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AGREEMENT BETWEEN
THE CITY OF AVON LAKE
AND
**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED-INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION**
AFL-CIO & CLC, LOCAL 836-1

**Effective
July 1, 2023
Through
December 31, 2024**

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ARTICLE 1 **PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of Avon Lake, Ohio, hereinafter referred to as "The City," and The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO, CLC on behalf of Local 836-1 hereinafter referred to as "The Union."

ARTICLE 2 **PURPOSE AND INTENT**

2.01 In an effort to continue harmonious and cooperative relationships between employer and employees, and to insure orderly and uninterrupted efficient operations, the City and the Union now desire to enter into an agreement reached through collective bargaining which will have for its purposes, among others the following:

1. To recognize the legitimate interests of all members of the Union and the City management in participating through collective bargaining in the determination of the terms and conditions of their employment;
2. To promote fair and reasonable working conditions;
3. To promote efficiency of service to the citizens of Avon Lake;
4. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.
5. To attract and retain qualified employees.

ARTICLE 3 **RECOGNITION**

3.01 The City hereby recognizes the Union as the sole and exclusive representative of all regular full-time employees of the City in the job classifications within the bargaining unit as set forth below: Finance Clerks in the Finance and Tax Departments, Administrative Assistants in the Public Works, Recreational Department and Building Departments; Recreation Program Manager, and Recreation Programmer.

3.02 The City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all full-time non-probationary employees included in the bargaining unit.

3.03 If an employee is promoted to a position outside of the bargaining unit, and it is subsequently concluded by the City that such individual be returned to the bargaining unit within one hundred (100) calendar days after the date of promotion, they shall retain full

seniority rights in the bargaining unit. An employee continuing in a position outside of the bargaining unit for a period of more than one hundred (100) calendar days who is subsequently returned to the bargaining unit shall begin his seniority anew. This shall not be considered to affect vacation, longevity or any other fringe benefits.

3.04 It is understood that management personnel of the City shall not perform work on a job normally performed by the bargaining unit except:

- a. for experimental work;
- b. demonstration work performed for the purpose of instructing and training employees;
- c. work required by conditions which, if not performed, might result in interference with public health, welfare and safety, operations, bodily injury, loss or damage to material or equipment;
- d. emergencies declared by the Mayor after giving due consideration to such work being performed by bargaining unit employees.

ARTICLE 4 **RIGHT TO MANAGE**

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the City, the City retains the right to:

1. Hire, discharge, transfer, suspend and discipline employees for just cause;
2. Determine the number of persons required to be employed or laid off;
3. Determine the required qualifications of employees covered by this Agreement;
4. Determine the starting and quitting time and the number of hours to be worked by its employees;
5. Make any and all reasonable rules and regulations;
6. Determine the work assignments of its employees;
7. Determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement consistent with Civil Service Rules and Regulations;
8. Determine the type of equipment used and the sequence of work processes;
9. Determine the making of technological alterations by revising either process or equipment, or both;
10. Determine the work standards and the quality of work to be produced;
11. Establish, expand, transfer and/or consolidate work processes and facilities;
12. Consolidate, merge, or otherwise transfer any or all of its facilities, properties, processes or work, with or to any other municipality or entity or effect or change in any respect legal status, management or responsibility of such property, facilities or processes of work.

During the term of this Agreement, the Employer agrees that there shall be no less than the number of USW Office and Clerical employees within the bargaining unit as January 1, 2009.

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

ARTICLE 5 **UNION RIGHTS**

5.01 The Union shall have the right to appoint or elect representatives from its membership and such representative shall be authorized and recognized by the City to represent the Union in City/Union related matters. The names of the Union members so selected shall be certified in writing to the City.

5.02 The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, without any unlawful interference, restrain, or coercion from the City.

It is hereby agreed that all full-time and newly hired employees that are employed in the bargaining unit may elect to become members of the Union after sixty (60) days of employment. Voluntary PAC contributions, initiation fee, assessments levied by the Union and periodic membership dues shall be deducted in proportionate amounts from each pay period of the month by the City from the employee's payroll check. Periodic Union dues, initiation fees, and assessments and voluntary PAC contributions will be deducted from the pay of any employee eligible for membership in the bargaining unit upon receipt from the individual employee of a voluntarily signed deduction authorization. The Employer agrees to remit said deductions by the end of the calendar month to the International Union along with a check-off list. The check-off list will include the names of the Union members, including their Social Security Number and their clock or employee number. This list will include all those for whom dues were deducted and also from those where no deductions were made, and the reason for non-deduction. If the compensation of an employee for any period is insufficient, the Employer shall make the deduction from the next pay period which is sufficient.

The initiation fee, dues and assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this section. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are

remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

5.03 The Union shall have its legal right under ORC Chapter 4117 to solicit additional membership and the City shall have its legal right under ORC Chapter 4117 to contest and/or oppose the expansion of the bargaining unit.

5.04 Meetings of the Union members will be permitted on City premises, providing at least thirty-six (36) hours advance notice is given to the Mayor/Human Resources Director.

5.05 The City agrees that during working hours, one Union member while on the City's premises and without loss of pay may:

1. Post Union notices;
2. Transmit communications, authorized by its officers to the City or its representatives;
3. Consult with City representatives, Union officers, or other Union representatives concerning the enforcement, interpretation, application, or claim of violation of any provisions of this Agreement;
4. Subsections 1 through 3 above shall be permitted provided said activities are authorized by the Department.
5. The Union shall be allowed, collectively, up to sixty (60) hours of paid leave per year for attendance of Union members at USW International Union functions, subject to the approval of the Mayor and existing department policy on requests for time off.

5.06 The Union may conduct a thirty minute orientation during working hours, for newly hired bargaining unit employees.

ARTICLE 6 **NO STRIKE/NO LOCKOUT**

6.01 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 Union member 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 City for the duration of this Agreement.

6.02 In addition, the Union shall cooperate at all times with the City in the continuation of its operations and services, and the fulfilling of its contractual agreements, and shall actively discourage any attempt to violate this article. If any violation of this article occurs during

the term of this Agreement, the Union shall immediately notify all Union members that the strike, slowdown, work-stoppage, or other concerted interference with or the withholding of services from the City is prohibited, not sanctioned by the Union and order all Union members to return to work immediately.

- 6.03 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the City shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding, the City harmless from any and all costs arising from the violation of this article.
- 6.04 The City shall not lockout any Union member for the duration of this Agreement.

ARTICLE 7 NON-DISCRIMINATION

- 7.01 The City and the Union agree not to discriminate against or grant preferential treatment to any employee on the basis of race, color, creed, religion, national origin, age, disability, national ancestry, military status, sex, or genetic information.
- 7.02 The Union and the City agree that membership in the Union is at the option of the employee, and that neither will discriminate with respect to representation between members and non-members.
- 7.03 It is further understood and agreed that words of one gender include the other gender.

ARTICLE 8 RULES, REGULATIONS AND WORK RULES

- 8.01 The City maintains the right to promulgate and enforce reasonable work rules, policies, procedures, and directives.
- 8.02 Work rules shall be applied uniformly with the group of employees to whom such rules are directed.
- 8.03 The Union has the right to submit a grievance under Article 19 of the current agreement to protest the discipline under any rules, policies, procedures or directives. Any new rules, policies, procedures or directives must be transmitted to the Union and posted fifteen (15) working days, Monday through Friday, prior to its implementation unless an emergency exists. In either case, the Union may request a meeting to discuss the new rule, policy, procedure or directive within fifteen (15) working days, Monday through Friday, of the effective date of the rule, policy, procedure or directive.

- 8.04 The Union agrees that its members shall comply with all rules and regulations, policies, procedures and directives, including those relating to conduct, performance evaluation and work performance.
- 8.05 It is hereby mutually agreed that from time to time work rules may be discussed between the Union and the Department Head to insure a harmonious relationship, good working conditions and efficiency.

