

FIRST READING: 11.13.17
SECOND READING: 11.30.17
THIRD READING: _____

ORDINANCE NO. 94-17

BY: JOHN B. SHEPHERD

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE TEAMSTERS LOCAL UNION 436 REPRESENTING CERTAIN EMPLOYEES OF THE ROCKY RIVER WASTEWATER TREATMENT PLANT, AS FURTHER DESCRIBED IN EXHIBIT "A"

WHEREAS: The Administration and the Teamsters Local Union 436, representing certain employees of the Rocky River Wastewater Treatment Plant have reached an Agreement for a labor contract effective January 1, 2017 through December 31, 2019; and

WHEREAS: Said Agreement is for the establishment of proper standards of wages, hours and other conditions of employment and to assure the rights of both the aforesaid employees and the City of Rocky River, representing its citizens; and

WHEREAS: It is the opinion of the Administration and Council of the City of Rocky River that said Agreement is in the best interests of the City and shall be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. That the Mayor be and she is hereby authorized to enter into an Agreement with the Teamsters Local Union 436, representing certain employees of the Rocky River Wastewater Treatment Plant, as further described in the attached Exhibit "A".

SECTION 2. That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of public peace, health and safety, and for the further reason that the Agreement is necessary to provide and maintain proper services to the citizens of the cities of Bay Village, Fairview Park, Westlake and Rocky River, and collective bargaining agreements require action by the legislative body within thirty (30) days of presentation, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: November 20th, 2017

James W. Moran
JAMES W. MORAN
President of Council

PRESENTED

TO MAYOR: November 20th, 2017

APPROVED: November 20th, 2017

WITNESSETH:

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 20th day of November, 20 17.

AN G. PEASE
AN G. PEASE
Clerk of Council

Pamela E. Bobst
PAMELA E. BOBST
Mayor

City of Rocky River } ss
County of Cuyahoga }

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 94-17 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 20th DAY OF November, 20 17 THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW. THAT NO PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN. THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD IN ORDINANCE RECORD NO. 97-17

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 30th DAY OF November, 20 17.

Amy G. Black
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

Amy G. Black
Clerk of Council of the City of Rocky River, Ohio

TEAMSTERS LOCAL UNION 436 –
ROCKY RIVER WASTEWATER
TREATMENT PLANT

AND

THE CITY OF ROCKY RIVER

CONTRACT FOR 2017-2019

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PREAMBLE

This Agreement is entered into by and between the City of Rocky River, Ohio, 21012 Hilliard Boulevard, Rocky River, Ohio, an Ohio Municipal Corporation, hereinafter referred to as "Employer" or "City", and Teamsters Local Union 436, 6051 Carey Drive, Valley View, Ohio 44125 hereinafter referred to as "Union". It is the purpose of this Agreement to establish proper standards of wages, hours and other conditions of employment and to assure the rights of both employees and the City of Rocky River, representing its citizens.

The term "Employee" or "Employees" where used herein refers to all employees in the bargaining unit. Furthermore, it is the purpose of this Agreement to provide a fair and reasonable method of enabling employees covered by this Agreement, to participate in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of differences concerning this Agreement between the parties.

ARTICLE 1. RECOGNITION

- (a) The Union is all full-time Employees in the following classifications, but excluding all supervisors as defined by Chapter 4117, Ohio Revised Code, for the purpose of establishing rates of pay, wages, hours, terms of employment:

Maintenance Foreman and Electrician
Instrumentation Maintenance Tech.
Operator I, II, III
Maintenance Mechanic I, II, III
Lab Technician
Attendants
Clerk/Lab Technician Assistant

- (b) The classifications used above are descriptive and are not restrictive. Their use is neither an indication nor a guarantee that these classifications will continue to be utilized.

ARTICLE 2. MANAGEMENT RIGHTS

Subject to the Constitution and the Laws of the State of Ohio and the Charter and Ordinances of the City of Rocky River, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces and maintain efficiency of operations. Specifically, the City's exclusive management rights include but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote, to promulgate and enforce reasonable employment rules and regulations, to reorganize, discontinue or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods and/or facilities; to determine work methods, to determine the size, composition and duties of the work force, the number of shifts required and work schedules; to establish, modify, consolidate or abolish jobs (or classifications); and to determine the staffing patterns, including but not limited to, assignments of Employees, numbers employed, duties to be performed, qualifications required and areas worked.

ARTICLE 3. NON-DISCRIMINATION

The Employer and the Union hereby state their commitments, not to discriminate in any manner relating to employment or representation on the basis of race, color, religion, sex, age, national origin, disability, military or citizenship status, genetic information, political affiliation, or any other legally protected status.

ARTICLE 4. UNION DUES, FAIR SHARE, AND RELIGIOUS OBJECTION

- (1) The Employer agrees to deduct, once each month, dues, initiation fees, entry fees, re-initiation fees, and assessments in an amount certified to be current by the Secretary/Treasurer of the Union from the pay of the employees. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union within ten (10) days following the wage deduction.
- (2) All employees of the Bargaining Unit shall either (1) maintain their membership in the Union, (2) become

members of the Union, or (3) pay a fair share fee to the Union in an amount not to exceed the regular monthly and/or annual dues for membership in the Union, no later than thirty-one (31) days following the effective date of this Contract or no later than the thirty-first (31st) day following the beginning of such employment and remain in good standing, all in accordance with O.R.C. 4117.09.

- (3) Any individual employee objecting to Union dues based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will require such employee to inform the Employer and the Union of his objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to his fair share of Union membership dues, initiation fees and assessments to a non- religious charity subject to the provisions as set forth in Ohio Revised Code Section 4117.09. The employee shall designate where said contribution shall be made by the Employer, and said donation shall be in the name of the employee. The Employee shall furnish written proof to the City and the Union of such contribution.

Employees who fail to meet this requirement of this Article may be subject to discharge.

ARTICLE 5. SENIORITY

Seniority shall be determined by continuous service in the Wastewater Treatment Plant calculated from the first day worked by the employee. Continuous service shall be broken only by resignation, discharge or retirement.

ARTICLE 6. PROBATIONARY PERIOD

There shall be a non-contestable probationary period, defined as one (1) year from the date of hire. During such probationary period, employees may be discharged without just cause and without resort to the grievance procedure set forth hereinafter.

ARTICLE 7. LICENSE REQUIREMENTS

All employees of the WWTP (except the Clerk position) must possess a Wastewater Treatment Plant license through the State of Ohio Environmental Protection Agency within thirty (30) months of date of hire. All employees must renew their license on time as required by law, with a six (6)-month grace period subject to the consequences stated below.

Any employee who permits his license to expire shall be paid at the probationary rate of pay for that employee's level (class I probationary rate for operators) until the date of receipt by the Superintendent or Assistant Superintendent of the valid renewal card. Any employee who permits his license to expire twice during his employment with the City shall be subject to disciplinary action up to and including termination of employment.

The Employer shall pay the Operator License Renewal fee as needed. However, any employee who allows his license or any a City-paid course registration to expire, shall be responsible for any additional renewal costs for contact hours or license fees.

