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COLLECTIVE BARGAINING AGREEMENT

THE CITY OF CLAYTON

and

TEAMSTERS LOCAL UNION NO. 957,
GENERAL TRUCK DRIVERS,
WAREHOUSEMEN, HELPERS, SALES AND
SERVICE, AND CASINO EMPLOYEES

EFFECTIVE: January 1, 2024 through December 31, 2026

This AGREEMENT was entered into by and between the City of Clayton, Ohio, hereinafter referred to as the “City” or “Employer” and General Truck Drivers, Warehousemen, Helpers, Sales and Service, and Casino Employees, Teamsters Local Union No. 957, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union.” All references to the Union herein shall refer to Local 957 and/or the elected officers and business representatives of Local 957.

ARTICLE 1
PURPOSE/COOPERATION

Section 1. The purpose of this Agreement is to establish the wages, hours, fringe benefits, terms and conditions of employment, and agreed-to-working conditions for all employees represented by the Union and to provide for the peaceful adjustment of differences which may arise.

ARTICLE 2
RECOGNITION

Section 1. Certified Unit. As the result of the procedure established for recognizing employee organizations, and the certification issued by the State Employment Relations Board (SERB) in Case No. 2023-REP-02-0010, the City recognizes the Union as the certified employee organization and the exclusive bargaining representative of certain employees in the City’s Public Works Department as follows:

- Included:** All employees in the Service Department in the job classifications of Maintenance Worker I and Maintenance Worker II.

- Excluded:** All other employees, including all confidential employees, management employees, supervisors, students, seasonal and casual employees and other employees excluded by R.C. 4117.

Section 2. New or Reclassified Positions. Should the City create a new position or reclassify a position presently in the bargaining unit, the City shall meet with the Union to discuss the inclusion of the new position in the bargaining unit. Should the City and the Union disagree as to whether or not the new position belongs in the bargaining unit, the City and the Union will jointly submit the question to the SERB. Should the City and the Union agree to the inclusion of the position in the bargaining unit, the City and the Union will file a Joint Petition for Amendment of Certification with SERB. Should the parties fail to agree on the appropriate wage rate, the matter shall be subject to arbitration.

Employer and Union agree nothing in this Section 2 negates the City's right to determine what positions are to be created or reclassified.

ARTICLE 3
UNION MEMBERSHIP AND CHECK-OFF

Section 1. Union Membership. All employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All employees hired after the effective date of this Agreement may become and remain members in good standing. No employees are required to join the Union as a condition of employment. Those bargaining unit employees who are or decide to become members of the Union shall be obligated to pay dues to the Union the first month after the bargaining unit employee completes sixty (60) calendar days of employment with the Employer.

Section 2. New Hires. The City will notify the Union in writing of all new hires into the bargaining unit by routinely providing the Union Business Representative with the new employee's name, mailing address and telephone number.

Section 3. Dues Check-off. An employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the City an original authorization in the form to be prescribed by the Union authorizing deduction of membership dues, fees and assessments to be paid to the Union. Such authorization shall continue in effect from year to year until the employee submits written revocation of the authorization to the City and the Union. Pursuant to each authorization, the City shall deduct such dues, fees and assessments from the wages of said employee each of the two normal pay periods each month in equal installments. The amounts deducted will be paid to the Union within 7 days of the end of each pay period. The Union shall provide the City with written notice of the amount of the withholdings and any changes in the withholdings with the effective date. The City may rely exclusively on such written notice.

Section 4. Union to Indemnify Board. The Union shall defend, indemnify, and hold harmless the City, its Council members and any and all other officers and employees of the City against any and all claims arising from or in any way related to the deduction of dues, fees and assessments under this Article.

Section 5. Optional DRIVE Deductions. The City agrees to deduct from the paycheck of all bargaining unit employees covered by this Agreement, voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE) Political Action Committee. Each bargaining unit employee volunteering for DRIVE will complete a deduction form with the dollar amount to be deducted from each paycheck, which will be furnished to the City. The City shall transmit to DRIVE National headquarters on a monthly basis, in one check, the total amount deducted, the name and social security number of the bargaining unit employee and the amount deducted from the bargaining unit employee's paycheck.

ARTICLE 4
UNION REPRESENTATION

Section 1. Consultation. An Officer and/or Business Representative of the Union may consult with employees in designated areas before the start of and at the completion of the day's work. In addition, an Officer and/or Business Representative shall be permitted access to a meeting room in the Public Service Department with prior permission of the Employer (which shall not be unreasonably denied) at reasonable times and for the purpose of discussing Union business, including but not limited to, adjusting grievances and assisting in the settlement of disputes, subject to the understanding and agreement that work assignments are not interfered with.

Section 2. Stewards. The Employer shall recognize up to two (2) employees selected by the Union according to its Bylaws to act as Stewards and/or Alternate Stewards. The Alternate Steward shall take the place of the Steward in the absence of the Steward. Stewards and Alternate Stewards are not considered to be the Union and shall not have the authority of the Union and/or Officers/Business Representatives.

The duties of the Stewards shall include, and be limited to:

- (1) investigation and processing of grievances;
- (2) attending grievance meetings;
- (3) attending other meetings as authorized by this Agreement; and
- (4) representation of a bargaining unit member at a disciplinary conference.

Section 3. Steward Activities. The Steward or Alternate Steward shall be permitted reasonable leave, with pay, not to exceed the last one-half (½) hour of the work day, to investigate and process grievances. Requests for additional time during the day shall not be unreasonably denied. However, the Steward or Alternate Steward shall not leave his or her assigned work area to conduct Union business until he or she has received such approval from the Public Service Director or designee. This approval shall not be unreasonably denied. A designated area shall be available for the Steward or Alternate Steward to use which shall insure privacy.

The Steward or Alternate Steward shall be permitted to attend grievance meetings, or other meetings which have been authorized by the Employer or pursuant to the terms of this Agreement to be held during duty hours, without loss of regular pay or benefits.

In the event that the Employer requires that a grievance meeting be held during the last one-half hour of the work day, it shall be the Employer's responsibility to modify work schedules such that the grievant and Steward permitted to attend under Article 8 of this Agreement are able to do so.

Section 4. Bulletin Boards. The Employer shall provide one (1) 3 x 5 bulletin board in the Public Service Department meeting room for use by the Union to enable members of the

bargaining unit to see notices posted thereon when reporting to or leaving their work stations. All notices shall be posted by a Steward/Alternate Steward or Officer/Business Representative of the Union and shall be related to Union business. Union notices relating to the following matters may be posted without the necessity of receiving Employer's prior approval:

- (a) Union recreational and social affairs;
- (b) Notice of Union meetings and conferences; and
- (c) Materials related to Union and International Union elections.