ARTICLE 9 **SAFETY AND HEALTH**

- 9.01 The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the Union members covered by this Agreement.
- 9.02 A Union designated representative shall be provided with OSHA information and material from the City's designated safety representative who will be available to the Union for safety concerns.
- 9.03 A joint Safety Committee shall be formed consisting of two (2) representatives appointed by the City and two (2) representatives appointed by the Union. The committee will meet when a safety issue arises, but in no case less than once every three (3) months. The function of the committee shall be to advise City management concerning safety and health matters, but not to handle grievances.
- 9.04 An employee who, as a result of a work related or on the job accident, is unable to return to his assigned job for the balance of the shift on which he was injured, will be paid for any wages lost on that shift and for one additional follow up appointment provided that the employee provides proof of the appointment.
- 9.05 The City shall make every reasonable effort to comply with all standards, conditions and requirements and all applicable PERRP rules and regulations.

ARTICLE 10 **HOURS OF WORK**

- 10.01 Each employee covered by this Agreement, excluding the Recreation Manager and Recreation Programmer, shall work a normal tour of duty which shall be forty (40) hours of work in five (5) eight (8) hour tours, Monday through Friday and shall be so assigned by the Department Head.
- 10.02 Each employee shall be allowed two (2) fifteen (15) minute paid break periods during each eight hour shift, the time for which shall be determined by the department head.
- 10.03 All hours worked shall be calculated after rounding to the nearest quarter of an hour.

10.04 The normal work week for the full-time Recreation Manager and Recreation Programmer positions shall consist of forty (40) hours per week between Monday and the following Sunday as assigned by the Department Head.

10.05 Notwithstanding the above or any other Article or Section of this agreement, the City and the Union may develop and implement by mutual agreement alternative working hours, experimental schedules and shifts including modification of over-time compensation contained in this agreement, which shall not be less than that provided by law, for bargaining unit employees employed herein, but only where all such affected employees are in unanimous agreement. Such agreements, if reached, shall be reduced to writing and signed by the parties.

ARTICLE 11 OVERTIME COMPENSATION

11.01 Overtime compensation for work in excess of an eight (8) hour tour of duty or in excess of a normal forty (40) hour week shall be paid at the rate of one and one-half (1 1/2) times the basic hourly rate. For purposes of this section, hours paid for vacation, holidays, compensatory time and sick time shall be calculated as time actually worked.

11.02 The basic hourly rate shall be determined by dividing the employee's bi-weekly wage by eighty (80) hours.

ARTICLE 12 HOLIDAYS

12.01 All employees covered by this Agreement shall be granted the following holidays:

New Years Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day; and,
Four (4) personal holidays will be granted after 1 st anniversary date employment.	

All employees covered by this Agreement who worked a forty (40) hour work week shall be given the above holidays off with one day's regular eight hour pay. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday; should any holiday fall on a Saturday, the preceding Friday shall be the holiday.

12.02 Upon retirement, resignation, permanent layoff or termination of employment, except for termination for gross misconduct with the City, an employee shall be compensated for any unused holiday time and personal holiday time. Compensation shall be an hourly rate

computed by dividing the employee's bi-weekly wage by eighty (80) hours, times the number of unused holiday or personal holiday hours accumulated.

1. In the case of a deceased employee, holiday pay shall be paid to the next of kin or executor or administrator of the estate.

12.03 An employee will be allowed to schedule time off under a personal day in segments of not less than one half hour.

12.04 All personal holidays not taken prior to December 31 of each year shall be compensated in cash money no later than the end of January immediately following, but the payment shall be made at the rate in effect in the preceding December.

ARTICLE 13 **VACATIONS**

13.01 All full-time employees covered by this Agreement who have been in the continuous employment of the City for a period of twelve (12) months or more preceding January 1, shall be allowed an annual vacation with pay of two normal work weeks. All regular full-time employees who have been employed for less than twelve (12) months preceding January 1 will receive one (1) full day of vacation for each full month of employment during the previous one (1) year up to a maximum of two (2) normal work weeks.

13.02 All full-time employees who have been in the employment of the City for a period of five (5) years of continuous service shall be granted three (3) weeks of vacation with pay; after ten (10) years of continuous service shall be granted four (4) normal work weeks of vacation with pay; and after twenty (20) years of continuous service shall be granted five (5) normal work weeks of vacation with pay. All earned vacations shall become effective on the following January 1st. after the completion of the above years of service.

1. In addition to the above, in the year of the employee's fifth, tenth and twentieth anniversary date of employment and only in those years, he/she shall be granted one (1) additional day of vacation for each two (2) full months of time remaining in the calendar year, beginning with his/her anniversary date. The employee shall be allowed use of this prorated additional vacation time only on or after his/her employment anniversary date. This prorated vacation shall be taken prior to December 31, and cannot be carried over into the next year.

13.03 Vacations of more than one (1) week may not be accumulated and must be taken not later than the end of the subsequent year of service for which the vacation was earned, unless the Mayor/Human Resources Director authorizes an extension.

13.04 An employee whose employment with the City is terminated, permanently laid off, voluntarily resigns or upon retirement, shall be paid for vacation time earned the previous year but not yet taken, and earned but not yet taken in the year of termination, permanent

layoff, resignation or retirement. Compensation shall be calculated by dividing the employee's bi-weekly wage by eighty (80) hours, times the unused hours of vacation provided the employee has twelve (12) months or more of continuous service.

- 13.05 Vacation allowance calculated on the basis of Section 13.04 hereof shall be paid to the next of kin or executor or administrator of a deceased employee.
- 15.06 Vacations are scheduled in accordance with the workload requirements of the department. For this reason, an employee will be required to submit a vacation request by March 1st of each year. Requests submitted by March 1st will be approved based upon City-wide seniority. The City will post the approved vacation schedule by the end of the shift on March 2nd. All vacation requested received after March 1st shall be on a "first come-first served" basis for those unscheduled and available remaining weeks. The City agrees to process a vacation request and update the posted vacation schedule within twenty-four (24) hours of an approved request. An employee wishing to change his scheduled vacation shall give the City at least a twenty-four (24) hour advance notice. In emergencies, an employee may receive same day approval from his immediate supervisor for a maximum of eight (8) hours vacation leave.

- 13.07 Members of the bargaining unit shall be eligible to "cash-in" up to ten (10) vacation days per year at the employee's appropriate hourly rate. Reimbursement for unused vacation days shall only be in full days (8 hours) or half days (4 hours) increments. Reimbursement shall also apply to any remaining amount which is less than a half day (four [4] hours), not to exceed the ten (10) day maximum.

Requests for a vacation "cash out" may be made up to twice per year. A request must be made by May 30 of the applicable year for payment in June, and must be made by November 30 of the applicable year for payment in December.

- 13.08 All bargaining unit members who have had full-time prior municipal service (2080 hours) within the last ten (10) years with another Ohio municipality, shall have that time credited for purposes of vacation time calculation.

All bargaining unit employees, who have served in any branch of the United States military and who have received an honorable discharge, shall have receive vacation credit for such time served. Active duty time will be used for the basis of vacation calculation and such time shall be restricted to the past ten (10) years. Active duty will be defined for these purposes as time listed on the official DD 214 discharge paperwork itemized as "active duty" and as outlined in Titled 38 of the US Code.

ARTICLE 14 HEALTH INSURANCE

- 14.01. All full time employees of the bargaining unit shall be eligible to participate in a group health care plan established by the City, which shall include medical, dental, vision, and

prescription drug coverage. The City shall offer a base plan and may offer alternate plans, (less expensive and/or a buy-up plan[s]). Cost containment measures may be adopted by the City pursuant to the provisions of Section 14.03 herein.

Eligible employees may elect the base or an alternate plan, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s).

Effective January 1, 2021, a High Deductible Health Plan through a Health Reimbursement Account ("HRA") Plan shall be the base plan.