ARTICLE 8. PERSONNEL REDUCTIONS

Personnel reduction shall be made in the reverse order of seniority within job classification so as bargaining unit employees who are laid off have the right to bump any other bargaining unit employee in another classification with less full-time seniority provided the more senior employee possesses the skill, ability, qualifications, and licensing if applicable to perform the duties as required.

ARTICLE 9. LAY-OFF BENEFITS

Any employee who is laid off in accordance with Section 124.37 of the Ohio Revised Code shall be entitled to hospitalization and Death Benefits for a period of ninety (90) days from such lay-off date.

ARTICLE 10. LABOR MANAGEMENT COMMITTEE AND PROCEDURE

The Labor Management Committee shall consist of three representatives of the Union, and three representatives appointed by the Mayor of the City of Rocky River, which may include the Mayor. Said Committee shall meet and recommend procedures in handling matters of Employee grievances, rules and regulations and items of safety, health and welfare of the Employees. Said Committee shall meet on a scheduled quarterly basis, unless otherwise agreed.

ARTICLE 11A. DAILY WORK SCHEDULES FOR OPERATORS

Operators shall be assigned 12 hour daily work schedules, but no more than a scheduled 40 hour work week. The work week shall commence as the following: week one (1) starting at 7 AM and week two (2) starting at 11 AM for designated employees. Regular work week schedule will not affect the opportunity for overtime to fill the needs of the operational needs of the wastewater treatment plant. The start and the end of the daytime 12 hour shift work day is generally 7am to 7pm, and the start and the end of the nighttime 12 hour shift work day is generally 7pm to 7 am, except for the float day within that current work week, and except for the belt press operator, who will work a rotating shift (day and night) as assigned by the Superintendent.

ARTICLE 11B. DAILY HOUR & SHIFT ASSIGNMENTS MAINTENANCE & LAB TECHS/ASSTS.

Maintenance and Lab Technicians/Asstt. shall be assigned 8 hour daily work schedules. The start and the end of the regular 8 hour shift work day is generally 7am to 3:00pm or 8am to 4pm.

ARTICLE 11C. Break Times

1. Employees shall be allowed thirty (30) minutes for a scheduled lunch period. Based upon operational needs, the lunch period shall be scheduled within two (2) hours of the regular lunch period.
2. Employees working a regular (8) hour work day shall be allowed one (15) minute rest in the first half of their shift and one (15) minute rest in the second half of their shift. Employees working a 12 hour work day shall be allowed one additional (15) minute break to be taken in the second half of their shift.

3. All employees shall be allowed a five (5) minute wash-up time prior to a scheduled lunch period and a (20) minute wash-up time prior to the end of their work day.
4. Employees are given the discretion to combine their daily (15) minutes breaks with their daily (30) minute lunch.

ARTICLE 12 SHIFT BID ASSIGNMENTS

All shift Operators positions shall rotate on a 90 day basis. All positions will be posted annually on October 1st for a period of ten days. Shift assignments consist of no more than two (2) operators. Any operator call-off on the Monday - Friday night shift (7pm – 7am) or any shift on the weekend shall be replaced by assigning either an operator, maintenance mechanic or lab tech. Plant superintendent has the discretion to fill an operator call off on the day shift (7am – 7pm), based on the weather conditions and other requirements of plant operations. Management reserves the option not to call in Operators when the employee calls off sick during the 3 P.M. to 7:00 P.M. time frame Monday through Friday. The existing Operators may request the positions based on the seniority. In the event that less than two certified Operators sign up for a shift, the position will be filled by reverse order of Operator seniority as determined by start dates. All WWTP employees have the right to bid on vacant operational shift slot.

Notwithstanding anything to the contrary above, shift assignment for the twelve (12) hour work schedule shall be as follows:

As agreed to by Employer and the Union, for the Trial Shift Assignments for Operators, shift Operators' positions will be posted for a period of ten (10) days, or less if all operators are signed up. The existing Operators may request the positions based on seniority. Employees will sign up on either day shift or night shift according to seniority. To prevent issues with two (2) untrained employees or non-licensed workers being scheduled on the same shift together, Employer shall have the right to assign what two operators will work together' on a given shift. Seniority will be considered, but shall not be the determining factor.

ARTICLE 13. DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause, with the exception of discharge of new-hire probationary employees. The WWTP Superintendent shall make the recommendation to the Safety Service Director of any reductions and/or disciplinary action. The Director of Public Safety Service shall make and/or approve all reductions and suspensions in said Division. The employee so affected by reductions and suspensions shall have the right to appeal said penalty to the Mayor. Following the decision of the Mayor, the employee may pursue the matter beginning at Step 4 of the Grievance Procedure. The employee to be disciplined shall be notified of his right, if he so desires, to have a Union representative present at any formal disciplinary hearing where the employee is to be questioned in anticipation of disciplinary action against such employee or where the employee is to learn that he is to be disciplined. Such notification shall be given to the employee by the Director of Public Safety Service at least five (5) days prior to any such formal hearing. The Union's representative shall have the right to attend any such hearing.

ARTICLE 14. GRIEVANCE PROCEDURE

DEFINITION

A grievance shall be defined as an unresolved question or dispute regarding wages, hours and/or terms and

conditions of employment including unresolved questions or disputes concerning the interpretation and application of this Agreement and disciplinary actions resulting in more than reprimand. Documentation of counseling and/or coaching is not considered a reprimand.

PROCEDURE

Every employee shall have the right to present his/her grievance in accordance with the procedures 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 at the lowest possible step of this procedure.

Grievances or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

STEP 1. The person or persons initiating the alleged grievance shall present the grievance, in writing, to the Union Steward, which may in turn, present it to the WWTP Superintendent within ten (10) working days after its occurrence. The WWTP Superintendent shall reply in writing to the grievant within ten (10) working days after the Initial presentation of the g r i e v a n c e .

STEP 2. If the action in Step 1 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Director of Public Safety-Service. The Director shall reply in writing to the grievant within ten (10) working days after initial presentation of the grievance to the Director.

STEP 3. If the action in Step 2 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Mayor of the City of Rocky River. The Mayor shall reply in writing to the grievant within ten (10) working days after the initial presentation of the grievance to the Mayor.

STEP 4. If within thirty (30) calendar days of the completion of Step 3, the grievance is not satisfactorily settled, the Union may submit the grievance to arbitration. In such case the Employer and the Union's representative shall first attempt to mutually agree upon a neutral arbitrator and, if an agreement cannot be reached, a list of neutral arbitrators shall be obtained from the Federal Mediation and Conciliation Service. Upon receipt of the list, each side shall strike one name in turn until a single arbitrator remains who will hear the grievance at issue. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant(s). The cost of said arbitrator shall be borne equally by the Employer and the Union. Furthermore, the aggrieved Employee, the Union Steward and any witnesses shall not lose any regular straight time pay while attending the arbitration proceedings, as required by the arbitrator.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. In reaching his/her decision, the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case.

