

FIRST READING: 12.9.19

SECOND READING: 12.16.19

THIRD READING: _____

ORDINANCE NO. 106-19

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, 2020 through December 31, 2022; 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

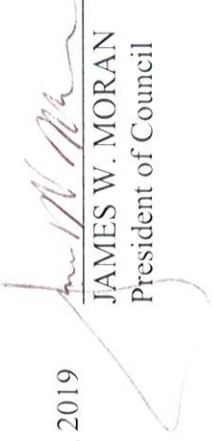
WHEREAS: It is the opinion of the Administration and Council of the City of Rocky River that said Agreement is in the best interests of the City and shall be adopted.

**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: December 16th, 2019


JAMES W. MORAN
President of Council

PRESENTED
TO MAYOR: December 16th, 2019

APPROVED: December 16th, 2019

I, the undersigned, do hereby certify that this Ordinance was duly passed and approved by the Council of the City of Rocky River, Ohio, on the 16th day of December, 2019.


SUSAN G. PEASE
Mayor


PAMELA E. BOBST
Mayor


Susan
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TEAMSTERS LOCAL UNION 436 –
ROCKY RIVER WASTEWATER
TREATMENT PLANT

AND

THE CITY OF ROCKY RIVER

CONTRACT FOR 2020-2022

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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:

Crew Leader of Operations
Crew Leader of Maintenance
Instrumentation Maintenance Tech.
Operator I, II, III
Maintenance Mechanic I, II, III
Lab Technician
Attendants

- (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 six (6) months from the date of hire. At the Superintendent's discretion, up to an additional six months of probation may be added in order to provide further evaluation of said employee's work performance if he/she is not meeting the training goals set forth by the employer. 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/**Asst.** 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 grievance.

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 VWTP.

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 the department where the vacancy or new position exists. After six (6) months, new-hire probationary employees may be considered along with existing bargaining unit employees for consideration to fill a vacancy or new job. When a vacancy occurs or a new job is created, the Employer will post such vacancy or job for a period of ten (10) work days. After interviewing the employees on the bid sheet at the conclusion of the posting period, the Employer shall make its selection based on skill and ability, work, performance, attendance seniority, as long as the full-time employee has not posted for and received a promotion or job transfer within the prior six (6) month period. A Union representative shall be permitted to attend all interviews of potential candidates for filling a job posting. However, after the interview process, should the Employer decide no one interviewed is qualified for the position based on skill and ability, the Employer has the right to hire an individual outside of the Union. All job descriptions, specific expectations, requirements and qualifications for a vacancy or new job shall be posted at least ten (10) days prior to the occurrence of such a new job or vacancy. Any existing employee promoted or assigned a new job classification, shall serve a probationary period of ninety (90) days.

All job bids must be awarded no more than twenty-one (21) calendar days after the bid is taken down, and successful bidders must be moved to the bid job no longer than fourteen (14) calendar days after the bid is awarded.

Should a job position be eliminated and the employee in the eliminated position be assigned to a new job position, which provides a lower pay scale than the employee's previous position, the wage rate for such employee shall not be affected, as that employee will retain the higher wage rate and seniority.

ARTICLE 18. SALARIES AND HOURLY RATES

Employees' wages shall be as set forth below for January 1, 2020 to December 31, 2022.

The hourly rates shall be as follows:

	1-1-2020	1-1-2021	1-1-2022
<u>Crew Leader of Operations and Crew Leader of Maintenance</u>			
Probationary Rate	\$30.37	\$31.21	\$32.06
<u>Operators and Press Operators</u>			
III			
Probationary Rate	\$28.93	\$29.72	\$30.54
	\$27.84	\$28.60	\$29.39
II			
Probationary Rate	\$27.59	\$28.35	\$29.13
	\$26.52	\$27.25	\$28.00
I-after 1 year			
Probationary Rate	\$26.41	\$27.14	\$27.89
	\$22.99	\$23.62	\$24.27
<u>Maintenance Mechanic</u>			
III – after 60 months	\$29.27	\$30.08	\$30.91
II – after 36 months	\$27.99	\$28.76	\$29.55
I – after 12 months	\$26.57	\$27.30	\$28.05
Probationary Rate	\$23.23	\$23.87	\$24.52
<u>Instrumentation Maint. Tech.</u>			
Probationary Rate	\$29.27	\$30.08	\$30.91
	\$26.90	\$27.64	\$28.40
<u>Lab Technician</u>			
Probationary Rate	\$29.89	\$30.71	\$31.56
	\$26.54	\$27.27	\$28.02

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 cent (\$.75) premium over an employee's hourly-rate set forth hereinafter including any Employee who temporarily works on said shift
- (B) Operators assigned to run the belt press shall be paid an additional fifty cents (\$.50) over an employee's hourly-rate for all hours assigned to this position.
- (C) Lab Technicians shall be paid an additional fifty cents (\$.50) over their base hourly rate for their Class II or Class III licensure.