Annual deductibles for the HRA Plan shall be:

\$3000 for single coverage in network

\$6000 for family coverage in network

The City will annually fund the Health Reimbursement Account of each enrolled and participating employee based upon the applicable coverage up to the following maximum amounts:

Up to \$3000 for single coverage

Up to \$6000 for family coverage

The City will make available a High Deductible Health Savings Account (HSA) plan as an alternate plan with the following deductibles and City contributions to the account of each enrolled and participating employee based upon the applicable coverage as follows:

	<u>Annual Deductible</u>	<u>Annual City Funding</u>
Single Coverage	\$3000	\$2000
Family Coverage	\$6000	\$4000

Commencing with plan year 2021, the above contributions will be made semi-annually in January and July respectively.

<u>Semi-Annual Funding Plan year 2021 and forward</u>	
Single Coverage	\$1000
Family Coverage	\$2000

14.02. Cost Sharing. Participating employees shall be required to share in the cost of health care coverage up to the maximums set forth in this Agreement and permitted by the Patient Protection and Affordable Care Act (ACA) as may be applicable. The Employer shall pay the equivalent of eighty-five percent (85%) of the base plan offering towards the employee's medical, dental, vision and prescription drug coverage. The Employer contribution for the base plan will be applied to all alternate plans offered. An employee shall be responsible for any cost in excess of the City base plan contributions.

14.03. Health Care Committee. A health care committee will be created for the purposes of reviewing usage, studying cost containment programs and options for health plan coverage (medical, dental, vision, and prescription), and recommending changes to the base plan and benefit levels. Once created, the Union agrees to participate in the committee. The first order of the committee shall be to establish bylaws/ground rules and the parties recognize that no by-law/ground rule can supersede or conflict with the provisions herein.

The committee shall consist of the following representatives from the recognized bargaining units, non-bargaining employees, and administration. Each representative must be an active participant in a City provided group health care plan except as otherwise provided herein.

FOP/OLC - Dispatchers: One (1) employee representative selected by the applicable bargaining unit employees

FOP/OLC - Patrol Officers: One (1) employee representative selected by the applicable bargaining unit employees

FOP/OLC - Sergeants and Lieutenants: One (1) employee representative selected by the applicable bargaining unit employees

IAFF: One (1) firefighter/paramedic representative selected by the applicable bargaining unit employees

IAFF: One (1) rank officer representative selected by the applicable bargaining unit employees

USW LOCAL 836: One (1) employee representative selected by the applicable bargaining unit employees

USW LOCAL 836-1: One (1) employee representative selected by the applicable bargaining unit employees

USW LOCAL 1-865: One (1) employee representative selected by the applicable bargaining unit employees

Non-bargaining unit: One (1) employee representative selected by the non-management, non-bargaining unit employees

Administration: Up to five (5) administrators/department heads selected by the Mayor/designee; and one of the administrators shall be the Director of Human Resources, whether a plan participant or not.

The Mayor, plus one staff representative from each certified Union, may attend all or some of the committee meetings for informational purposes, but shall not be a voting member. Additionally, the City's health care consultant, and labor relations consultant of the City may also be requested to attend for informational purposes only.

The health care committee shall have the authority to recommend alterations to the base plan and benefit levels and/or to recommend adjustments to coverage levels for the next plan year through a majority vote. Recommendations will be in compliance with the ACA regarding coverage levels and will be submitted to the Mayor in writing at least thirty (30) calendar days prior to the end of the applicable plan year, except where the deadline is extended in conjunction with the City's health care consultant and the applicable plan provider. Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase consistent with the cost sharing provisions set forth in Section 2; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan(s).

A timely and valid recommended option of the health care committee (A, B or C above) will be considered an agreement between all the bargaining units and the City, and will be implemented by the City.

If, however, the health care committee fails to submit a timely and valid recommendation for the following plan year, Option A shall apply and will be implemented.

The health care committee may also recommend alterations to any of the alternate plans; however, the City retains the right to determine the provision and benefit levels of any alternate plan(s).

14.04 "Opt-Out". The City will provide members of the bargaining unit a cash incentive plan for those eligible employees electing to "opt-out" of the medical, dental, vision and prescription drug coverage that is made available. Any bargaining unit member that elects to "opt-out" of family or single insurance coverage shall receive a cash incentive equal to forty percent (40%) of the City's share of the monthly premium cost of the base plan. To be eligible, the employee must show proof annually of insurance from an alternative source, excluding the City of Avon Lake. The City shall permit the bargaining unit member the ability to enroll back into the medical, dental, vision and prescription drug plan provided by the City during open enrollment periods throughout the duration of this collective bargaining agreement, or upon a qualifying event. The City shall provide bargaining unit members the time period for open enrollment and definitions of allowable qualifying events.

ARTICLE 15 **LIFE INSURANCE**

15.01 The City shall provide full premium payment for all eligible full-time employees for a minimum fifty thousand dollars (\$50,000.00) life insurance.

ARTICLE 16 **LONGEVITY**

16.01 The following longevity compensation plan has been established for eligible full-time employees:

<u>Consecutive full Years of Service</u>	<u>Amount of Annual Longevity pay</u>
6	\$600.00
7	\$700.00
8	\$800.00
9	\$900.00
10	\$1,000.00
11	\$1,100.00
12	\$1,200.00
13	\$1,300.00
14	\$1,400.00
15	\$1,500.00
16	\$1,600.00
17	\$1,700.00
18	\$1,800.00
19	\$1,900.00
20	\$2,000.00

16.02 Longevity compensation shall be paid to eligible full-time employees. Longevity compensation shall be paid on the scheduled pay day immediately preceding November 1.

16.03 Any full-time employee receiving longevity compensation as set forth in Section 18.01 of this article shall, in addition thereto, be required to be employed and work no less than eighteen hundred (1800) hours during the twelve (12) months preceding the computation of said compensation.

16.04 Longevity compensation rates are to be computed on continuous years of employment service and not upon any wage or salary rate. Service for purposes of longevity compensation is defined as a full-time position of trust or employment in the service of the City of Avon Lake involving no less than eighteen hundred (1800) hours of work per twelve (12) month period from December 1 until December 1 of the following year.

16.05 Hours of work is defined as working or duty hours including hours paid for vacations, sick leave or other paid authorized absences. Overtime hours worked will not be counted or computed in determining the eighteen hundred (1800) hour basic computation requirement for an eligible service year.

16.06 For full-time employees who leave the service of the City of Avon Lake other than discharge, the following provisions for longevity compensation shall apply:

1. Separation from public service because of death, resignation, permanent layoff, or permanent disability, longevity compensation will be prorated and paid as of the time of separation. In the case of deceased employee, longevity compensation shall be paid to the next of kin or executor or administrator of the estate.
2. Any employee retiring or resigning before December 1, of the calendar year shall receive longevity compensation on a pro rata basis as determined on the date of this retirement or resignation, payable at the time of retirement or resignation.

16.07 In computing longevity compensation for the first eligible year, the employee shall be compensated on a pro rata month-to-month basis, determined by the number of months (an eligible month for pro rata being twenty [20] or more calendar days) between the employee's sixth anniversary date of employment and the next December 1. Such pro rata compensation shall be added to the first entitlement longevity compensation.

16.08 The monetary value of proration as described in this section shall be determined by the following formula: eligible months divided by 12, times the entitlement amount of Section 16.01 of this article.

ARTICLE 17 GRIEVANCE PROCEDURE

17.01 Any employee or the Union may present a grievance in accordance with the procedure provided herein free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of the procedure.