All pre-arbitration grievance settlements reached between the Employer and the Union shall be final,

conclusive and binding on the Employer, the Union and the Employees. Provided that a grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

The limits set forth in the grievance procedure may be extended by mutual written agreement of the Employer and the Union.

ARTICLE 15. CONTRACTING OUT

The Employer shall maintain the right to contract out and/or privatize services now being performed by the members of the Union. The City of Rocky River shall give ninety (90) days notice to the affected Employees and provide good faith negotiations with the bargaining unit, and make every effort to absorb said Employees into the remaining job slots of the owner communities of the Rocky River WWTP.

ARTICLE 16. POSITION DESCRIPTION

Each employee shall be required to perform all tasks assigned to him by his immediate supervisor which are consistent with the services provided for the benefit of the citizens impacted by the waste water treatment plant. Said supervisor shall not knowingly assign a task which imposes an immediate danger to the health and safety of the employee. Any changes to specific job description shall be posted on the waste water treatment plant bulletin board as soon as practicable, but at least ten (10) days prior to any job openings for which such a job description applies.

ARTICLE 17. PROMOTIONS AND JOB TRANSFERS

When a vacancy occurs or a new job is created, the Employer will look first to filling the vacancy or new job from among the existing Employees of the bargaining unit at the Wastewater Treatment Plant. When a vacancy occurs or a new job is created, the Employer will post such vacancy or job for a period of ten (10) calendar days. After reviewing the names on the bid sheet at the conclusion of the posting period, the Employer shall make its selection based on skill and ability, work performance and attendance. However, after reviewing the names on the bid sheet, should the Employer decide no one on said sheet is qualified for the position based on skill, ability, licensing and certification if applicable, work performance and attendance, the Employer has the right to hire an individual not on said sheet from outside of the union.

ARTICLE 18. SALARIES AND HOURLY RATES

Employees' wages shall be as set forth below for January 1, 2017 to December 31, 2019.

The hourly rates shall be as follows:

	Jan. 1, 2017	Jan. 1, 2018	Jan. 1, 2019
Maintenance Foreman & Electrician	28.62	29.05	29.63
Probationary rate	26.59	26.99	27.53

Operators		Jan. 1, 2017	Jan. 1, 2018	Jan. 1, 2019
III		27.12	27.66	28.22
	Probationary rate	26.10	26.62	27.16
II		25.88	26.39	26.92
	Probationary rate	24.87	25.36	25.87
I - after 1 year		24.77	25.26	25.77
	Probationary rate	21.56	21.99	22.43
Maintenance Mechanic				
	Class III	27.59	28.00	28.56
	Class II	26.37	26.77	27.31
	Class I	25.03	25.41	25.92
	Probationary rate	21.89	22.22	22.66
Instrumentation Maint. Tech.				
	Lab Tech	27.59	28.00	28.56
	Probationary rate	28.17	28.59	29.16
		25.00	25.38	25.89
Attendant/Clerk/Lab Tech Asst.				
	Probationary rate	22.40	22.74	23.19
		19.57	19.86	20.26

- For new hires only as of January 1, 2017, mechanics shall be compensated according to the experience and license certifications of the EPA as follows:
- Class I- 12 months
 - Class II- 36 months
 - Class III- 60 months
- As a result when this certification or experience level is achieved, all mechanics will receive the appropriate step according to wage ordinance.
- (A) Night shift will be paid a seventy-five cents (\$0.75) premium over an employee's hourly-rate set forth hereinafter including any Employee who temporarily works on said shift.

- (B) All employees in the Job classifications covered by this Agreement shall receive time and one half (1 ½) their regular rate of pay for all hours worked on holidays.

ARTICLE 19. TEMPORARY JOB ASSIGNMENT COMPENSATION

A Maintenance Mechanic who serves in the position of Maintenance Foreman at the higher rate classification on a temporary basis for four (4) or more hours per day, shall be compensated at the higher hourly rate for actual hours worked.

ARTICLE 20. OVERTIME AND COMPENSATORY TIME

Time worked in excess of eight (8) hours per day, for an 8 hour shift employee, or time worked in excess of 10 hours worked per day, for a 10 hour shift employee, or time worked in excess of 12 hours worked per day, for a 12 hour shift employee, or time worked in excess of 40 hours for the work week, is considered overtime. For such overtime, the employee will be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay, or the employee may take or accrue compensatory time at the rate of one and one-half (1 ½) hours, for each hour worked. "Time Worked" for the purpose of calculating overtime shall include paid working time, vacation, holiday time, break time, compensatory time and paid lunch time and exclude sick leave. Finally, the employee's supervisor must authorize any time worked over the regular scheduled hours prior to the work being performed.

- No employee shall work in excess of 16 hours within a 24 hour period.

- (A) The procedure for filling overtime assignments shall be as follows:

Total hours of overtime will be posted at the Operator's desk, and updated as needed.

Employees' placement on the overtime list will be determined by the total overtime hours offered to that employee. The list order shall be ranked from least overtime hours at the top to most overtime hours at the bottom. If two (2) employees have the same total overtime hours, the employee that just received an overtime assignment shall be ranked below the other employee.

A full time employee who is called in to work at a time when the employee is not regularly scheduled to work and not adjacent to their normal shift shall be compensated for at least four (4) hours of work at the employee's applicable overtime rate of pay. This article does not apply to scheduled overtime. For purposes of this article, scheduled overtime will mean work mutually agreed to at least eight (8) hours prior to the start time of the work.

Each employee may supply a maximum of two (2) contact telephone numbers that must be called before moving on to the next employee to fill an overtime assignment. (The person making the call must leave a voicemail or a message before moving on to the next employee.)

New employees will be added to the overtime list at management discretion. The new employee will start with an average total hours on overtime.

At year's end, the overtime list shall stay in the same order but all total hours offered will go back to zero (0).

(B) For Operational Personnel, to determine all operational overtime, (including Holidays) the first employee on the overtime list shall be called, continuing down the list until the position is filled. Employees will be charged for accepting or refusing that overtime. (Refusing shall be defined as a no answer, not home or actual refusal.) Employees that are charged for accepting or refusing overtime will be moved to their proper order on the overtime list by the total number of hours offered once filled.

There will be no waiting time for an employee to respond before contacting the next available employee on the list for sick leave calls only. If the previously contacted employee responds back to take the overtime before the overtime assignment is filled, that employee and any chargeable employee that is above them will be moved to their proper order on the overtime list by the total number of hours offered.

(C) For Maintenance/Press Operations/Lab Personnel, the overtime call in shall follow the process of calling those employees with the least amount of overtime worked for that current pay period. All worked hours will be charged to their offered overtime total.

VACATION:

(D) Vacation and Overtime - An employee who is on vacation as described below, on or on sick leave, or is scheduled to work the shift to be filled, will not be charged for not working that overtime shift. However, if the overtime does not fall on the actual vacation day that the employee has taken, and is within the vacation period as described above, they can still be considered to work that overtime and will not be charged unless they accept the overtime.