Section 5. Attendance at Negotiations. A bargaining committee not to exceed two (2) bargaining unit employees shall be able to attend and participate in the negotiations of this Agreement and any successor of this Agreement without loss of pay or benefits, and without the necessity of taking or using leave time.

ARTICLE 5 **DISCIPLINE**

Section 1. Disciplinary Procedure. The Employer shall not discharge, suspend, or otherwise discipline any non-probationary employee except for just cause.

Section 2. Progressive Discipline. Discipline shall be applied in a corrective, progressive and uniform manner consistent with the progression set forth below. Progressive discipline shall consider the nature of the violation, the employee's prior history of discipline and the employee's record of performance and conduct. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants suspension or removal, a pre-disciplinary conference between the Employer and the employee and the Union representative, or designee, shall be arranged. This conference shall be scheduled between the Employer, employee and the Union representative not earlier than twenty-four (24) hours after the time the employee is notified of the discipline and the pre-disciplinary conference. The employee may have a Union steward or an employee representative present at the pre-disciplinary conference. The employee shall be responsible to notify the Union Steward. The Employer may have additional personnel present at the pre-disciplinary conference.

Depending upon the severity of the offense, the steps of corrective discipline shall include the following:

- (1) Verbal warning, confirmed in writing;
- (2) Written warning;
- (3) Suspension;
- (4) Discharge.

Section 3. Notice of Discipline. A non-probationary employee who receives disciplinary action after the pre-disciplinary conference referenced above shall be given written notice regarding the reasons for the disciplinary action. A non-probationary employee who receives disciplinary action

not warranting suspension or removal will receive a document regarding the reasons for the disciplinary action.

Section 4. Third Party Complaints. Complaints from third parties may result in disciplinary action. The employee will be notified of the complaint upon commencement of an investigation relative to possible disciplinary action.

Section 5. Personnel File. Employees may review their personnel file at reasonable times upon written request. Employees may request, through the Public Service Director, that the individual responsible for their personnel file remove inaccurate materials from their file. If the individual declines the request, the employee shall have the right to have a memorandum attached to the document in question, stating the employee's concerns.

Section 6. Removal of Discipline. All actions of record will be maintained in each employee's personnel file throughout their period of employment, with the exception that any of the following records will be removed from the file upon the request of the employee, according to the following schedule:

- a. **Verbal Reprimand.** A verbal reprimand shall be expunged from any file maintained by the Employer after twelve (12) months, at the employee's request, provided that no further discipline of the same or similar nature is imposed within twelve (12) months of the verbal reprimand.

Records of verbal reprimands shall not be considered in future disciplinary matters twelve (12) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

- b. **Written Reprimand.** A written reprimand shall be expunged from any file maintained by the Employer after twelve (12) months, at the employee's request, provided that no further discipline of the same or similar nature is imposed within twelve (12) months of the written reprimand.

Records of written reprimands shall not be considered in future disciplinary matters twelve (12) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

- c. **Suspension.** A suspension shall be expunged from any file maintained by the Employer, at the employee's request, after twenty-four (24) months of the suspension or reduction provided that no further discipline of the same or similar nature is imposed within twenty-four (24) months of the suspension/reduction.

Records of suspensions shall not be considered in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

Section 7. Commencement of Discipline. The commencement of the taking of disciplinary action¹ or notification that asserted charges/complaints are unfounded shall occur within (a) fourteen (14) calendar days after the completion of an investigation of the matter or (b) within thirty (30) days after the incident at issue first comes to the attention of the Public Service Director whichever is the earlier. If the Public Service Director determines that additional investigation into a potential disciplinary matter is warranted the Public Service Director may extend the above referenced time periods by an additional thirty (30) days upon notice to the employee and the Union representative. The parties may agree to mutually extend the period for an additional thirty (30) days upon notice to the employee.

Section 8. Grievance Rights. An employee has the right to grieve any discipline to the grievance procedure within the time period provided under Article 8.

ARTICLE 6 **SENIORITY**

Section 1. The term “seniority” is defined as an employee’s continuous service within the Service Department as a full-time employee to be computed from the employee’s last date of hire. Employees whose date of hire is the same date will have their seniority determined by the last four digits of their social security number with the employee with the highest number being granted the highest seniority date. Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an employee to receive benefits provided to employees on the active payroll and working regular shift assignments.

Section 2. An employee’s seniority shall be broken and the employee’s employment terminated upon any of the following:

- A. Resignation or “Quit;”
- B. Discharge for just cause not overturned through the grievance/arbitration procedure;
- C. Retirement (Years of service and/or retirement disability);
- D. Layoff in excess of twenty-four (24) months or the amount of accrued seniority, whichever is less;
- E. Absence from work (resulting from City work-related injury or illness compensated by workers compensation) in excess of twenty-four (24) months;
- F. Absence from work (resulting from non-City work related injury or illness or FMLA approved reason) in excess of retained sick leave or twelve (12) months whichever is

¹ “The commencement of the taking of disciplinary action” can include: (i) a notice of referral to the City Manager for suspension or discharge, (ii) the notice of discipline being immediately imposed; (iii) the notice of the scheduling of a pre-disciplinary conference; or (iv) the notice of discipline to be imposed at a reasonable date in the future. Once the discipline is determined it shall be imposed within thirty (30) days unless otherwise extended by mutual agreement of the Public Service Director and the employee being disciplined.

longer, except that after that period the employee shall be retained on a preferential rehire list for their existing job and wage rate for new job openings for a period up to an additional 6 months. If hired during that period, the employee shall return with the employee's existing seniority.

Section 3. Employees shall continue to be eligible for health insurance coverage as follows:

- A. After resignation or quit – as determined by COBRA;
- B. During layoff for a period of ninety (90) days after which as determined by COBRA;
- C. During military leave, in excess of 31 days – as determined by COBRA and USERRA;
- D. During absence from work (resulting from City work-related injury or illness compensated by workers compensation) for a maximum of twenty-four (24) months.
- E. Absence from work resulting from non-City work related injury or illness or FMLA approved reason for a maximum of retained sick leave or twelve (12) months, whichever is longer.

Section 4. Probationary Period. New employees shall serve an initial probationary period not to exceed one (1) year from date of hire subject to the Employer's then existing probationary requirements which shall include evaluations at Employer designated intervals. This one (1) year probationary period may be extended by the Public Service Director and City Manager for a period not to exceed ninety (90) days. Written notification of the extended probationary period and the reasons therefore will be provided to the employee. During this probationary period, including any extended probationary period, an employee may be disciplined or terminated at any time with or without "just cause" and shall have no right to file a grievance over being disciplined or terminated under Article 8. However, during the initial probationary period and any extensions thereof, an employee shall be entitled to file and have processed grievances which concern matters not related to discipline or job performance evaluations.