17.02 For the purposes of this procedure, the below-listed terms are defined as follows:

1. Grievance: A “grievance” shall be defined as unresolved grievances and/or disputed interpretations of the specific and express written provisions of this Agreement.
2. Aggrieved Party: the “aggrieved party” shall be defined as any employee, the Union, or group of employees within the bargaining unit actually filing a grievance.
3. Days: A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.
4. Unless otherwise agreed to by the parties, the preparation and processing of grievances shall be conducted only during nonworking hours.
5. The aggrieved party, if an employee or a group of employees, shall be represented by the Union during the Grievance Procedure as outlined in 17.03 and 17.04.

6. If the City fails to reply within the specified time limit, the grievance shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. If the Union fails to follow the specified time limits within this article, the grievance shall be determined to be adjusted and shall not be advanced to arbitration. The time limits specified for either party may be extended only by written mutual agreement.
7. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

17.03 Procedure for Consideration of Employee Grievance:

1. Within fourteen (14) days of the incident giving rise to the grievance or fourteen (14) days after the employee should have known the facts giving rise to the grievance, the employee shall reduce the grievance to writing and submit the grievance to his immediate supervisor. The immediate supervisor shall meet with the individual employee (grievant) within seven (7) days of the submission of the grievance and shall render a written decision within seven (7) days of the meeting.
2. If the problem is not thereby resolved, within seven (7) days, the grievant or Union representative may submit the written grievance to the proper department head for discussion of the grievance in an attempt to settle it to the satisfaction of the parties concerned. The Department Head shall meet with the grievant and Union representative within seven (7) days of the submission of the grievance and shall render a written decision within seven (7) days of the meeting.
3. In the event an employee grievance is not resolved with the Department Head within seven (7) days after the issuance of the response, the employee, or Union representative shall have the right to submit such grievance in written form to the Mayor/Human Resources Director for his consideration and evaluation. A copy shall at the same time be provided to the Department Head involved, and the Mayor/Human Resources Director shall, within ten (10) days after receipt of such a request for his review, arrange for a meeting with the parties involved and shall attempt to resolve the dispute. An International Representative of USW may be present at this meeting if desired by the Union. Within ten (10) days of the meeting the Mayor/Human Resources Director shall render a written response to the Union.
4. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, the union may submit the grievance to arbitration.

17.04 Arbitration: The Union has a right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the date final action was taken on such grievance under Step (3)

in the grievance procedure and any grievance not submitted or withdrawn within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Simultaneous with a notice to arbitrate, the Union shall request the Federal Mediation and Conciliation Service to submit a list of nine (9) impartial persons qualified to act as arbitrator. The notice to FMCS shall specify that the arbitrators are to be members of the National Academy of Arbitrators and residents of the State of Ohio.
- B. Each party shall have the option to completely reject one list of names provided by FMCS and request another list.

Within fourteen (14) calendar days of receipt of the list of arbitrators, each party shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS.

The Federal Mediation and Conciliation Service shall assign an arbitrator based upon the ranking of the parties (arbitrator with the lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties the date, time, and place of the meeting.

17.05 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and he/she shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying any way the terms of this Agreement.
2. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this Agreement.

17.06 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

17.07 The question of arbitrability of a grievance may be raised by either party and presented to the party at least ten (10) calendar days prior to the arbitration hearing of the grievance, on the grounds that 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 that the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

- 17.08 The decision of the arbitrator resulting from arbitration of grievances hereunder shall be in writing and sent to the Employer and USW. The decision of the arbitrator shall be binding on both parties.
- 17.09 The fees and expense of the arbitrator will be shared by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible, for any of the expenses incurred by the other party. City facilities may be used at no cost, upon agreement of the parties, for such hearing or hearings.

ARTICLE 18 **SICK LEAVE**

- 18.01 Sick leave shall be provided to each full-time employee in accordance with state law and the provisions of this contract.

18.02 Sick Leave Accumulation

1. Each full-time employee shall be advanced five (5) days of immediate sick leave credit which will be charged against the first four (4) months of his/her accumulation of sick leave.
2. Sick leave shall be accumulated, without limit at the rate of 4.6 hours for each bi-weekly pay period in active pay status.
3. Any full-time employee who has been employed with another Ohio public agency or Ohio political subdivision and who has not retired shall be credited with the unused balance of his accumulated sick leave from such Ohio public agency or subdivision, not to exceed two hundred forty (240) hours.
4. The previously accumulated sick leave, not to exceed two hundred forty (240) hours, of a full-time employee who has been separated from Ohio public service shall be placed to his credit upon his re-employment, provided his Ohio employment takes place within ten years of the date on which the employee was last terminated from Ohio public service, unless the employee has elected to receive termination pay or severance pay with his former Ohio public agency or political subdivision.

18.03 Granting of Sick Leave

1. Employees wishing to use sick leave time must, if possible, advise their supervisors in advance of their absence. Employees must follow established rules within their department for reporting their absence to their supervisor. To be eligible to be paid

sick leave, employees are required to furnish a signed sick leave form within forty-eight (48) hours of his return to work. Any employee who is absent on sick leave may be required to present a certificate starting the reason for their absence from a licensed medical practitioner for any absences lasting longer than three (3) work days.

2. Sick leave may be used due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or injury of a member of the employee's immediate family. The term "immediate family" means father, mother, brother, sister, husband, wife, child, grandchild, step-parent, step-child, step-brother, step-sister, and grandparents of the employee and/or spouse and any other legal dependent residing with the employee.
 - a. In the case of pregnancy and or childbirth of the bargaining unit member and/or spouse, the bargaining unit member may utilize a maximum of five (5) days without a certificate from a licensed obstetrician, gynecologist, midwife, obstetric or gynecological nurse practitioner. If the bargaining unit member, spouse or child develops medical complications associated with the pregnancy, childbirth or recovery from said pregnancy, additional days of sick leave may be used upon the filing of medical excuse signed by a licensed obstetrician, gynecologist, midwife, obstetric or gynecological nurse practitioner that details the nature of the illness, complications or incapacitation associated with said pregnancy and/or birth. Medical information provided by a bargaining unit member will be consistent with state and federal laws concerning personal medical information.
3. Sick leave may be used in segments of not less than one-quarter (1/4) of an hour.
4. An employee may elect each year to have the Employer buy back a maximum of one hundred twenty (120) hours of sick leave for the current year. A written request must be completed by the employee to do so and be submitted to the Employer no later than December 15 of the year of the actual conversion. The employee shall specify in writing the number of sick leave days to be converted. The rate of conversion will be one (1) day of pay at the employee's regular hourly rate for each two (2) days of sick leave converted. The conversion will result in the employee having his sick leave account reduced by the number of sick leave days converted. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis.

The employee will receive the payout no later than the first pay day of the second full pay period of the following year. No employee shall be permitted to convert any more leave than he would otherwise earn in a calendar year less any leave earned and used in the calendar year.

5 If an employee uses sick time in a way which, in the reasonable judgment of the Employer, constitutes a pattern of abuse, the employee will be required to provide a doctor's excuse to verify the use of sick time. Examples of pattern abuse include but are not limited to: repetitive use of sick time before and after weekends; repetitive use of sick time before and after holidays; repetitive use of sick time before and after scheduled vacations; absences occurring repetitively when undesirable jobs or assignments are scheduled.

18.04 Payment for Unused Sick Leave Upon Retirement

1. A full-time employee, at the time of retirement, if he/she has ten (10) or more years of full-time service as an employee of the City of Avon Lake, shall be entitled to his/her accumulated sick leave credit up to a maximum of eighty (80) days (640 hours). Payment shall be based on the employee's basic rate of pay at the time of retirement.
 - a. Payment under this provision shall eliminate all sick leave credit.
 - b. Should termination be because of death, such remaining accumulated sick leave pay shall be paid to the surviving spouse or depending children in the order named, or to the executor or administrator of the employee's estate.