Definition: For purposes of overtime call in, vacation should be considered as the period of time starting at quitting time on the last scheduled work day before the vacation period, and continuing until starting time of the first scheduled work day after the vacation period. An employee must take a full vacation day to be considered on vacation.

Vacation – Short Notice: The employee wishing to take vacation on short notice, regardless of the five (5) day notice procedure as described in Article 16, Vacation Leave, shall contact the plant employee on the overtime list in the order that they appear on the overtime list. Any employee on the overtime list refusing the overtime will not be charged. The only employee to be charged would be an employee that agreed to accept the overtime, and said employee would move down the list to their new correct position on the list.

An employee may request vacation on short notice for a maximum of four (4) days per month. All normal vacation time paperwork must be completed by the employee requesting vacation, and management approval is required.

(E) LESS THAN TWO (2) HOURS CALL IN:

Employees that have less than two (2) hours call in notice to fill an overtime assignment will not be moved from the list for a refusal. Only the employee taking the overtime assignment will be charged and moved to their new place on the overtime list.

(F) PARTIAL (FOUR (4) HOURS) RELIEF:

Any employee working a twelve (12) hour shift (straight time or overtime) may cede exactly four (4) hours to a substitute employee using vacation time or forfeiting overtime, regardless of the five (5) day notice procedure, by contacting the plant employee on the overtime list in the order that they appear on 'the overtime list. Any employee on the overtime list refusing the overtime will not be charged. The only employee to be charged would be an employee that agreed to accept the overtime, and said employee would move down the list to their new correct position on the list.

An employee may request partial relief for a maximum of two (2) times per month. All normal paperwork must be completed by the employee requesting relief and approved by the Employer.

Compensatory Time: Credit for compensatory time shall be available for all full-time Employees and shall be based on the number of hours worked or the minimum credit, whichever is the greater, times one and one-half (1 ½). Employees shall have the option to request payment or credit for accumulated compensatory time at the time such payment or credit is earned except no employee shall accumulate more than eighty (80) hours compensatory time. Compensatory time shall be credited on the date it is earned, and may be used so it does not unduly disrupt the daily operations of the wastewater treatment plant. Compensatory time shall not be unreasonably denied.

ARTICLE 21. IN-SERVICESCHOOLS

Employees are responsible for obtaining all necessary contact hours associated with maintaining their wastewater treatment licensure. The city will provide training opportunities in amounts that will satisfy ½ of required contact hours annually. Employees that choose not to participate in such training opportunities are solely responsible for obtaining appropriate training for remaining hours. Reimbursement for such training may be provided by the city upon pre-approval by the Superintendent.

ARTICLE 22. UNIFORM ALLOWANCE

The Employer shall furnish and launder t-shirts, shirts, and pants in sufficient quantities as prescribed by the Director of Public Safety Service as necessary. Each employee shall receive an annual payment of four hundred and fifty dollars (\$450) for the year 2017, 2018, and 2019 contract year. Such payment shall be made in the month of January. The aforementioned uniform allowance shall be pro-rated to the date of resignation, retirement, or termination of each member. If an employee is due uniform allowance at the time of his termination of employment, the amount so due shall be paid on a pro-rated basis, based on his annual allowance and shall be added to his final payment under Article 35.

ARTICLE 23. VACATION LEAVE

Each full-time Employee of the Wastewater Treatment Plant shall have earned and will be due upon the attainment of the first year of employment and annually thereafter, eighty hours of vacation leave with full pay. Those full-time Employees of the Wastewater Treatment Plant with eight or more years of service within the City shall have earned and be entitled to 120 hours of vacation leave with full pay and those full-time Employees of the Wastewater Treatment Plant with thirteen or more years of service shall have earned and be entitled to 160 hours of vacation leave with full pay, and those full-time employees with 25 years or more years of service shall have earned and be entitled to 200 hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of six and two-thirds hours each monthly period for those entitled to 80 hours per year; ten hours each monthly period for those entitled to 120 hours per year, and thirteen and one-third hours each monthly period for those entitled to 160 hours per year, sixteen and two-thirds hours each monthly period for those entitled to 200 hours per year.

In order to utilize vacation leave, an employee must obtain approval from the Plant Superintendent or Assistant Plant Superintendent and may be subject to additional restrictions regarding the scheduling of vacation dependent upon operational needs or department restrictions. All vacation requests that require a fill-in for shifts must be submitted so that there are five (5) full days in between the day the request is in the Plant Superintendent's or Assistant Plant Superintendent's hands until the day of the actual vacation day.

When vacation leave is used, it shall be deducted from the Employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

An Employee shall not accumulate vacation leave in excess of twice his current annual vacation benefits and shall forfeit his right to take or to be paid for any vacation leave in excess thereof. Such excess leave shall be eliminated from the Employee's leave balance.

Time already served by an Employee in the City prior to the effective day of this section shall be credited to such Employee's service time for purposes of computation of vacation leave. Upon separation from the employ of the City for any reason, an Employee or his legal representative shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation to his credit at the time of separation. Upon such payment the position shall be deemed vacant.

ARTICLE 24. HOLIDAYS

Each full-time Employee of the Wastewater Treatment Plant shall, in addition to his established annual vacation period, be entitled to receive each year, eleven paid holidays, or eighty-eight (88) hours (eight (8) hours pay per holiday), as follows:

- Christmas Day
- New Years' Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Easter*
- Memorial Day

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
One-half (1/2) day before Christmas Day
One-half (1/2) day before New Year's Day

*Operators that are assigned to work a 12 hour shift on Easter Sunday will be paid 8 hours of Holiday pay in addition to their hourly wages earned for that day. Operators that do now work that day will not be paid the 8 hours of Holiday pay.

Each full-time member of the Wastewater Treatment Plant shall also be entitled to receive each year, one additional paid holiday; which additional day shall be selected by the Employee with the approval of the Division Head. This additional paid holiday may be split and combined with the one-half (1/2) day (four (4) hours) before Christmas and the one-half (1/2) day (four (4) hours) before New Year's Day. Any employee working a holiday shall be paid holiday pay plus 1 ½ times their hourly rate.

HOLIDAYS:

Holiday overtime can be filled three (3) weeks prior to the overtime date but not any earlier.

For the Thanksgiving, Christmas, and New Year holidays, management shall accept vacation requests to be submitted by a posted deadline. Overtime assignments will be made based on seniority, provided the vacation request was submitted by the deadline. Denying overtime on these holidays shall not be charged against the employee.

For vacation and holiday requests, management shall start with the earliest day requested and work forward.

ARTICLE 25. JOB RELATED MEDICAL LEAVE OF ABSENCE

The above shall be conducted under the provisions of the Workers Compensation Laws of the State of Ohio.

ARTICLE 26. SICK LEAVE

Each full-time Employee of the Wastewater Treatment Plant, shall be entitled for each completed forty (40) hours of service, to sick leave of two and three tenths (2.3) hours with pay. However, such an Employee shall not receive sick leave credit for hours of service in excess of forty hours in any one week.

When sick leave is used, it shall be deducted from the Employee's credit on the basis of one hour for every hour of absence from previously scheduled work.