Employees promoted from Maintenance Worker I to Maintenance Worker II shall serve a probationary period not to exceed one (1) year from date of promotion subject to the Employer's then existing probationary requirements which shall include evaluations at Employer designated intervals. This probationary period may be shortened with the approval of the Public Service Director and the City Manager.

Section 5. Seniority List. The Employer shall annually post a list showing the names of all employees in the bargaining unit by classification, together with their last date of hire. Upon the expiration of thirty (30) days from the posting of each new or revised seniority list, it shall be conclusively presumed to be correct and may be revised to correct errors discovered following the expiration of such period only by agreement between the Employer and the Union.

ARTICLE 7
LAYOFF AND RECALL

Section 1. Layoff. Whenever it is determined by Employer that layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The decision to layoff shall be at the sole discretion of the Employer pursuant to the procedure below.

Section 2. Minimum Qualifications. If a layoff is implemented, the Employer shall select the job classifications to be affected and shall lay off the lowest seniority employee provided those employees retained have minimum qualifications to perform the task(s) required.

If such employees do not have the minimum qualifications to perform the required tasks, they may be laid off and less senior employees retained. Recall from layoff shall be in reverse order of layoff provided those recalled have the minimum qualifications to perform the task(s) required.

Section 3. Order of Layoff. Employees shall be laid off within each classification in accordance with their qualifications to perform the work available and seniority, beginning with:

- (1) Seasonal and casual employees;
- (2) Probationary employees; and
- (3) Full-time employees.

Section 4. Recall. Upon receipt of a recall notice from the Employer, each recalled employee shall be allowed fourteen (14) calendar days from the date of receipt of the mailing to return to work. It shall be the employee's responsibility to maintain on record with the Employer a correct mailing address at all times. If the employee notifies the Employer within the fourteen (14) day period, the employee shall be allowed a reasonable time extension of up to two (2) weeks due to extenuating circumstances such as illness, temporarily out of state, or need to give the employee's current employer proper reasonable notice. Employees shall have recall rights for three (3) years or their length of service, whichever is less.

Section 5. Bumping Rights. In the event a Public Service Department employee is identified for lay off status from his or her job classification, he or she shall have the right to bump the less senior Public Service Department employee in a lower job classification provided he or she has the present job skills and abilities to perform all aspects of the job. For purposes of this Article, the term "present job skills and abilities" identifies the individual who can perform the essential duties as defined in the job description after a brief familiarization period of four (4) hours or less.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is any dispute which a bargaining unit employee, a group of bargaining unit employees or the Union has concerning the interpretation, application, or alleged violation of the provisions of this Agreement. A good faith effort will be made to resolve

grievance(s) informally before resorting to the filing of a formal grievance per the Steps enumerated below.

Section 2. Time Limit for Filing. All grievances must be submitted at Step 1 within ten (10) calendar days after the occurrence of the act or events giving rise to the alleged grievance, or within ten (10) calendar days of the date the employee(s) should have known of the events giving rise to the alleged grievance.

Section 3. Procedures. All grievances are to be processed in accordance with the grievance procedure set forth below.

Step 1. Any employee, with or without a Steward, shall discuss the complaint with his immediate supervisor. It shall be discussed verbally and if settled, no further action shall be taken.

Step 2. If the employee's complaint is not settled in Step 1 and the employee wishes to appeal the complaint to Step 2, a grievance must be presented to the Public Service Director in writing ten (10) calendar days following the Step 1 meeting with the immediate supervisor. All written grievances should contain the following information and must be filed using the grievance form provided by the Union:

- A) Grievied employee's name;
- B) Date complaint was first discussed;
- C) Date the alleged violation occurred;
- D) Date written grievance was submitted to the Employer;
- E) A brief description of the incident giving rise to the grievance;
- F) Sections of the Agreement allegedly violated, as known to the grievant;
- G) Desired remedy to resolve the grievance.

The Public Services Director shall reply to the grievant and Steward within ten (10) calendar days after the grievance is submitted to him in writing. If an employee does not agree with the reply or does not receive a reply to his written grievance within ten (10) calendar days, the grievance may be taken to Step 3 of the Grievance Procedure.

Step 3. If the grievance is not resolved in Step 2 and the Union appeals the grievance to Step 3, the Union must provide a written notice of such appeal to the City Manager within ten (10) calendar days of the receipt of the Step 2 reply or the date it should have been received. The City Manager will conduct a meeting on the grievance with the Union Officer and/or Business Representative and the employee(s) who filed the grievance on a date and time agreed to by the Employer, the employee(s) who filed the grievance and the Union Business Representative. The City Manager shall provide a written reply within ten (10) calendar days after the Step 3 meeting.

Any and all grievances resolved in any Step of the Grievance Procedure as contained in this Agreement shall be final and binding on the Employer, the Union and all bargaining unit employees involved in the particular resolved grievance(s).

Step 4. (a) If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration. The Union must provide written notice to the City Manager for arbitration within twenty-one (21) calendar days of receipt of the City Manager's Step 3 answer. The party requesting arbitration shall immediately request the Federal Mediation Conciliation Service to submit a sub-regional panel of seven (7) arbitrators, all members of the National Academy of Arbitrators. The party invoking arbitration shall strike the first name, the other party shall then strike one name, the process shall be repeated and the remaining person shall be the arbitrator. Both parties may reject one (1) entire panel. The party rejecting the panel shall be responsible for any costs involved in obtaining a substitute panel. The arbitrator shall be notified of his selection requesting that he provide dates, subject to the availability of the Employer and Union representatives.

b) The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement and any decision of the arbitrator shall not be contrary to statutory law. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his decision within sixty (60) calendar days following close of the hearing unless the parties agree to a written extension thereof. The arbitration decision shall be final and binding on the Employer, the Union and the affected employee(s).

c) The fee and expenses of the arbitrator shall be divided equally between the Employer and the Union provided, however, that each party shall be responsible for compensating its own representatives and non-employee witnesses.

Section 4. Union Representation. Throughout the grievance process, the employee may have a Union Steward/Alternate Steward present.

Section 5. Group Grievances. Where a group of employees' desire to file a grievance or complaint involving a situation affecting each employee in the same manner, one employee selected by the group will process the grievance.