ARTICLE 19 **LEAVE OF ABSENCE AND UNAUTHORIZED ABSENCE**

19.01 **Personal Leave:** The Human Resource Director or his designee may grant a leave of absence without compensation, for a definite or an indefinite period not to three (3) months. Such absences may be granted for good cause among which the following shall be deemed proper: temporary physical disability, or study or training of value in connection with the municipal service. The civil service status of an employee shall be protected during all leaves of absences. Military leave of absence shall be granted in conformance with federal and state law and shall only be limited by the duration of any call-up notice.

19.02 **Reinstatement Upon Return:** An employee returning after a leave of absence without pay shall be reinstated in his former position.

19.03 All members of the Union covered under this Agreement returning from the armed services of the United States and applying for reinstatement shall be governed by the applicable provisions of the Ohio Revised Code.

19.04 Employees absent from work for unauthorized reasons not included in this or previous articles and/or without authorization or approval shall be considered on unauthorized leave. Unauthorized leave for a period of three (3) or more consecutive working days may be considered by the department head as an automatic resignation. Any dispute arising under this subsection shall be subject to the grievance procedure. Pursuant to ORC § 4117.10 (A), this section shall take precedence and supersede ORC §124.34, Section 256.13 of the

City of Avon Lake Codified Ordinances and Rule XIX of the Avon Lake Civil Service Commission. Disputes arising out of the application of this section shall be resolved under the grievance procedure.

19.05 In the event of the death of a member of the employee's or the employee's spouse's "immediate family," said latter term being defined as set forth in paragraph 18.03 (2) herein, said employee shall be allowed bereavement leave with pay up to five (5) days, to be charged as follows:

1. Three (3) days' bereavement leave in state and up to five (5) days bereavement leave out of state.
2. An employee may use an additional two (2) days of sick leave for bereavement related purposes.

In the event of the death of a sister-in-law, brother-in-law, aunt, uncle, nephew, or niece of the employee or the employee's spouse, said employee shall be allowed to use up to one (1) day of sick leave for the day of the funeral or memorial service.

19.06 In the event an employee covered by this Agreement is called to jury duty or is required to testify as a witness pursuant to subpoena or court order issued by any court of record of competent jurisdiction, the City shall pay to such employee such compensation as said employee was to receive as pay from the City based on his pay rate for the regularly scheduled work time lost in fulfilling the jury duty or witness call responsibility, if any, and excluding overtime. Such employee must provide adequate evidence to prove to the satisfaction of the City that he is entitled to such regular compensation. An employee shall not be required to report or return to work when there is less than four (4) hours of his/her shift available.

19.07 All employees granted an unpaid leave of absence shall be entitled to maintain health insurance benefits by paying to the City the total cost of the applicable monthly premiums for hospitalization, prescription drug coverage, dental and vision insurance.

ARTICLE 20 WAGES AND RATES OF PAY

20.01 Commencing July 1, 2023: 4% general wage increase:

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Finance Clerk I	\$28.93	\$30.53	\$32.05	\$33.85	\$35.59
Finance Clerk II	\$24.98	\$26.23	\$27.60	\$29.11	\$30.56
Finance Clerk Trainee	\$22.65	\$23.82	\$25.03	\$26.29	\$27.60
Administrative Assistants	\$23.23	\$24.28	\$25.38	\$26.52	\$27.76
Eng., Plann., Bldg. & Rec.					
Recreation Programmer	\$20.58	\$21.51	\$22.52	\$23.56	\$24.64

Recreation Program Manager	\$24.98	\$26.23	\$27.60	\$29.11	\$30.56
Secretary	\$22.78	\$23.80	\$24.91	\$26.03	\$27.29
Eng., Plann., Bldg., & Rec.					

20.02 Commencing with the pay period that includes July 1, 2024: 2% general wage increase.

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Finance Clerk I	\$29.51	\$31.14	\$32.69	\$34.53	\$36.30
Finance Clerk II	\$25.48	\$26.75	\$28.15	\$29.69	\$31.17
Finance Clerk Trainee	\$23.10	\$24.30	\$25.53	\$26.82	\$28.15
Administrative Assistants	\$23.69	\$24.77	\$25.89	\$27.05	\$28.32
Eng., Plann., Bldg., & Rec.					
Recreation Programmer	\$20.99	\$21.94	\$22.97	\$24.03	\$25.13
Recreation Program Manager	\$25.48	\$26.75	\$28.15	\$29.69	\$31.17
Secretary	\$23.24	\$24.28	\$25.41	\$26.55	\$27.84
Eng., Plann., Bldg., & Rec.					

Paydays for all employees covered by this Agreement shall be on the bi-weekly dates established by the Finance Department.

20.03 An employee may skip a step in the pay progression, if and only if all of the following occurs: (1) the employee has had a rating of outstanding, very good or good on the performance evaluation, (2) the Department Head recommends the skip in progression, and (3) the Human Resources Committee of the City Council votes its approval.

ARTICLE 21 **EDUCATION INCENTIVE**

- 21.01 Any full-time employee covered by this Agreement who has attained an Associate's Degree in an area directly related to the job the employee is performing shall be entitled to additional compensation pursuant to the following schedule: \$450.00 per year while in the employ of the City.
- 21.02 Any full-time employee covered by this Agreement who has attained a Bachelor's Degree in an area directly related to the job the employee is performing shall be entitled to additional compensation pursuant to the following schedule: \$500.00 per year while in the employ of the City.
- 21.03 Any full-time employee covered by this Agreement who has attained a Master's Degree in an area directly related to the job the employee is performing shall be entitled to additional compensation pursuant to the following schedule: \$750.00 per year while in the employ of the City.

- 21.04 Any full-time employee covered by this Agreement who has attained a Doctorate Degree in an area directly related to the job the employee is performing shall be entitled to additional compensation pursuant to the following schedule: \$1000.00 per year while in the employ of the City. Such compensation shall be paid on the first day of June each year.
- 21.05 Such compensation may not be cumulative with payment for the highest degree earned. The determination as to whether an employee is eligible for the Education Incentive shall be made by the Human Resources Director and Mayor. There shall be no educational incentive compensation paid for additional education when such education is a requirement of the job.
- 21.06 Such compensation shall not be paid until such time as the employee furnishes to his department head a certificate from an accredited educational institution evidencing that the employee has satisfactorily completed all requirements necessary to be granted a degree by said educational institution. Copies of said certificates shall be forwarded to the Finance Department and shall be filed with the employee's permanent records.
- 21.07 The City of Avon Lake will not provide the employee any reimbursement for expenses which such employee might incur in obtaining a degree, such as tuition, books, fees, travel expenses, etc., nor shall compensation be paid to said employee for time expended by said employee in attending such educational institution. The department head is not authorized to allow the employee time off from his regularly assigned job in order to attend such educational training and such training must be accomplished on the employee's own personal time.
- 21.08 Pursuant to the approval of the Mayor, bargaining unit employees shall be permitted time off with pay to attend seminars or work-related training classes.
- 21.09 Any full-time employee who is serving a probationary period shall not be entitled to such educational incentive benefit, whether or not the employee has a degree. An employee serving a promotional probationary period shall be entitled to payment under this article.
- 21.10 The Union shall be allowed collectively up to sixty (60) hours of paid leave per year, for attendance of Union members at USW International Union functions, subject to the approval of the Mayor and existing department policy on request for time off.

