, and discharge. Consistent with the Ohio BWC, DFWP, supervisors will be required to participate in an initial training followed by annual refresher training. Training for supervisors will be conducted under the direct supervision of an Occupational Safety and Health Professional authorized to teach under the guidelines of this program. Supervisor training is in addition to employee training.

Employee Training

Each employee, including supervisors, shall participate in the City of Richmond Heights sponsored employee drug free workplace training. This training, at a minimum, shall include a review of the Service Department policy, substance abuse in the workplace and community treatment programs. Consistent with the Ohio BWC, DFWP, employees will be required to participate in an initial training followed by annual refresher training. Training for non-supervisory employees will be conducted under the direct supervision of a Certified Professional Occupational Safety and Health Professional.

APPROVED:



Kim A. Thomas, Mayor

Date: _____

7/5/2022



07/11/2022
0545-04
21-MED-09-1240
41829



July 5, 2022

Sent Via E-mail to:

jguarino@bmanaganolaw.com

Joseph J. Guarino III, Esq.
Mangano Law Offices, Co., LPA
2460 Fairmount Blvd., Suite 314
Cleveland, Ohio 44106

RE: Calendar Year 2022-2024 Health Insurance Deductible Letter of Assurance

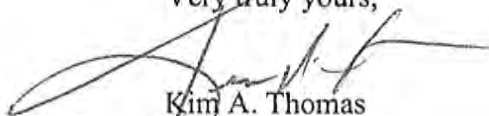
Mr. Guarino,

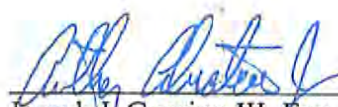
In accordance with our recent negotiations, I am writing to provide Laborers' Local 860 the City's assurance that the health insurance deductibles with respect to the members of your bargaining unit, only, will not increase above the current \$7,000 annual family plan deductible and the current \$3,500 annual single plan deductible prior to January 1, 2025.

Be advised that this assurance does not in any way alter the language contained in the collective bargaining agreement between the parties and does not extend beyond December 31, 2024. This assurance and this letter cease to have any force or effect whatsoever after December 31, 2024. This is a non-precedent-setting assurance and may not be cited for any purpose other than to enforce a deviation from the assurance contained in this letter.

By affixing your signature below on behalf of and as an authorized representative of Laborers' Local 860, you and the union agree to the terms and understandings contained in this assurance letter.

Very truly yours,


Kim A. Thomas
Mayor


Joseph J. Guarino III, Esq.
Laborers Local 860

July 11, 2022

Anthony D. Liberatore, Jr. / Business Manager / Secretary - Treasurer
cc: R. Todd Hunt, Esq. - Law Director

RESOLUTION NO.: 73 -2022
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE LABORERS LOCAL 860, LABORERS INTERNATIONAL UNION OF NORTH AMERICA, FOR THE YEARS 2022 THROUGH 2024; AND DECLARING AN EMERGENCY.

WHEREAS, the City, by and through its Mayor and special labor counsel, have negotiated a collective bargaining agreement with representatives of the Laborers Local 860, Laborers International Union of North America, the terms of which have been reviewed by Council;

WHEREAS, Council desires to authorize the Mayor to execute the agreement on behalf of the City and to give the agreement effect as of January 1, 2022, except as effective dates for various terms of the agreement are set forth therein;

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1. The Mayor is authorized to execute a collective bargaining agreement between the City of Richmond Heights and the Laborers International Union of North America, setting forth salary, hours, and terms and conditions of City employment, to be effective as of January 1, 2022, except as effective dates for various terms of the agreement are set forth therein, to remain in effect through December 31, 2024, and in the form as is on file with the Clerk of Council.

Section 2. 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. This Resolution is hereby determined to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Richmond Heights by reason of the need to authorize an agreement for employment conditions for members of the Laborers Local 860, Laborers International Union of North America, as the same affects the day-to-day operation of the

City and, therefore, shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: June 14, 2022

APPROVED: June 14, 2022

ATTEST: Betsy Traben
Betsy Traben
Clerk of Council

Kim A. Thomas
Kim A. Thomas, Mayor
Bobby Jordan
Bobby Jordan
President of Council