Section 6. Time Limits. The parties may by mutual agreement in writing waive or extend any steps or any of the time limits of this Article. Grievances shall be processed from one Step to the next Step within the time limit prescribed in each of the Steps and any agreed extensions. Any grievances upon which a disposition is not made by the Employer within the time limit prescribed or any agreed extension will automatically be referred to the next Step in the Grievance Procedure. Any grievance not processed to the next Step by the Union within the prescribed time limits or any agreed extensions shall be forfeited and closed. Time limits shall run as follows: When a disposition is rendered, from the date the disposition is rendered. If no disposition is rendered, from the date when the disposition should have been rendered per the time limits of this Article or any extension thereof.

Section 7. Consolidation of Grievances. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of the Employer and the Union in writing.

ARTICLE 9 **HOURS OF WORK**

Section 1. Normal Work Week/Day. The normal work week for all full-time employees covered by this Agreement shall be forty (40) hours per week (Monday through Friday) and a normal work day shall be eight (8) consecutive hours per day (7:00 A.M. to 3:00 P.M.). The work week for payroll purposes and for purposes of computing overtime, shall be Monday 12:01 A.M. through Sunday 12:00 midnight.

The Employer may make permanent changes in the normal starting times set forth in this Article but any such changes shall be limited to no more than either one hour before or one hour after the normal starting times. A seven (7) calendar day posted notice in the garage shall be provided prior to implementing a permanent change in the normal starting times set forth in this Article. When the Employer determines temporary adjustments to normal starting times are necessary in the event of an emergency, including but not limited to snow and ice events, verbal notice of same shall be provided as soon as practicable. Normal starting times shall not be changed to avoid the payment of overtime. However, it is agreed and understood that temporary adjustments to normal starting times in the event of an emergency, including but not limited to snow and ice events, shall not constitute changing normal start times to avoid paying overtime.

Section 2. Four Day Work Week Schedule. At the discretion of the Employer, for each year of this Agreement the Employer may, but is not required to implement a Four Day Work Week Schedule consisting of a four (4) day, forty (40) hour work week (ten (10)) consecutive hours paid per day for four (4) days of the calendar week, Monday through Thursday.) If the Employer decides to implement said Four Day work Week Schedule, Employer shall provide a written seven (7) day notice posted in the garage of the commencement of the Four Day Work Week Schedule. If implemented, the starting date will not be earlier than April 15 and the Employer will determine the ending date of the Four Day Work Week Schedule which ending date will not be later than the last Friday in September. Work hours shall be from 6:00 A. M. to 4:00 P.M. Monday through Thursday for each week. The four day work week schedule may begin before April 15 and extend beyond the last Friday in September by agreement of the Employer and the Union. If the Employer implements a Four Day Work Week Schedule, employees shall be paid ten (10) hours holiday pay for holidays that occur during this period. Straight time compensation shall be paid from 6:00 A.M. to 4:00 P.M., Monday through Thursday. Any time worked beyond forty (40) hours for any one work week shall be paid time and one-half.

Section 3. Break Periods. Employees shall have a thirty (30) minute paid lunch break period during the middle of their shift. The exact starting time of the paid lunch break shall be determined by the immediate supervisor based on the work being performed by the employees. Employees shall be able to leave their assigned job locations for the paid lunch break.

Section 4. Clean-Up Period. Employees shall be permitted a ten (10) minute personal clean-up period at the end of their shift. Additionally, a reasonable period of time, no more than ten (10) minutes, shall be permitted prior to the paid lunch break.

ARTICLE 10 **OVERTIME**

Section 1. Overtime Defined. Overtime is time worked by an employee in excess of forty (40) hours within a five (5) day work week or within a four (4) day work week. All authorized paid time off shall be considered as time worked for the purposes of calculating overtime.

Section 2. Overtime Pay. All overtime worked in excess of forty (40) hours within a five (5) day work week or within a four (4) day work week shall be compensated at one and one-half (1 ½) the employee's regular rate of pay. All work performed on Saturday shall be compensated at time and one-half (1½) the employee's regular rate of pay, unless the employee is off work due to an unpaid disciplinary action during the same work week. For example, if an employee served a one day unpaid suspension on Tuesday and worked the following Saturday, the employee would be paid for the work performed on Saturday at the employee's regular rate of pay.

Section 3. No Pyramiding of Overtime. Overtime compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Section 4. Call-In Overtime Employees called in to work at a time not contiguous to their normal hours of work shall be paid overtime pay for the actual hours worked or a minimum of two (2) hours, whichever is greater.

Section 5. Equal Distribution of Overtime. Overtime shall be distributed equitably to all qualified bargaining unit employees on a rotation basis by seniority. The Employer shall maintain records to ensure that each employee is offered overtime work equally with other employees. If no employee voluntarily accepts the overtime, the Employer shall force the least senior employee to perform the needed overtime on a rotational basis. The rotating seniority list shall not apply to holdover overtime.

Section 6. Compensatory Time. Compensatory time shall be earned on the basis of one and one-half (1 ½) hours for each hour of overtime worked in lieu of overtime payment. An employee shall have the option to be paid for all overtime hours worked or have some or all overtime hours worked credited as compensatory time. Compensatory time will accrue from December 1 through November 30. Compensatory time shall be capped at two hundred forty (240) hours (maximum accumulation) during the accrual period. With prior approval of the Public Service Director or designee, an employee may elect to take compensatory time off at any time but must be requested in advance consistent with the amount of compensatory time off being requested. For example, if the employee is requesting eight (8) hours of compensatory time off, the employee must request the compensatory time off eight (8) hours prior to beginning of the compensatory time off.

Up to eighty (80) hours of accumulated, unused compensatory time may be carried over by an employee to the following year, which shall be counted toward the maximum accumulation, or paid out at the end of the year at the employee's current rate of pay, with any other remaining unused compensatory time, in the first pay period in December. The employee must notify the

Employer by the end of the last pay period of November if the employee wants any of the hours of accumulated unused compensatory time paid out.

Since compensatory time hours are credited at the overtime rate, all compensatory time hours to the employee's credit shall be paid at the employee's current rate of pay at the time of separation.

ARTICLE 11 **HEALTH AND LIFE INSURANCE**

Section 1. Employer will continue to provide health insurance coverage under Employer's group medical insurance policy provided to all non-unionized City employees. Payment of the health insurance premium shall be as follows:

1. For employees hired before January 1, 2011, the city shall pay 90% of the medical insurance premium, and employees shall pay 10%.
2. For employees hired on or after January 1, 2011, the City shall pay 80% of the medical insurance premium, and employees shall pay 20%.

In the event Employer offers other insurance benefits or coverage to non-union employees (for example, life insurance, accidental death & dismemberment insurance), Employer will make such benefits and coverage options available to employees covered herein on the same terms and conditions as are offered to non-union employees.