ARTICLE 22
CITY PICKUP OF EMPLOYEE CONTRIBUTION
TO OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM

- 22.01 a. The City's method of payment of salary and its provision of fringe benefits to those who are members of the Ohio Public Employees Retirement System (OPERS), are hereby modified as follows, in order to provide for a salary reduction pick-up of employee contribution to OPERS, in accordance with Internal Revenue Code Section 414 (h) (2) and the rulings thereunder.

b. The total annual salary and salary per pay period for each such employee shall be the salary otherwise payable under the City policies. Such total annual salary and salary per pay period of each employee shall be payable by the City in two parts: deferred salary and cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required, from time to time by OPERS, to be paid by an employee and shall be paid by the City to OPERS, on behalf of said employee as a pick-up and in lieu of the OPERS employee contributions otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pick-up for said employee and shall be payable, subject to the applicable payroll deductions, to said employee. The City shall compute and remit its employer contributions to OPERS based upon an employee's total annual salary or salary per pay period, including the aforesaid pick-up. The City's total combined expenditures for such employee's total salaries otherwise payable under the applicable City policies (including pick-up amounts) and its employer contributions to OPERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

c. The pick-up shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence or for any other similar purpose.

d. Any pick-up by the City of an employee's contribution to OPERS shall be mandatory for all members of OPERS. No such members shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the City to OPERS.

e. The City shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the City's understanding that federal and Ohio income tax laws and regulations presently require it to report an employee's gross income, his or her total annual salary less the amount of the pick-up, while applicable municipal income tax laws require it to report as an employee's gross income his or her total annual salary including the amount of the pick-up.

ARTICLE 23 OBLIGATION TO NEGOTIATE

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

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

covered in the Agreement, even though such subjects or matters may not have been within the knowledge or contemplations of either or both of the parties at the time they negotiated and signed this Agreement.

- 23.03 This article shall not operate to bar negotiations over any subject or matter which the City and the Union mutually agree to negotiate.
- 23.04 The City and the Union agree to begin negotiations for the terms and provisions of a subsequent Agreement following the term of this Agreement, no later than September 1, 2024.
- 23.05 The City shall have the agreement printed by a union printer in booklet form and shall distribute the same to employees in the bargaining unit without cost. The International Representative shall be provided an electronic format of the agreement and three (3) booklets.

ARTICLE 24 UNION RIGHT TO CONSULT

- 24.01 A non-employee representative of the Union may enter the premises of an operation of the City between the hours of eight o'clock (8:00) a. m. and five o'clock (5:00) p.m. Monday through Friday upon request and with approval of the Mayor or his designee. Purpose of visitation will be strictly for the purpose of administration of the contract and shall not interfere with the work of any employee on the operations of the City.
- 24.02 The Local Union President shall be admitted to all facilities of the City during normal working hours, upon giving reasonable advanced notice. Such visitation shall be for the purpose of participating in the investigation and adjustments of grievances, or for attendance of other meetings.
- 24.03 An employee has the right to the presence and advice of a Union Steward or other Officer at any disciplinary hearing.

ARTICLE 25 PERSONNEL RECORDS

- 25.01 An employee shall have a reasonable opportunity to review his individual personnel records as maintained by the Employer. Review of the file shall be in the presence of a supervisor or manager.
- 2.02 An employee shall be provided with a copy of any document generated by the Employer concerning job performance which is placed in his formal personnel file. This copy shall be given within twenty (20) days of the time it is placed in the personnel file, (either by hand with an acknowledgment by the employee) or by mail (return receipt must be used in this instance). The employee shall have the right to submit his statement or rebuttal

concerning any such document, and to have the statement or rebuttal included in the personnel file.

ARTICLE 26 **MILEAGE**

26.01 All regular full-time employees required to use their personal cars in the performance of their job duties for the Employer shall be reimbursed only for such actual mileage at the IRS rate.

ARTICLE 27 **DISCIPLINARY ACTION**

27.01 A non-probationary employee shall not be disciplined except for just cause.

27.02 Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective and progressive manner. Progressive discipline includes: (a) oral warning; (b) formal written reprimand which becomes a part of the employee's record; (c) suspension from duty without pay for up to a maximum of three (3) days; (d) suspension from duty without pay for up to a maximum of ten (10) days; (e) discharge. Additionally, the Employer may determine that a demotion in lieu of discharge is the appropriate level of discipline. Formal disciplinary action, suspension without pay, demotion, and discharge shall be commenced within thirty (30) days of a predisciplinary hearing with the Mayor.

27.03 In exercising discipline, the department will give due regard to each member's legal rights and will ensure that disciplinary actions are based on objective considerations.

27.04 The Employer shall notify the employee subject to any verbal reprimand, written reprimand, suspension, demotion, and/or discharge of the employee's right to have a union representative present before any disciplinary action is taken.

Whenever the Employer determines that an employee may be suspended, demoted, or discharged for disciplinary reasons, a predisciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation regarding the alleged misconduct.

A notice of the predisciplinary conference shall be provided to the employee at least forty-eight (48) hours in advance, and shall contain a general description of the alleged misconduct and the charges against him.

The employee shall have the right to have a Union representative present at the conference if he so desires. Additionally, the employee may elect in writing to waive the opportunity to have a predisciplinary conference. Failure to appear at the conference will be deemed a waiver of the employee's rights to a predisciplinary conference. The predisciplinary hearing will be scheduled during working hours by the City.

A predisciplinary conference report will be issued within ten (10) calendar days of the conclusion of the conference.

- 27.05 The City will follow progressive discipline standards when it is appropriate for employee misconduct. Oral warnings and written reprimands shall cease to have force and effect twelve (12) months following the date of discipline, provided that there has been no other intervening disciplinary action. Suspensions and demotions shall cease to have force and effect eighteen (18) months after the date of issuance provided that there has been no other intervening disciplinary action.
- 27.06 Pursuant to ORC §4117.10 (A), this article shall take precedence and supersede ORC § 124.34, Section 256.13 of the City of Avon Lake Codified Ordinances and Rule XIX of the Avon Lake Civil Service Commission.
- 27.07 An employee has the right to the presence and advice of a Union Steward or other Officer at any disciplinary hearing.
- 27.08 At the option of the City of Avon Lake, an employee may be placed on administrative leave with pay and benefits until such time as the pre-disciplinary hearing is conducted.

ARTICLE 28 **FAMILY AND MEDICAL LEAVE**

- 28.01 The City and the Union will comply with the Family Medical Leave Act – except as provided by or under law.

The leave year for FMLA purposes shall be a rolling twelve (12) month period measured forward from the first date the employee uses FMLA. Eligible employees can take up to 12 weeks of unpaid, job-protected leave in a 12-month period.

The employer may require, use of accrued paid leave in excess of forty (40) hours of vacation time and forty (40) hours of sick time while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

ARTICLE 29 **ALCOHOL AND DRUG FREE WORKPLACE**

- 29.01 Purpose: It is the purpose of this article to create an alcohol and drug free workplace which will enhance the health, safety, security, and performance of members of the bargaining unit.

- 29.02 Policy:

- a. The illegal use, sale, manufacture, distribution, dispensation or possession of drugs on City property is absolutely prohibited. Reporting to work or working under the influence of alcohol or illegal drugs is also prohibited. Violation of this policy will result in disciplinary action up to and including termination.
- b. For purposes of this article, a person shall be deemed "under the influence of alcohol" if a Blood- Alcohol test is administered with a result of 0.04 grams/210 L breath or higher or an equivalent result from a blood test. Such Blood-Alcohol tests shall be ordered by the Department Head or designee and shall be conducted at an approved medical facility. Urine screens shall also be ordered by the Department Head or designee at an approved medical facility. If an employee is transported to a hospital for an injury in which alcohol or drug use is suspected, a blood or urine test may be administered by a qualified doctor, nurse, or laboratory technician.
- c. Screening standards for drugs: the following are the threshold levels that shall be considered a positive result:

Drug	Initial Screening Level	Confirmation Level
Amphetamines	1000 ng/ml	300 ng/ml
Cocaine metabolite	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Opiates	2000 ng/ml*	2000 ng/ml

*25 ng/ml if immunoassay specific for free morphine

- d. An employee who has been tested for drug or alcohol use pursuant to this article, may at his or her expense, have a separate Blood-Alcohol test or urine drug screen, administered by a qualified doctor, nurse, or laboratory technician of the employee's choosing. This test may be admissible in any subsequent disciplinary hearings. If the test is negative, the employee shall be reimbursed for any actual out of pocket expense involved in testing.