Unused sick leave shall be accumulated up to 1080 hours. However, an Employee who has accumulated sick leave in excess of 960 hours at the end of any calendar year shall be given time off during the following calendar year at the rate of one hour off for each three hour period of sick leave in excess of 960 hours. Or Said Employee may opt to receive pay at the rate of straight time for their rate at the same ratio of one hour

for each three hour period of sick leave in excess of 960 hours. The option to receive monetary compensation in lieu of time off must be exercised by giving notice to the Finance Department prior to December 31 of the year in which the excess is earned.

In addition to the above sick leave benefits, a new Employee of the City shall, at the time of his appointment, be credited with 120 hours of Job related sick leave. Such job related sick leave may be used only in the Employee's first year of service and only for injuries received by the employee in the performance of his duties with the City. Any part of the Employee's job related sick leave not so used shall be forfeited and be eliminated from the Employee's sick leave balance.

Employees may use sick leave upon the approval of the Director of Public Safety-Service or the Mayor, for absence due to such Employee's personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other Employees and to illness, injury or death in the Employee's immediate family. The Director of Public Safety-Service shall require an Employee to furnish a satisfactory written statement, signed by the Employee, to justify the use of sick leave, including the job related sick leave provided for first year Employees. If medical attention is required, the Director of Public Safety-Service may require a certificate from a licensed physician stating the employee's name, the date of medical service and the required time period of partial or total incapacity to perform work. For more than three (3) days absence, said certificate from a licensed physician shall be required.

. Falsification of either the written signed statement or the physician's certificate shall be grounds for disciplinary action, including dismissal.

An Employee who transfers from the State or any of its political subdivisions to the City shall be credited with the unused balance of his accumulative sick leave up to the maximum permitted in this section providing proof of such sick leave credit is furnished in writing by the Employee's former employer.

This section does not interfere with existing unused sick leave credit in any agency or government where attendance records are maintained and credit has been given Employees for unused sick leave.

Any abuse of sick leave or the patterned use of sick leave shall be just cause for discipline or discharge.

In addition, an Employee may transfer any unused sick leave to another Employee for use by such other Employee when no further sick leave is available to such other Employee. Such transfer shall result in a deduction from the transferring Employee's sick leave accumulation on the basis of one hour for every one hour transferred. Any such transfer shall be no less than eight (8) hours.

ARTICLE 27. HEPATITIS B IMMUNIZATIONS

The City will provide employees with Hepatitis B immunizations, not currently covered by Employer's health plan, provided prior approval is received from the Director of Public Safety-Service.

ARTICLE 27A. MANDATORY DRUG AND ALCOHOL TESTING

All Employees hereunder shall be subject to a mandatory random drug and alcohol screening as further described in Exhibit "A" attached to this Agreement. The Drug and Alcohol Free Workplace Policy and any amendment made by the Employer hereinafter, shall apply for the term of this contract.

ARTICLE 28. MILITARY LEAVE, JURY DUTY, AND COURT LEAVE

(a) **MILITARY LEAVE:** The City of Rocky River supports employees' service to the uniformed services which protect our country. The City complies with federal (Uniformed Services Employment Act and Reemployment Rights Act of 1994 and the Veterans Benefits Improvement Act of 2004) and state law (ORC 5923.05) and any amendments thereto regarding military leave.

(b) **JURY DUTY:** An Employee required to be available for jury selection or service shall receive his regular daily wage for each day which would have been worked for such jury participation provided that the Employee is not exempt as an essential worker.

(c) **COURT LEAVE:** When an Employee is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant, or witness, on behalf of the city, he shall be compensated for all time relative to such incident.

ARTICLE 29. EMPLOYEE HANDBOOK

Employees agree to be bound by all provisions of the City's Employee Handbook not in conflict with any article of this Agreement.

ARTICLE 30. LONGEVITY

Each full-time Employee of the Wastewater Treatment Plant shall receive with the first pay of December of each year compensation for longevity for full-time continuous service as an Employee of any department and/or division of the City.

Each Employee with more than five full years of full-time service on December 1 of each year, shall be eligible for longevity benefits based on the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
5-6	\$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
21	\$2,100.00
22	\$2,200.00
23	\$2,300.00
24	\$2,400.00
25 to retirement	\$2,500.00

For the purpose of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of a year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible Employee with the first pay of December of each year. To be eligible for the above longevity benefits, an Employee must be on the active service payroll as of December 1 of the year. In the event however, that prior to December 1 of a year a member retires from such department or division after twenty-five (25) years or more of service or leaves such department under the disability provisions of the pension program or dies while still on the active . Service payroll of such department, then the longevity benefits shall be prorated for such period of time. Such prorated - longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such Employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

ARTICLE 31. PENSION

The City of Rocky River will pay that portion of the Employee's pension to the Public Employees Retirement System of the State of Ohio, as mandated by the State of Ohio.

ARTICLE 32. HEALTH BENEFITS

Health care Plans A and B, as they exist on January 1, 2017, shall remain the same throughout the term of this Agreement, with the following exceptions:

- The City shall pay for the first 4% of premium increase, and thereafter, the City and each employee shall share equally in the percentage of premium increase, up to 12% of total increase.
- Plan designs may be modified and/or insurers may be changed if plan costs (medical, prescription drug, and dental), jointly or separately, increase by more than 12% per year or if needed to comply with provisions of the Affordable Care Act.

Medical, Prescription & Dental Costs 2017

Plan Costs	Plan A			Plan B		
	Single	Single + 1	Family	Single	Single + 1	Family
Medical & Prescription	\$575.57	\$1,150.16	\$1,667.29	\$511.06	\$1,021.15	\$1,480.20
Dental	\$26.98	\$49.94	\$95.27	\$26.98	\$49.94	\$95.27
Total per month	\$602.55	\$1,200.10	\$1,762.56	\$538.04	\$1,071.09	\$1,575.47
Total per year	\$7,230.60	\$14,401.20	\$21,150.72	\$6,456.48	\$12,853.08	\$18,905.64

Total EE contribution per year @ 15%

\$1,084.59

\$2,160.18

\$3,172.61

\$0.00

\$0.00

EE contribution per month	\$90.38	\$180.02	\$264.38	\$0.00	\$0.00	\$0.00
2016 risk adjustment offset per month						
Adjusted EE contribution per month	\$12.15	\$25.74	\$37.01			
	\$78.23	\$154.28	\$227.37			
EE contribution per pay (26 pays/yr)	\$36.11	\$71.20	\$104.94	\$0.00	\$0.00	\$0.00
EE contribution per pay - Medical	\$34.11	\$67.69	\$98.43	\$0.00	\$0.00	\$0.00
EE contribution per pay - Dental	\$2.00	\$3.50	\$6.50	\$0.00	\$0.00	\$0.00
City contribution per year	\$6,146.01	\$12,241.02	\$17,978.11	\$6,456.48	\$12,853.08	\$18,905.64
Annualized Risk Adjustment Offset (annual)						
	-\$145.80	-\$308.88	-\$444.12			
Adjusted City contribution per year	\$6,000.21	\$11,932.14	\$17,533.99			
Voluntary Vision EE contribution per pay	\$3.53	\$6.71	\$9.86	\$3.53	\$6.71	\$9.86

During the term of this Agreement, employees shall contribute through payroll deduction for Plan A health benefits; there shall be no employee contribution for Plan B health benefits. The employee contribution for Plan A health benefits shall be a percentage of the total cost of medical, prescription drug, and dental premiums, as negotiated and established by the insurance providers and the City at the beginning of each plan year as follows: 15% for 2017, 15% for 2018, and 15% for 2019.