Section 2. In the event Employer continues to offer a High Deductible Health Plan during the life of this agreement, the Employer will fund bargaining unit member's Health Savings Accounts (HSAs) according to policies established in the City Personnel Manual and will maintain at least the same level of funding as provided in 2023 during the life of the agreement.

Section 3. In the event the insurance carrier adopts Member Level Rating, and as a result individual employees' insurance premiums increase, the employee shall be fully responsible for this increase in premium. Member Level Rating is the process of calculating health insurance premium costs separately for each family member for his or her coverage based on pre-defined criteria such as plan benefits and coverage levels, geographic location, age, tobacco use, etc.

Section 4. The Employer's HSA contributions will be made on a semi-annual basis in January and July, except that the Employer shall advance funds into an employee's HSA account to be used towards satisfying the employee's annual deductible should the employee be faced with a healthcare crisis which requires the employee to pay more than the amount currently available in the employee's HSA account to meet the required annual deductible. The Employer shall not advance more than the amount that would satisfy the Employer's annual HSA contribution obligation, taking into account any contributions for the year that the Employer has already made. If an employee shall leave employment before using the advanced funds, then the employee shall refund the unused, advanced funds to the Employer.

Section 5. Health Insurance Committee. A joint labor/management Health Insurance Committee shall be established and will be authorized to review and recommend changes to the Employer's health insurance plan or plans. The Committee shall consist of two (2) members from each participating bargaining unit, as selected by the unit members, and two (2) members from management. The Committee shall meet at least once annually before July 1st. At the request of at least the two members from any participating bargaining unit, or the two management members, the Committee shall meet one additional time within the last 6 months of the calendar year. Meetings shall be held during the normal workday of the Committee participants. All consensus agreements reached by the Committee shall be binding on each participating bargaining unit for the agreed term.

ARTICLE 12 **RETIREMENT**

Section 1. Contributions (PERS). The full amount of the statutorily required Employer contribution to the Public Employees Retirement System of Ohio ("PERS") shall be made by the Employer for bargaining unit employees. The required employee contribution to PERS shall be withheld from the gross pay of each bargaining unit employee.

Section 2. Employer Retirement Obligations. The Employer shall continue to pay the statutorily required retirement contribution to PERS for all bargaining unit employees in conformity with pertinent state and federal law including when bargaining unit employees are on leaves of absence with pay.

Section 3. PERS Pickup. The Employer agrees that wages will be structured for payroll purposes so that the employee contributions to PERS will be deducted "pre-tax." Standard deductions for tax purposes will be computed on the employee gross pay after PERS deductions are made.

ARTICLE 13 **COMPENSATION**

Section 1. Wages. Wages will be paid on a bi-weekly basis. Wages in 2024 shall increase by two percent (2%) retroactively to January 1, 2024. Additionally, the wages in 2024 shall receive a \$1.50 market rate adjustment retroactive to January 1, 2024. The 2024 wage rates are set forth in Exhibit A. Employer agrees not to change wage rates of bargaining unit members without prior notice to and bargaining with Local 957.

There will be a wage reopener for 2025 and 2026. Unless otherwise stipulated in this Agreement, all other sections of this Agreement will remain in full force and effect through December 31, 2026.

All step increases shall occur on the anniversary of each employee's hire date unless an employee has had a step increase withheld due to disciplinary or unsatisfactory performance. Step increases

withheld due to disciplinary or unsatisfactory performance will be subject to the grievance and arbitration procedures. Wage changes due to step increases shall be reflected in the pay period following the anniversary of the employee’s hire date.

Section 2. Longevity Pay. Bargaining unit members shall receive, in addition to other compensation provided to bargaining unit employees in this Agreement, an annual longevity payment pursuant to the following schedule:

Years of Service 6-9:	Lump Sum Payment of:	\$260.00/year
Years of Service 10-14:	Lump Sum Payment of:	\$347.00/year
Years of Service 15-19:	Lump Sum Payment of:	\$520.00/year
20+ Years of Service:	Lump Sum Payment of:	\$1,040.00/year

Each Longevity Payment will be paid the first full pay period in December.

ARTICLE 14
HOLIDAYS AND PERSONAL DAYS

Section 1. Recognized Holidays. The following are authorized and approved City holidays (non-working days) for the employees covered by this Agreement for which the employees shall receive either eight (8) hours of pay or ten (10) hours of pay depending on whether the employees are working a five (5) day eight (8) hour schedule or a four (4) day ten (10) hour schedule at the employees’ regular hourly rate.

- | | |
|------------------------|---------------------------|
| New Year’s Day | Veterans Day |
| Martin Luther King Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Juneteenth | Day before Christmas |
| Independence Day | Christmas Day |
| Labor Day | New Years Eve Day |

Administrative offices will be closed for all holidays listed above. Holidays falling on a Saturday or Sunday will be recognized on Friday or Monday as determined by the City Manager. Full-time employees covered by this Agreement required to work on a designated holiday will be paid holiday pay at the employees’ regular hourly rate based on the number of hours worked on the holiday plus one and one-half (1 ½) times their regular hourly rate of pay for all hours worked.

Section 2. Floating Holidays. Each employee covered by this Agreement, in addition to the authorized Holidays listed above, shall receive two (2) floating holidays off paid at eight (8) or ten (10) hours of the employee’s regular straight time rate each depending whether the employees are working a five (5) day eight (8) hour schedule or a four (4) day ten (10) hour schedule at the time the floating holiday is scheduled. The floating holidays will be scheduled on a day agreed to by the Employer and the employee. Floating Holidays may be taken in no less than eight (8) or ten (10) hour increments.

Section 3. Special Holidays. Every special holiday as designated by the President of the United States or by the Governor of Ohio, with the affirmation of the Clayton City Council, shall also be provided to the employees covered by this Agreement with the same pay as the holidays set forth in Section 1 of this Article.

Section 4. Eligibility for Holiday Pay. To be eligible for Holiday pay for the Holidays listed in Section 1 of this Article an employee must work the employee's last regularly scheduled work day before the Holiday and the first regularly scheduled work day after the Holiday unless the employee is in paid status.

Section 5. Personal Days. All bargaining unit employees covered by this Agreement shall be entitled to two (2) personal days each year which shall be available the first week in January. Personal days may be taken by an employee by providing the Public Service Director or designee an eight (8) hour notice. Personal days shall be paid at eight (8) or ten (10) hours of the employee's regular straight time rate each depending whether the employee is working a five (5) day eight (8) hour schedule or a four (4) day ten (10) hour schedule at the time the personal day is taken. Personal days shall be taken in no less than eight (8) hour or ten (10) hour increments.