29.03 Testing for Suspicion: Employees will be required to undergo a urine drug screening test and/or blood alcohol test when there is reasonable suspicion to conclude that they are under the influence of illegal drugs or alcohol during those times when an employee is on duty. Testing for reasonable suspicion will be conducted when an employee (a) reports to work or appears to be working under the influence of alcohol or illegal drugs, (b) when an employee admits to a supervisor being under the influence of alcohol or illegal drugs while on duty, and/or (c) following any workplace accident or other incident which suggests the employee is under the influence of alcohol or illegal drugs. The union president shall be notified of any employee to be tested for reasonable suspicion.

29.04 Testing:

- a. All drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The procedures

utilized by the Employer and testing laboratory shall include an evidentiary chain of custody, Medical Review Officer, and control and split sample collection and testing. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the Medical Review Officer shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order.

- b. All specimens identified to the Medical Review Officer as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the City's expense. The result of this test shall be determinative.
- c. In the event the confirmatory test confirms the result of the first, the Employer may proceed with disciplinary sanctions. However, an employee's first positive result will not result in termination but will require participation in a rehabilitation program. If the above drug testing produces a positive result, the employee may be suspended. If the employee is suspended, the employee will also be required to participate in a rehabilitation program. An employee who participates in a rehabilitation program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and vacation leave for the period of the rehabilitation program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the rehabilitation program.
- d. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of controlled substances, the employee will be returned to his former position. Such employee may be subject to up to six (6) follow-up tests during the first twelve (12) months following his return to work which shall be at the expense of the Employer. In addition, those employees who had a CDL may have additional restrictions based on ODOT rules.

Twenty-four (24) months after the employee has completed treatment, the employee's personnel file shall be purged of any reference to a drug or alcohol incident.

29.05 Employee Training and Education: The Employer shall educate employees and increase their awareness of the negative affects of alcohol and drug abuse on health and safety and

inform employees about the use of the City's Employee Assistance Program. Such training shall be mandatory.

- 29.06 **Searches:** The Employer reserves the right to conduct reasonable searches within any City owned facility when there is reason to suspect violation of the policy, with prior notification and approval of the Mayor, Chief; and review by Legal Counsel. At the start of a reasonable search, the City shall notify the Union President.
- 29.07 **Right to Privacy:** Information involving an employee's use of alcohol or illegal drugs shall be maintained in a confidential medical record. An employee's involvement in the Employee's Assistance Program shall be confidential except as to the following circumstances: (a) the employee consents in writing, (b) the law requires disclosure, and (c) it is believed that life or safety is threatened by failure to disclose.
- 29.08 **Driving Motor Vehicles:** An employee operating a motor vehicle on duty while under the influence of alcohol or illegal drugs shall be cause for disciplinary action, up to and including termination.
- 29.09 **Disciplinary Action:** Any and all disciplinary action resulting from this article shall be administered in accordance with the disciplinary procedures set forth in the current collection bargaining agreement. An employee shall have the option to appeal any disciplinary action resulting from this article through the appropriate grievance procedures in accordance with the current collective bargaining agreement.
- 29.10 **Notification:** Effective January 1, 2003, employees will notify the Human Resources Director of any drug or alcohol conviction. Said notification shall be made within a period of five (5) calendar days after said conviction(s).

ARTICLE 30 **ON DUTY INJURY LEAVE**

- 30.01 In the event of an on-the-job injury, and the employee elects to seek a worker's compensation award for lost work time, the City will continue to pay the employee sick pay upon written request, providing that the employee has adequate sick leave. Sick leave will be deducted for such time used until the employee receives his workers' compensation award. At that time, the employee shall reimburse the City for all wages and benefits paid on his behalf and to his credit through payment of sick pay, and his sick leave shall then be restored per the amount paid. The purpose of this procedure is to insure the employee continuous income until the worker's compensation award is received.

ARTICLE 31 **SENIORITY**

- 31.01 Seniority shall be defined as the length of continuous service with the City. Seniority shall be measured in calendar days of full time employment beginning with the employee's first day of employment.

31.02 The term “continuous service” as used in this Agreement shall be so construed that absence from employment due to approved leave of absence, or layoff by the City due to lack of work or funds shall not cause a break in the meaning of the term “continuous service” for the purpose of computing seniority. Absence due to compensable disability incurred during the course of employment shall not cause a break in seniority of an employee until it is determined that such employee is permanently disabled.

31.03 Seniority shall be broken when an employee:

- a. Quits or resigns.
- b. Is discharged for just cause.
- c. Is laid off for a period of more than thirty-six (36) months.
- d. Is absent without leave for three or more working days without notifying their supervisor or manager.
- e. Fails to reply to a recall.

31.04 In the event that the City determines that layoffs are necessary, prior to the implementation of the layoff, the City will meet with the Union for the purpose of discussing the decision to layoff employee(s). The Union shall receive a minimum of seven (7) calendar days advance written notice of a layoff.

31.05 If as a result of economic considerations, lack of work or job abolishment, the City decides to reduce its forces, employees covered by this Agreement shall be laid off by department with the least senior employee laid off first without regards to qualifications: All students, temporary and seasonal employees City-wide (excluding seasonal employees hired by the Recreation Department for swimming pool operations, the Green Box Program and Miller Road Park security). Full-time employees who have not completed their probationary period. Full-Time employees who have completed their probationary period.

31.06 In the event seniority to two (2) or more employees is equal, the employees shall be laid off according to the first letter of their last name as of their date of hire (A through Z).

31.07 A senior bargaining unit employee may voluntarily elect to be laid off in lieu of a junior employee. If an employee chooses this option, he/she shall be permitted to a one-time opportunity during the layoff period to exercise his/her right to return to work after thirty (30) days by giving the City a seven (7) day notice. An employee exercising this option shall not be denied unemployment compensation.

31.08 Employees shall be recalled in the reverse order of their layoff. An employee on layoff, upon receipt of notification, will be given ten (10) calendar days notice of recall from the date on which the City sends the recall notice to the employee, by certified mail, to the employee's last known address, as shown on City records. It is the employee's responsibility to notify the City of a change of address. The City will maintain a list of

those employees who are laid off for a period of three (3) years. During this period of three (3) years, new bargaining unit employees shall not be hired until all employees on layoff status desiring to work have been recalled.

31.09 The City shall provide an up to date seniority list to the Union. The list shall be kept up to date and give the employee's date of employment with the City. The list shall be posted for all City employees to see, and shall be updated on a quarterly basis.

ARTICLE 32 **JOB EVALUATION AND JOB CLASSIFICATION LANGUAGE**

32.01 The administration and operation of a job evaluation program, including job descriptions and job classification, are the functions and responsibilities of the City. The present job descriptions and job classifications in effect as of the date of this contract shall remain unchanged unless changes as provided herein.

32.02 In the event that the parties to this agreement believe that a substantial change has occurred regarding any job classification covered in the Collective Bargaining Agreement, they may request a meeting to discuss the change or changes for purposes of reclassifying the job including but not limited to a wage adjustment.

32.03 If a substantial change has occurred regarding any job classification covered in the Collective Bargaining Agreement or a new job is established which has not been previously classified, the wage rate for such job shall be determined by the City. Before putting such rate into effect, the City shall meet with the Union to negotiate the rate for the classification. In the event the parties are unable to agree upon a rate for classification, the City may put the rate into effect without any further delay. Thereafter, the Union can file a grievance on the single issue of whether the rate established by the City is reasonable or unreasonable, and if the grievance is submitted to arbitration, the arbitrator shall have the authority to set a new rate if he determines that the rate set by the City is unreasonable.

ARTICLE 33 **COMPENSATORY TIME**

33.01 Employees shall be entitled to accumulate up to one hundred twenty (120) hours of compensatory time during the calendar year in lieu of overtime pay. Request for use of compensatory time shall be made by the employee to the department head who shall have sole discretion in compensatory time usage. Public Works Department Union members shall be paid for the same in cash, at the regular rate of compensation for each such employee at the time of payment for any unused time as of December 1. Payment shall be issued on or before the last full payment of the calendar year and shall be pensionable.