Effective January 1, 2014, the City shall also implement the Employed Spouse Policy which shall require spouses who are employed and eligible for group health insurance to take such coverage subject to certain conditions as stated below.

A flexible spending account shall be available to employees who desire to use such an account. The cost of maintaining such an account shall be at the City's expense.

Vision coverage shall be offered on a voluntary basis.

The parties agree that in their continued efforts to reduce hospitalization and other costs, a joint labor/management health care committee will be maintained and convened as necessary to review alternative insurance coverage plans and to make recommendations to the City. Such recommendations do not obligate either party contractually.

Should any collective bargaining agreement between the City of Rocky River and either of the two OPBA bargaining units of the City's Police Division contain a better-negotiated provision regarding the health benefits described above, the Rocky River VWWTP shall be accorded the identical health care provisions of the Police Division collective bargaining agreements.

EMPLOYED SPOUSE POLICY

Effective January 1, 2014, if your spouse is employed elsewhere and is eligible for group health insurance (medical and prescription drug) through his/her employer, your spouse must take the coverage at his/her employer unless the cost for such coverage is more than 50% of the employer's single premium.

Even though your spouse is required to enroll in his/her employer's plan, you can still have family coverage with the City of Rocky River and include your spouse, but the spouse will be covered as primary by his/her employer's plan and secondary on the City of Rocky River plan. When and if the primary coverage provides less benefit than the secondary (City) coverage, secondary (City) coverage will be applicable and the payment

will be based on the City's plan benefits and subject to any deductibles, copayments or coinsurance under the City's plan.

This policy applies to your spouse only. You can still cover your eligible child(ren) under the City of Rocky River plan. However, you should also consider whether enrolling your child(ren) dependents in your spouse's plan would be more beneficial for your family based on plan design and costs. Keep in mind that having dual coverage may be more costly and not provide you with more coverage than you would have under one plan.

If, according to this policy, your spouse elects coverage under his/her employer's plan, or if you decline the City of Rocky River coverage to become covered under your spouse's plan, and your spouse subsequently loses that coverage due to termination, layoff, etc., you and your spouse may enroll for coverage under the City of Rocky River plan as long as you notify us within 30 days of the day the other coverage ends.

If this policy is not applicable to your spouse, either because your spouse does not have medical insurance benefits or their plan exceeds the costs set forth above, you must sign the attached certification form stating the basis for the exemption under this policy. If the certification is not completed and submitted by the required date, your spouse's coverage will be terminated immediately.

If you submit false information or fail to timely advise the City of a change in your spouse's eligibility for his/her employer health insurance coverage, and such false information or such failure by you results in the City plan providing benefits to which your spouse is not entitled, you will be personally liable to the City for reimbursement of benefits and expenses, including attorneys' fees, and costs incurred by the plan, your spouse will be terminated immediately from the plan, and you will be subject to disciplinary action up to and including termination of your employment. Any amount to be reimbursed to the City, may be paid directly by you or through payroll deduction.

ARTICLE 33. DEATH BENEFIT

For 2017, each full-time member of the Wastewater Treatment Plant shall be entitled to a death benefit of twenty-five thousand dollars (\$25,000), which benefit shall be payable to such Employee's named beneficiary. Starting in 2018, the death benefit shall increase to fifty thousand dollars (\$50,000). Such death benefit shall be payable in addition to any termination pay which may be payable to such beneficiary of such full-time Employee, or in the event no beneficiary is named then such sum shall be distributed in accordance with the statute of descent and distribution then in effect in the State of Ohio.

ARTICLE 34. PRINTING AND SUPPLYING AGREEMENT

A copy of this Agreement shall be furnished by the Employer to each Employee of the Wastewater Treatment Plant in a folder or binder and at no cost to said Employee.

ARTICLE 35. COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT, LAY OFF, OR DEATH

As determined by the Finance Department, an Employee who resigns, retires, is dismissed or laid off is eligible and shall be compensated accordingly for all his accumulated overtime, holiday time, vacation time and termination pay, and such full-time employees with at least five (5) years of service with the City who resigns, retires, or is dismissed other than for cause or lay off shall also be compensated for unused sick time at his current rate of pay, whatever regular salary is due and payable. In the event of death of an Employee, such prorated benefits shall be payable in a lump sum within thirty (30) days

after the death of such Employee and shall be paid to such member or surviving spouse, dependent children or the estate. The provision regarding the five (5) year period for vesting for unused sick time shall apply only to new employees hired on or after January 1, 2014All of said accumulated overtime, compensatory time, holiday time, vacation time and termination pay which is based on unused sick time shall be paid within sixty (60) days from the retiring member's notice of such retirement to the City.

ARTICLE 36. STRIKES AND LOCKOUTS

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

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

- {b) The City shall not lock out any employee for the duration of this Agreement.

ARTICLE 37. DURATION OF AGREEMENT

This Agreement shall be effective as of the 1" day of January, 2017 and shall remain in full force and effect until the 31st day of December, 2019.

ARTICLE 38. APPENDICES AND AMENDMENTS

All appendices and amendments of this Agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE 39. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE 40. DIRECT DEPOSIT

Direct deposit of earnings is a benefit to employees. Employees must complete an authorization form in writing to the Director of Finance. Employees shall allow the employer a reasonable time to process any initial participation. Participation will apply to all compensation due to the employee and will be

processed as a single transaction based on information contained in the authorization form.
Employees will be paid on a bi-weekly basis.

ARTICLE 41. PERFORMANCE DEVELOPMENT PROGRAM

Performance evaluations shall be done at least annually for every employee of the Wastewater Treatment Plant. All such evaluations shall be done by the Assistant Superintendent and the Superintendent except that the Superintendent shall evaluate the Assistant Superintendent, Clerk/Lab Technician Assistant and the Director of Public Safety-Service shall evaluate the Superintendent.

ARTICLE 42. LOCKABLE FILE CABINET

The City will provide a lockable filing cabinet to be used for documents and Union paperwork, contracts, grievance forms, etc.

ROCKY RIVER WASTEWATER
EMPLOYEES' UNION

By: _____
Gary M. Tiboni, President

By: _____
John M. Fortesque, Sec. Treasurer

By: _____
Christopher Pavone, Vice President/ Business Agent

CITY OF ROCKY RIVER, OHIO

By: _____
Pamela E. Bobst, Mayor

Date: _____

APPROVED AS TO FORM:

David J. Matty, Special Council

Exhibit A

CITY OF ROCKY RIVER
DRUG AND ALCOHOL FREE WORKPLACE POLICY

POLICY STATEMENT

The City of Rocky River is committed to preserving a safe work environment for all employees of the City by maintaining a workplace free from the presence or influence of drugs and alcohol. It is recognized that drugs and alcohol impair an employee's ability to perform work in a safe and productive manner.