ARTICLE 15 **VACATION LEAVE**

Section 1. Definitions. As used in this Article "vacation leave" shall mean a period of time during which bargaining unit employees are not required to report for work but are to receive their straight time hourly rate of pay for eight (8) hours per day for five (5) days of vacation if a full week of vacation is taken during the five (5) day eight (8) hour schedule or ten (10) hours per day for four (4) days of vacation if a full week of vacation is taken during the four (4) day ten (10) hour schedule.

Section 2. Vacation Accrual. Vacation leave shall be credited each year to all employees in the first full pay period in January according to the following schedule:

Date of Hire but less than 5 years	10
5 years of service but less than 10 years	15
10 years of service but less than 15 years	18
15 years of service or more	20

Vacation time will be credited for all employees with less than one (1) year of service in two installments with the first installment occurring with the first full pay period in January and the second installment occurring with the first full pay period in July. Employees who begin employment on days other than January 1 or July 1 will receive a prorated amount of vacation time based on their initial date of service and its proximity to the preceding credit installment date. For employees hired before July 1, the second installment will consist of 50% of the employees' yearly vacation time.

Section 3. Annual Carry Over. Accumulated credited vacation time may be carried over from one year to the next year to a maximum of forty (40) days. Employees who have vacation time accumulated in excess of these amounts on November 15 will have two options: (a) Use the unused accumulated vacation time prior the end of each calendar year with the approval of the Director of Public Services or: (b) Transfer the unused accumulated vacation time to Sick Leave on a one to one (1:1) ratio. In no case may employees receive cash payment for any portion of their unused vacation accumulation unless they are leaving employment with the Employer.

Section 4. Scheduling of Vacation. The time during which an employee chooses to use the employee's vacation time must be approved by the Director of Public Services or designee, which shall not be unreasonably withheld. Vacation leave will normally be scheduled in a minimum of one (1) hour increments. The employee requesting vacation time off shall provide notice of the vacation time to be used to the Director of Public Services, or designee, equal to the number of days/hours the employee wants to use as vacation time. For example, if the employee wants to take five (5) days of vacation time off, the employee will provide the Director of Public Services, or designee, five (5) days' notice. If a conflict arises over two or more requests for the use of vacation time, the approval shall first be made on date of notice to Director of Public Services, or designee, then by seniority.

Section 5. Vacation Pay on Leaving Employment. Employees who leave employment with the Employer for any reason will be paid for unused accumulated credited vacation leave up to a maximum of 320 hours at their rate of pay at the time they leave employment by the Employer. Further, this vacation payment will not be released to the employee in cases where litigation or criminal action is pending against the employee involving theft of Employer property or until the employee returns any Employer property the employee may have in the employee's possession, or until the employee pays any funds due to the Employer. In the event of the death of an employee who is entitled to receive payment of unused accumulated credited vacation time under this Section, such payment shall be paid to the employee's designated beneficiary(ies) or the employee's estate if there is not a designated beneficiary(ies).

Section 6. Transfer of Vacation Leave. When an employee is transferred or appointed to another Employer department, the employee's unused accumulated credited vacation leave shall be assumed by the new department.

ARTICLE 16 **SICK LEAVE**

Section 1. Sick Leave Accrual. Sick leave for full-time bargaining unit employees begins to accrue from the first day of employment and may be used as necessary any time during the period of employment. Sick leave is not earned during periods of time in which the bargaining unit employee is in a non-pay status. The bargaining unit employees shall accrue sick leave at the rate of one and one-quarter (1.25) days per month of service. Accrued sick leave shall be cumulative without limit unless otherwise provided in this Article.

Section 2. Types of Sick Leave Absences. An employee eligible for sick leave may be granted sick leave with full normal pay (8 or 10 hours) when absent for the following reasons:

- (a) Personal Illness or physical incapacity (including maternity leave);
- (b) Illness of a member of the employee's immediate family, requiring the employee's personal care and attendance. Immediate family is defined as the employee's spouse, parents, parent-in-law, children (including step-children or foster children), siblings or any relative living in the employee's household.
- (c) Contagious diseases or enforced quarantine of the employee in accordance with community health regulations;
- (d) Medical or Dental appointments.

Section 3. Sick Leave Documentation. Sick leave absences of three (3) consecutive work days or more shall be supported by a written statement from the employee's medical practitioner (Physician, Physician Assistant, Certified Nurse Practitioner, Nurse, Dentist, Chiropractor, or other similarly certified practitioner).

Section 4. Notice of Sick Leave Usage. Employees are required to notify the Public Service Director or designee within one hour prior to the employee's scheduled report time on the day(s) of absence except any emergency conditions. Employees who remain absent on sick leave beyond the number of accrued hours of sick leave will have their continued absences charged to vacation leave.

Section 5. Conversion of Sick Leave Credits. Employees with ten (10) years of accrued service with Employer (Township and Municipality) shall be entitled to convert accrued sick leave credits to regular pay at PERS approved retirement age. This conversion shall be at rate of one (1) day of pay for every four days of sick leave credit up to a maximum of two hundred and forty (240) hours.

Section 6. Attendance Bonus. Employees may "cash out" 8.00 hours of sick leave at one day's regular pay if the employee does not use sick leave for any unscheduled absence (i.e. call off sick) during a six (6) month period commencing January 1 through June 30 and July 1 through December 31. Employees may elect to use unpaid leave in lieu of paid leave for purposes that qualify under the Family Medical Leave Act and still remain eligible for the Attendance Bonus under this Section 6.

ARTICLE 17 **NO STRIKE/NO LOCKOUT**

Section 1. Neither the Union nor any employee shall engage in a strike, slowdown, sit-down, work stoppage or interference with the operations of the City during the term of this Agreement. The Employer shall not impose any "lockout" of any bargaining unit employees during the term of this Agreement.

Section 2. Any violation of Section 1 of this Article by an employee or employees may result in the discipline, up to and including discharge of employment, of the employee or employees who participate in such a violation consistent with ORC Chapter 4117.

Section 3. In the event of any violation of this Section 1 of this Article by any employee or employees, the Union will take whatever steps necessary to attempt to terminate said strike, slowdown, sit-down, work stoppage, or interference with the operations of the City.

ARTICLE 18 **OTHER PAID LEAVES OF ABSENCE**

Section 1. Bereavement Leave. Paid leave shall be granted to an employee when a death occurs in the immediate family. Immediate family shall be defined as the employee's mother, father, step mother, step father, spouse, child, stepchild, brother, sister, grandparents, spouse's grandparents, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law and brother-in-law.