The City will pay to an employee a minimum of four (4) hours or the actual time worked for mandatory attendance at a special meeting. A special meeting is a meeting outside the

employee's normal scheduled work day, which is not a regularly scheduled meeting that is normally part of the employee's job duties to attend.

ARTICLE 34 **JOB BIDDING**

- 34.01 For the purpose of these provisions a "vacancy" is defined as when the City determines to fill a particular job in any job classifications within the bargaining unit. Whenever a vacancy occurs within the bargaining unit, the City shall post notice of such vacancy for a period of five (5) consecutive working days, provide the Union with a copy of the notice, and post a notice in each department. Posting shall contain the requirements of the job, scheduled hours, and the rate of pay. During the posting period, bargaining unit employees may apply for the vacant position by submitting a written application on a form provided by the City to the person designated in the job posting. The job shall be awarded within ten (10) work days after the closing of the bid, unless the City gives notice in writing to the Union that some longer period is required.
- 34.02 The City will review all applications filed in a timely manner. The vacant position shall be awarded to the applicant deemed qualified by the City. Seniority shall apply where the qualifications of two or more employees are deemed equal.
- 34.03 The selected employee shall have a training period of ninety (90) calendar days to qualify for the position. An employee shall have fifteen (15) calendar days to request a return to the employee's former position. An employee who fails to qualify during the training period or who voluntarily requests to return to the employee's former position shall be returned to the position and at the same rate of pay.
- 34.04 If no member of the bargaining unit applies or if the City determines that none of the bargaining unit members are qualified, the City may fill the position by hiring a qualified new employee from outside the bargaining unit.
- 34.05 Pursuant to ORC§ 4117.10 (A), the provisions of this article shall supersede and take precedence to conflicting rules of the Civil Service Commission.
- 34.06 An employee awarded a promotional job bid shall be placed in a pay progression step of the new classification based on their qualifications at the time of being awarded the position. However, in no case will an employee be placed in a pay progression step that does not insure an amount equal to the employee's current rate of pay:
 - a. An employee awarded a lateral job bid shall retain his current rate of pay.
 - b. An employee awarded a downward bid shall be placed in the same progression step of the new job that he/she held on their previous job.

ARTICLE 35 **APPLICATION**

35.01 The City agrees that the provisions of this Agreement will be administered on a fair and nondiscriminatory basis. Work rules and other regulations will not be inconsistent with the express written provisions of this Agreement. In the event of a violation of this article, the matter shall be subject to the Grievance Procedure.

ARTICLE 36 **SEVERABILITY**

36.01 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 provision shall be of no further force and effect. However, such legislation or decision 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 37 **BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

37.01 The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code or as adopted by the City of Avon Lake, nor any local City ordinances pertaining to wages, hours, terms and conditions of employment, shall apply to bargaining unit employees, where such matter has been addressed within this agreement.

37.02 Notwithstanding Section 1 above, the parties agree the that conduct and grading of civil service examinations (as related to the City of Avon Lake Civil Service Commission), the establishment of eligible lists from examinations, the original appointments from the eligible lists, and promotional examinations and appointments shall continue to be governed by City Charter, local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City of Avon Lake, as may be applicable.

37.03 Notwithstanding the above, Sections 124.57 and 124.388 ORC shall continue to apply to bargaining unit employees.

ARTICLE 38 **DURATION**

38.01 This Agreement shall become effective upon execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2024.

IN WITNESS WHEREOF, each party hereto sets its hand by and through its duly authorize representative two duplicate copies hereof, each of which shall be deemed an original copy, this

29 day of June,

City Of Avon Lake

Gregory J. Zilka
Mayor

Mary Siwierka
Human Resource Director

Gary Ebert, Law Director

United Steel, Paper and Forestry,
Rubber, Manufacturing, Energy, Allied-
Industrial and Service Workers
International Union, AFL-CIO and CLC,
Local 836-1

Thomas M. Conway
International President

John E. Shinn
International Secretary-Treasurer

David R. McCall
Vice-President (Administration)

Kevin Mapp
Vice-President (Human Affairs)

Donald E. Blatt
Director District 1

Dawn Phelps
Chairperson

Mindy McKillip
Committeeperson

Jason Daniels
USW Staff Representative

APPENDIX A
PAYMENT FOR UNUSED SICK LEAVE UPON RETIREMENT AMENDED
SECTION 260.24 OF THE CODIFIED ORDINANCES OF AVON LAKE

- a. In lieu of the maximum severance pay allowed in Section 260.03, full-time non-bargaining unit employees with either a total of twenty-six (26) years of OPERS accepted credit time, or who are eligible for OPERS pension on the date of the proposed retirement, may request to convert their current awarded sick leave hours to paid wages.
- b. Sick leave shall be limited to a maximum annual accumulation of one hundred twenty (120) hours of sick leave per year.
- c. Any sick leave utilized during this program will be deducted from the employee's past bank of accumulated hours, if available on a first-in-first-out (FIFO) basis.
- d. The payment for these accumulated hours shall be made on the last pay of December except that the final payment shall be made at the time of retirement.
- e. The hourly rate used to calculate the amount of the payment shall be one hundred percent (100%) of the employee's prevailing rate of pay at the time of the payment, with 24% deducted for employee and employer share of pension contributions. All sick hours converted to payment shall be deducted from the maximum allowed in Section 260.03.
- f. By submitting the request to participate in this sick leave buyout plan, the employee acknowledges that his/her final sick leave balance, upon retirement for severance calculation Section 260.03, will be reduced by the amount paid (maximum of one hundred twenty (120) hours annually). At no point shall the payment received exceed the maximum number of sick days allowed to be paid out upon retirement per Section 260.03 in order to ensure no additional costs to the City.

If the employee fails to execute retirement or withdraws from the program, she/he:

1. Must repay any amounts received under the program in order to re-enroll; or
2. Will only be eligible for future severance payments to the maximum allowed, less any time previously paid under this plan.

- g. The employee must submit a request in writing to the Department Head, with a copy to the Finance Director, asking for enrollment in this plan. A copy of the most recent OPERS service credit statement must be attached to the request.
 1. Within 90 days, the Finance Director will notify the employee of their correct sick leave balance, and the number of hours to be paid at the last pay of December.
 2. The employee then has 30 days with which to dispute any balance in question.
- h. The arrangement is not a guarantee of employment, and the City reserves the right to terminate this plan at the end of any given calendar year.

APPENDIX B
MEMORANDUM OF UNDERSTANDING

SUMMER SCHEDULE

This Agreement is hereby entered into by and between the City of Avon Lake, Ohio and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, ALF-CIO, CLC and its Local 836 and Local 836-1.

For the duration of the Collective Bargaining Agreements, the City of Avon Lake will offer all full-time employees who work in the Finance Department, Building Department, Recreation Department, and the Public Works Department an opportunity to work a "summer schedule". The summer hours for these departments shall consist of four (4) eight and one-half hour days on Monday through Thursday and one (1) six hour day on Friday.

This seasonal schedule shall commence on the Tuesday following Memorial Day and will conclude on the Friday preceding Labor Day. The Memorial Day holiday in each of these years will be paid at 8 hours and the remaining of each of those weeks shall schedule employees to work the balance of the 32 hours as follows: 8.5 hours on Tuesday, 8.5 on Wednesday, 8.5 on Thursday and 6.5 hours on Friday.

July 4, 2024 Holiday is observed on Thursday, July 4, work schedule shall be Monday 8.5 hours, Tuesday and Wednesday 8.5 hours, and Friday 6.5 hours.

Any employee scheduled or called in to work on these observed holidays will be entitled to double time pay.