This policy applies to full-time and part-time employees, elected officials, management, contractors, subcontractors, and volunteers. All such individuals will be referred to as "employees" for the purposes of this policy.

EMPLOYEES IN THE SERVICE DIVISION REQUIRED TO HAVE A COMMERCIAL DRIVER'S LICENSE ARE SUBJECT TO ADDITIONAL DEPARTMENT OF TRANSPORTATION TESTING REQUIREMENTS, WHICH WILL BE NOTED AS DOT REQUIREMENTS IN BOLD PRINT.

The City prohibits behaviors on the part of employees that relate to substance use, such as:

- a. Use of illegal drugs
- b. Misuse of alcohol
- c. Sale, purchase, transfer, trafficking, use or possession of any illegal drugs or drug paraphernalia
- d. Behavior at work which creates a reasonable suspicion of alcohol or illegal substance abuse.
- e. Illegal or misuse use of prescription or over-the-counter drugs

Prescription and over-the-counter drugs are do not violate this policy when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees, or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, request change of duty, notify supervisor) to avoid unsafe workplace practices.

The Director of Public Safety/Service and the Director of Human Resources are the Designated Employer Representatives of this policy, to give employees a confidential contact to answer questions and to provide explanations about the policy.

Protections for Employees

- a. Employee records, for example, results and referrals for help, will be kept confidential and on a need-to-know basis.
- b. The City strongly encourages employees to seek treatment for substance use. Employees who come forward voluntarily to identify that they have a substance problem will receive support and assistance through the City's Employee Assistance Program. However, if an employee has a substance problem and does not come forward, and then tests positive for drug or alcohol in violation of this policy, the City reserves the right to terminate employment for violation of the work rule.
- c. Supervisors will be trained to recognize substance problems that may violate this Policy, and how to make referrals for help.

- d. Collection of urine specimens and breath testing will be done at a local clinic, and urine drug test specimens will be analyzed by a laboratory certified by the Federal government. The City will also utilize the services of a Medical Review Officer, a physician trained to determine whether there is a valid reason for the presence of the substance in the employee's system.
- e. Testing will consist of an initial screening test, and if the test is positive, a confirmatory test evaluated against cut-off levels established by federal guidelines.

WHEN TESTS WILL OCCUR

Employees will be tested for the presence of drugs in the urine and/or alcohol on the breath under any and/or all of the conditions outlined below:

- a. POST-OFFER, PRE-EMPLOYMENT MEDICAL EXAMINATION AND DRUG TESTING are conducted on **all** candidates for full-time positions in the Fire and Police Divisions; pre-employment drug testing is conducted on all candidates for full-time positions in the VWTP.

DOT REQUIREMENT:

POST-OFFER, PRE-EMPLOYMENT DRUG TESTING IS CONDUCTED ON ALL FULL AND PART-TIME CANDIDATES FOR THE SERVICE DIVISION. A MEDICAL EXAM IS REQUIRED IF NOT ALREADY COMPLETED AS PART OF THE CDL MEDICAL CERTIFICATION.

THE CITY WILL REQUEST DRUG AND ALCOHOL TEST INFORMATION FROM DOT-COVERED EMPLOYMENT FOR THE THREE YEARS PRIOR TO EMPLOYMENT WITH THE CITY OF ROCKY RIVER WHEN AN EMPLOYEE IS APPLYING FOR A POSITION REQUIRING A CDL LICENSE.

Note – no alcohol testing is done pre-employment.

- b. REASONABLE SUSPICION – testing may be for drugs or alcohol or both, based upon -
 - 1) Observed behavior
 - 2) Pattern of abnormal conduct or erratic behavior
 - 3) Arrest or conviction for a drug or alcohol-related offense, or identification of an employee as the focus of a drug-related investigation. The employee is responsible for notification of the City, within five working days, of any drug-related convictions.
 - 4) Information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use;
 - 5) Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty, but mere “hunches” are not sufficient to justify testing. Therefore, supervisors will be trained to recognize drug and alcohol-related signs and symptoms.

- c. POST-ACCIDENT TESTING

Post-accident testing will be conducted whenever an accident occurs which meets the definition of an accident resulting in the conditions listed below.

An accident is an unplanned, unexpected, unintended event that occurs:

- 1) On City property, or
- 2) During the conduct of City business, or
- 3) During working hours, or
- 4) Involving a City vehicle, or

5) Within the scope of employment

Testing will be conducted for accidents which result in any of the following:

- 1) A fatality of anyone involved in the accident
- 2) Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment
- 3) Damage to vehicles, property or equipment in apparent excess of \$500.

DOT REQUIREMENT:

DOT TESTING WILL BE CONDUCTED FOR ACCIDENTS WHICH RESULT IN ANY OF THE ABOVE PLUS THE FOLLOWING:
4) VEHICLE IS TOWED FROM THE SCENE OF THE ACCIDENT

Any employee who may have contributed to the accident will be tested for drugs or alcohol or both.

Urine specimen collection for drugs will occur within 32 hours of an accident. Breath/saliva testing for alcohol will occur within 8 hours of an accident.

The employee responsible for the accident must grant the City the right to request that attending medical personnel obtain appropriate specimens for the purpose of alcohol and/or drug testing. Further, all employees grant the City access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work-related accident including a full medical report from the examining physician(s) or other health care providers. Management reserves the right to determine who may have caused or contributed to a work-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

d. FOLLOW-UP TESTING AFTER RETURN-TO-DUTY FROM ASSESSMENT OR TREATMENT

An employee who tests positive, and is assessed and treated for drug/alcohol use, is required to submit a negative return-to-duty test before being allowed to return to work. If the employee fails the test, employment will be terminated.

If the employee passes the return-to-duty test and returns to work, additional unannounced follow-up tests will be required. If a second positive test occurs, employment will be terminated. The intent is to deter any subsequent usage that would violate this Policy and result in termination of employment.

Follow-up testing will be for a two-year period, with the first year at the direction of the Substance Abuse Professional, and a minimum of four tests in that year. Follow-up testing is in addition to any random, reasonable suspicion, or post-accident testing.

DOT REQUIREMENT:

DOT FOLLOW-UP RANDOM TESTING WILL BE FOR A TWO-YEAR PERIOD, WITH THE FIRST YEAR AT THE DIRECTION OF THE SUBSTANCE ABUSE PROFESSIONAL, AND A MINIMUM OF SIX TESTS IN THAT YEAR.

e. RANDOM TESTING
Police & Fire Divisions

Random testing for the Police and Fire Divisions is under review and not yet finalized.

Wastewater Treatment Plant

Each employee of the Wastewater Treatment Plant will be tested randomly for drugs and alcohol at least annually.