Five (5) working days of eight (8) or ten (10) hours, depending on the employee's schedule, for each day off for the death of a spouse or child/stepchild may be taken. Three (3) working days of eight (8) or ten (10) hours, depending on the employee's schedule, for each day off may be taken for all other deaths specified in this Section 1. The Director of Public Services or designee may require proof of the relationship and a copy of the death notice or death certificate. Upon notice to the Director of Public Services or designee the employee may use accumulated but unused sick leave to extend the bereavement leave set forth above in this Section 1 not to exceed three (3) work days.

Section 2. Jury Duty and Court Appearance. Employees required to serve on a jury before a court empowered by law to require such service shall be released from duty to appear for jury duty and who serve jury duty will be paid the employee's regular pay for each day of appearance and service of eight (8) or ten (10) hours, depending on the employee's schedule, provided that any compensation received for said appearance and service shall be endorsed to the Employer. An employee required to appear before a court or administrative agency (i.e., SERB) for a case involving or pertaining to the Employer shall be compensated in the same manner as jury duty as set forth herein. An employee required to appear before a court for a case before the court, not involving the Employer during the employee's scheduled work hours as a witness in response to a subpoena shall, with the authorization of the Public Service Director or designee, be granted leave without pay to fulfill said witness duties. The employee may use time from the employee's sick time to cover this absence. To be eligible, the employee must present the Employer satisfactory evidence of the dates and times of jury service or appearing in court as a subpoenaed witness. Employees who expect to be called for jury service or appear in court as a subpoenaed witness shall notify the Employer as promptly as possible so that the Employer may make the necessary arrangements.

ARTICLE 19 **OTHER LEAVES**

Section 1. The Employer will comply with the applicable provisions of the Family and Medical Leave Act of 1993 (FMLA). Except as provided below, an employee must exhaust all accrued paid leave time, however designated (vacation, Sick Leave, paid disability), concurrent with taking FMLA Leave from the employee's own serious health condition, or to care for a family member

with a serious health condition, and for other types of FMLA leave, an employee must exhaust all accrued paid leave time, except for accrued Sick Leave. However, an employee who has vacation time carried over from the prior year has the option of reserving up to 40 hours of carried-over vacation time from being applied during FMLA leave, and an employee who has accumulated a paid sick leave entitlement shall have the option of reserving up to 40 hours of that sick time entitlement from being applied during FMLA leave.

ARTICLE 20 LABOR/MANAGEMENT COMMITTEE

Section 1. If requested by either party, the Public Service Department, City Manager and/or designee, and not more than three (3) representatives of the Union may meet to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2. The party requesting the meeting shall furnish an agenda at least five working days in advance of the scheduled meeting, with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. At least two days before the meeting, upon written notice, the other party may add matters to be taken up in the meeting. The purpose of such meetings shall be to:

- a) Discuss the administration of this Agreement.
- b) Notify the Union of changes made by the City which affect bargaining unit members of the Union.
- 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 City and the Union, so long as the grievant is present.
- d) Disseminate general information of interest to the parties.
- e) Discuss ways to increase productivity and improve efficiency.
- f) Consider and discuss health and safety matters relating to employees.
- g) Provide an opportunity for the Union to share the views of its membership or make suggestions on subjects of interest to its members.

The agenda will be limited to subjects covered by A-G above, and the meeting will be limited to subjects covered by the agenda.

ARTICLE 21 MANAGEMENT RIGHTS

Section 1. The City reserves and retains the right to direct, manage and control the affairs of the City and its employees, except to the extent this Agreement provides to the contrary.

Section 2. In addition to the rights reserved to Management set forth in Section 1 above, management rights include, but is not limited to the following as long as they are not contrary to the terms of this Agreement:

- (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) The securing of revenues of the City;
- (c) The determination from time to time as to what services the City shall perform;
- (d) Direct, supervise, evaluate, or hire employees;
- (e) Maintain and improve the efficiency and effectiveness of governmental operations;
- (f) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (g) The making, amending and enforcing reasonable work rules and regulations;
- (h) Suspend, discipline, demote, or discharge non-probationary employees for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (i) Determine the adequacy of the work force;
- (j) Determine the overall mission of the employer as a unit of government;
- (k) Effectively manage the work force;
- (l) Take actions to carry out the mission of the public employer as a governmental unit;
- (m) Exercise all functions of government granted to the City by the State Constitution, City Charter, and statutes of the State of Ohio, not inconsistent with O.R.C. 4117.

Section 3. Should the City fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

Section 4. The Employer has the right to establish reasonable work rules, policies and procedures related to the conduct, behavior and job performance of employees. In the event of a conflict between the terms of this Agreement and any work rules, policies and procedures adopted by the Employer, this Agreement shall prevail. To the extent any work rules, policies and/or procedures have been or become reduced to writing, each shall be posted at a conspicuous location in garage where the bargaining unit employees report for work. The Union shall be provided a copy of any such work rules, policies and/or procedures. Except in cases of emergency, the Union

shall receive a copy of the work rule, policy and/or procedure fourteen (14) calendar days prior to its effective date.

ARTICLE 22
NON-DISCRIMINATION

The Employer and the Union agree to follow a policy of non-discrimination and abide by applicable laws prohibiting discrimination based on characteristics protected by Federal, State and Local law. The provisions of this Agreement shall be applied equally to each employee in the bargaining unit without discrimination as to membership or lack of membership in the Union.

ARTICLE 23
UNIFORMS, BOOT ALLOWANCE and
PERSONAL PROTECTIVE EQUIPMENT

Section 1. Uniforms and Boots. During the first full pay period in April 2024 and in April of each succeeding year of this Agreement, employees shall receive a uniform and boot allowance of \$1150.00. The items to be purchased by the employee shall consist of the following: work boots, pants durable cotton/polyester (including denim) and/or shorts, green or yellow Tee shirts or polo shirts (at least one (1) black polo shirt), coats, green or yellow sweatshirts (with or without hoods), jackets, and winter weather clothing, including Carhartt or similar winter clothing. Shorts may be worn with prior approval of the Public Service Director, which shall not be unreasonably denied. The City's logo will be affixed to Tee shirts and polo shirts at the employee's expense. All clothing, hats and ball caps worn by employees during working hours shall not have any political, alcohol or offensive logos or language. Employees shall be responsible for cleaning and maintaining all items of clothing in good condition, taking into consideration normal wear and tear. All employees shall report to work each day in a clean uniform.

Section 2. Personal Protective Equipment (PPE) The Employer shall provide each employee all of the necessary PPE as determined by the Public Service Director. Such PPE shall include, but not be limited to, high visibility vest, safety glasses, prescription safety glasses, hard hats, gloves, ear plugs/hearing protection, grinding shield, leg chaps, welding hood, welding gloves, welding goggles and appropriate gas monitors.