Service Division

DOT REQUIREMENT:

DOT REQUIRES UNANNOUNCED RANDOM TESTING FOR DRUGS AND ALCOHOL. THE CITY'S DESIGNATED COLLECTION FACILITY WILL UTILIZE OBJECTIVE COMPUTER SOFTWARE THAT ENSURES A TRULY RANDOM SELECTION PROCESS IN WHICH ALL EMPLOYEES IN THE TESTING POOL HAVE AN EQUAL STATISTICAL LIKELIHOOD OF BEING SELECTED FOR TESTING. AT ANY GIVEN DRAW, ALL EMPLOYEES ARE AGAIN INCLUDED IN THE POOL WITH AN EQUAL CHANCE OF SELECTION, REGARDLESS OF ANY PREVIOUS SELECTION. DOT REQUIRES THAT 50% OF THE AVERAGE NUMBER OF COVERED EMPLOYEES WILL BE TESTED FOR DRUGS AND 10% OF THE AVERAGE NUMBER OF COVERED EMPLOYEES WILL BE TESTED FOR ALCOHOL ANNUALLY. THE CITY WILL MEET OR EXCEED THESE REQUIREMENTS AT ITS DISCRETION.

AN EMPLOYEE NOTIFIED FOR RANDOM TESTING SHALL REMAIN IN THE SERVICE GARAGE LOBBY AFTER BEING NOTIFIED. A REFUSAL TO SUBMIT TO A RANDOM TEST OR CONDUCT WHICH DOES NOT LEAD TO A COLLECTION AS SOON AS POSSIBLE SHALL SUBJECT THE EMPLOYEE TO DISQUALIFICATION AND DISCIPLINE UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

AN EMPLOYEE WHO IS NOT AVAILABLE (I.E, ON VACATION, ABSENT, ETC.) SHALL BE TESTED ON THE NEXT WORK DAY.

The City will pay for any pre-employment, post-accident and/or random tests; the employee will pay for any return-to-duty and follow-up testing in addition to any additional treatment recommended by the Employee Assessment Program (EAP).

SUBSTANCES TO BE TESTED

Alcohol

Amphetamines, methamphetamines, methylenedioxymethamphetamine (MDMA)
Cocaine metabolites (including crack cocaine)
Marijuana metabolites
Opiate metabolites (codeine, heroin, morphine)
Phencyclidine (PCP, "angel dust")

The City reserves the right to add or delete substances to be tested, especially if mandated by Federal, State, or local regulations or law.

SPECIMEN COLLECTION PROCEDURE

Urine specimen and breath testing will be conducted by trained collection personnel who meet applicable standards. Confidentiality is required from our collection sites and labs. Insofar as possible, employees will be afforded individual privacy.

Failure to appear for testing when scheduled will be considered a refusal to participate in testing, and will result in disciplinary action up to and including termination of employment.

REFUSAL TO TEST / ALTERED TEST

A refusal to produce/provide a specimen is considered a positive test unless a verifiable medical reason exists that the specimen could not be produced.

An employee who adulterates, attempts to adulterate or substitutes a specimen or otherwise manipulates the testing process will be terminated.

METHODS OF TESTING

Qualified testing professionals rely on “systems presence testing,” which means identifying the presence of one or more prohibited controlled substances or alcohol that may be present. The process is as follows:

- 1) Initial screening test
 If negative – negative test declared
- 2) If positive (higher than cut-off level) – confirmatory test is conducted which is 100% accurate

The cut-off levels for drugs are standards that have been established for each drug after years of research. The cut-off level for alcohol is a breath concentration greater than .04.

DOT REQUIREMENT:

THE DOT CUT-OFF LEVEL IS A BREATH CONCENTRATION OF .02 OR GREATER.

REPORTING OF RESULTS

The testing laboratory will send a detailed report to the Medical Review Officer (MRO), listing each substance tested and the result of the testing. The MRO will review the test results, and provide a summary report to the City, indicating that the employee passed or failed the test.

REVIEW OF TEST RESULTS

To ensure that every employee tested is treated fairly, the MRO will review any positive test results and all DOT test results for verification. The MRO is a doctor with specialized knowledge of substance abuse disorders and will be able to determine whether there are any valid reasons for the presence of the controlled substance in the employee’s system.

POSITIVE TEST RESULTS

Employees who are found to have a confirmed positive drug test or breath concentration for alcohol of greater than .04, will (1) be removed from any job duties, (2) be referred to the City’s contractual Employee Assistance Professional (EAP) for review, and (3) be directed by the EAP to a Substance Abuse Professional (SAP) for evaluation, and (4) be required to complete a program of treatment if recommended by the SAP.

DOT REQUIREMENT:

IF THE BREATH CONCENTRATION OF ALCOHOL IS .02 OR GREATER, BUT LESS THAN .04, THE EMPLOYEE WILL NOT BE PERMITTED TO PERFORM ANY SAFETY-SENSITIVE FUNCTIONS FOR 24 HOURS, AND WILL THEN BE REFERRED TO THE CITY’S EAP FOR ASSESSMENT.

Return-to-duty and follow-up testing will be conducted as described above. However, if the employee fails to respond to treatment and job performance continues to be affected, disciplinary action will be implemented up to and including termination of employment.

An employee who tests positive the second time will be subject to disciplinary action up to and including termination of employment without any referral for rehabilitation.

An employee who participates in a rehabilitation program shall be allowed to use paid leave (accrued sick, vacation, or compensatory time) for the period of rehabilitation. If no such leave is available, the employee may be placed on an unpaid leave of absence.

EMPLOYEE RIGHTS WHEN A TEST IS POSITIVE

An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO before any results are issued to the City. The MRO will contact the employee, inform the employee of the positive finding, and give the employee an opportunity to explain or rebut the findings. The MRO can request recent (within 30 days) medical history and medication information on the employee. The employee may be asked to provide documentation supporting the use of the controlled substance. Inability to provide the appropriate documentation will be considered a positive test. If the employee fails to contact the MRO as instructed, a positive test will also be reported.

The MRO will also offer the employee who tests positive the opportunity to have the secondary sample – the Split – tested at another laboratory. Such costs shall be borne by the employee. The request for testing of a second specimen must be made within 72 hours of being notified by the MRO of a positive result.

STORAGE OF TEST RESULTS AND RIGHT TO REVIEW TEST RESULTS

All records of drug/alcohol testing will be stored separately from the employee's general employment documents, and maintained under lock and key at all times. Access is limited to designated City officials charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may result in termination of employment.

The information contained in these files shall be utilized only to properly administer this Policy and to provide to certifying agencies for review as required by law.

Any employees tested under this Policy have the right to review and/or receive a copy of their own test results. Requests must be made in writing to the Director of Human Resources. The City will promptly comply with this request and will issue a copy of the test results to the employee personally.

TERMINATION NOTICES

If substance testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination will be deemed "for cause."

DOT REQUIREMENT:

TERMINATED EMPLOYEES WILL RECEIVE A LISTING OF SAP'S IN THE AREA AND ARE ENCOURAGED TO SEEK TREATMENT.