ARTICLE 24
MISCELLANEOUS

Section 1. Outside Employment. Employees shall not be prohibited from engaging in outside employment upon providing notice to the Public Service Director. Employees engaging in outside employment shall not wear any clothing which bears the name or the logo of the City of Clayton and shall not use any City equipment. Employees engaging in outside employment shall refrain from conduct which reflects negatively upon the city. Employees shall not engage in outside employment with any vendors of the City or with any entities which do business with the City. If an Employee becomes aware of a potential conflict of interest, the employee must immediately notify the Public Service Director.

Section 2. **Residency.** There shall be no residency requirement for employees covered by this Agreement.

Section 3. **Radios.** Employer shall provide employees with radios to be used for work-related purposes. Employer shall provide one (1) City-owned cell phone for work-related purposes.

Section 4. **Reimbursements.** The Employer shall reimburse employees for the actual cost of obtaining or renewing their Commercial Drivers License. The Employer shall reimburse employees for renewing licenses and/or certifications which are of a material benefit to Employer as reasonably determined by the Public Service Director.

Section 5. **Training.** The Employer recognizes the need for training of bargaining unit employees. Where attendance at a training conference, seminar, course, or similar educational function is required by the Public Service Director, all course fees, registration fees, and course material costs shall be paid by Employer.

Section 6. **Fitness for Duty Medical Exam.** (a) If the Employer has a reasonable basis, the Employer may require an employee to submit to a fitness for duty medical examination by a physician selected by the Employer. The Employer shall be responsible for the entire cost of the examination and shall provide the affected employee, at no cost to the employee, a copy of the physician's report, or the medical examination records of the examining physician if no report is provided to the Employer. The Employer shall pay the employee at the employee's regular hourly rate of pay for all time traveling to and from the medical examination and for all time while at the office of the Employer selected physician.

(b) If, after the receipt of the physician's opinion of the affected employee's fitness for duty, the Employer determines that the employee is not medically fit for duty and does not permit the employee to continue to work or to return to work, the employee shall have the right to have a physician of his choice to perform a fitness for duty examination. The employee shall be responsible for the cost of this examination after the application of any medical insurance benefits available for such examination. During the period of time the employee is not permitted to work by the Employer because of the Employer's reasonable basis that the employee is not fit for duty, the employee may use accumulated and unused paid sick leave and/or accrued and unused paid vacation time.

(c) If the employee decides to be examined by a physician of his choice, the employee shall provide a copy of his physician's report to the Employer, or the medical examination records of the examining physician if no report is provided to the employee, at no cost to the Employer. If the report or medical examination of the employee's physician agrees with the report or medical examination records of the Employer's selected physician, and the Employer does not permit the employee to continue working or to return to work, the employee will continue to have any rights available under the provisions of this Agreement and will be able to apply for any benefits the employee may be eligible to receive.

(d) If the report of the employee's selected physician conflicts with the report/medical examination records of the Employer's physician, the two physicians shall select a third physician to perform a fitness for duty examination on the employee and provide a copy of the report of the fitness for duty examination to the Employer and the affected employee. The decision of the third physician shall be binding on the Employer and the employee. The cost of the third neutral physician shall be shared equally by the Employer and the Union.

(e) If the report/opinion or medical examination records of the third physician supports the report/opinion of the employee's selected physician, the employee shall be returned to work within five (5) work days and made whole for all wages and benefits lost or not accrued during any period of time the employee was not permitted to work by the Employer. Additionally, any sick leave or any vacation time used by the employee during the period of time the Employer would not permit the employee to work shall be restored to the employee.

(f) If the report/opinion or medical examination records of the third physician supports the report/opinion of the Employer's selected physician, and the Employer determines not to permit the employee to continue or to return to work, the employee will continue to have any rights available under the terms of this Agreement and be able to apply for any benefits the employee may be eligible to receive.

ARTICLE 25

EFFECT OF LAWS, SEPARABILITY AND SAVINGS

Section 1. This Agreement is subject to all existing or future federal and state laws, rules, regulations and any decision of any agency or court with jurisdiction over the parties, except as limited by O.R.C. Chapter 4117. If any term or provision of this Agreement is at any time deemed to be in conflict with any law by a court or other authority having jurisdiction over the parties, such term or provision shall continue in effect only to the extent permitted by such law or decision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other terms or provisions of this Agreement.

Section 2. If any term or provision of this Agreement is or becomes invalid or unenforceable, upon request by either party, the Employer and the Union shall meet within thirty (30) days of the date of the request and bargain in good faith for a replacement of the term or provision of this Agreement determined to be invalid or unenforceable as set forth in Section 1 of this Article. In such event, the parties agree to follow the dispute resolution procedures set forth in O.R.C. 4117.

ARTICLE 26

DURATION OF CONTRACT

Section 1. This Agreement shall be in effect from January 1, 2024 through December 31, 2026.

IN WITNESS WHEREOF, the parties have signed this Agreement this 8 day of May, 2024.

For the City of Clayton, Ohio


Amanda Zimmerlin
City Manager


Elaine Wittman
Assistant to City Manager


Randy Sanders
Director of Public Services

For the Teamsters Local Union No. 957,
General Truck Drivers, Warehousemen,
Helpers, Sales and Service, and Casino
Employees

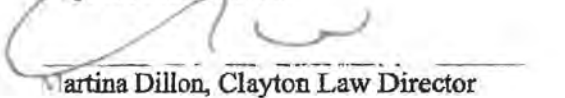

Kenny Howard
President


Darrell Paschal
Vice President


Alan Weeks
Recording Secretary


John Koon
Bargaining Committee Member

Approved as to Form:


Martina Dillon, Clayton Law Director

Date May 3, 2024

CERTIFICATION

This shall certify that the funds required to meet the municipality's obligations set forth herein during the fiscal year in which this contract is made of obligation incurred, has been lawfully appropriated for such purposes and is in the treasury or in process of collection to the credit of appropriate fund free from any previous encumbrance. Ref: R.C. 5705.41


Kevin Schweitzer, Finance Director

5-3-24
Date

EXHIBIT A

Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance Worker II	Current \$21.28 For 2024: \$23.21	Current \$22.24 For 2024: \$24.18	Current \$23.43 For 2024: \$25.40	Current \$24.69 For 2024: \$26.68	Current \$25.84 For 2024: \$27.86	
Maintenance Worker I	Current \$16.63 For 2024: \$18.46	Current \$17.32 For 2024: \$19.17	Current \$18.00 For 2024: \$19.86			