(D) All employees in the job classification 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

Any qualified employee who serves in the position of Crew Leader of Maintenance 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.

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.

(D) If the employee is not eligible for a 12 hour shift, the shift shall be divided by the following: 7AM to 3PM and 3PM to 7PM or 7PM to 11PM and 11PM to 7AM.

VACATION:

(D) Vacation and Overtime - An employee who is on vacation as described below, or on sick leave, or is scheduled to work the shift to be filled, will not be charged for not working that overtime shift. For these purposes, sick leave shall be considered from the time an employee notifies the department head of the beginning of their sick leave until the time they return to a normally scheduled 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. The union steward will receive compensatory time if requested to be present during meetings with the Employer not during their normal work hours.

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 provide eight hundred dollars (\$800) uniform allowance for the year 2020, 2021, and 2022. 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.

The Superintendent will provide a dress code for the corresponding work environment.

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.

Beginning in the contract year 2021, those full-time employees of the Rocky River Wastewater Treatment Plant upon the attainment of the employment anniversary stated below and annually thereafter shall earn vacation leave with full pay as follows:

- One year anniversary (1-4 years) – 80 hours
- Five year anniversary (5-9 years) – 120 hours
- Ten year anniversary (10-24 years) – 160 hours
- Twenty-five year anniversary (25+ years) – 200 hours

Such vacation leave shall accrue to the employee at the rate of 6.67 hours each monthly period for those entitled to 80 hours per year; 10.00 hours each monthly period for those entitled to 120 hours per year; 13.33 hours each monthly period for those entitled to 160 hours per year; and 16.66 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 the H.S.A., as they exist on January 1, 2020, 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 2020

Plan Costs	Plan A			H.S.A.	
	Single	Single + 1	Family	Single	Family
Medical & Prescription	\$710.46	\$1,419.72	\$2,058.03	\$532.85	\$1,543.52
Dental	\$27.81	\$51.49	\$98.21	\$27.81	\$98.21
Total per month	\$738.27	\$1,471.21	\$2,156.24	\$560.66	\$1,641.73
Total per year	\$8,859.24	\$17,654.52	\$25,874.88	\$6,727.92	\$19,700.76
Total EE contribution per year @ 15%					
EE contribution per month	\$1,328.89	\$2,648.18	\$3,881.23	\$0.00	\$0.00
	\$110.74	\$220.68	\$323.44	\$0.00	\$0.00
2020 risk adjustment offset per month	\$19.98	\$41.90	\$66.05		
Adjusted EE contribution per month	\$90.76	\$178.78	\$257.39		
EE contribution per pay (26 pays/yr)	\$41.89	\$82.51	\$122.04	\$0.00	\$0.00
EE contribution per pay - Medical	\$38.89	\$77.25	\$112.28	\$0.00	\$0.00
EE contribution per pay - Dental	\$3.00	\$5.25	\$9.75	\$0.00	\$0.00
City contribution per year	\$7,530.35	\$15,006.34	\$21,993.65	\$6,727.92	\$19,700.76
Annualized Risk Adjustment Offset (annual)	-\$239.76	-\$502.80	-\$792.60		
Adjusted City contribution per year	\$7,290.59	\$14,503.54	\$21,201.05		
Voluntary Vision EE contribution per pay	\$3.83	\$7.29	\$10.72	\$3.83	\$10.72

During the term of this Agreement, employees shall contribute through payroll deduction for Plan A health benefits; there shall be no employee contribution for the H.S.A. 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 2020, 15% for 2021, and 15% for 2022.

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 VWTP 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

Each full-time member of the Wastewater Treatment Plant shall be entitled to a death benefit of fifty thousand dollars (\$50,000.00) which benefit shall be payable to such Employee's named beneficiary. 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, 2014. All 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 1st day of January, 2020 and shall remain in full force and effect until the 31st day of December, 2022.

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: _____

John M. Fortesque, President

By: _____

Dennis Kashi, Sec. Treasurer

By: _____

Sal Alioto Business Agent

CITY OF ROCKY RIVER, OHIO

By: _____

Pamela E. Bobst, Mayor

Date: _____

APPROVED AS TO FORM:

David J. Matty, Special Counsel

Exhibit A

CITY OF ROCKY RIVER
DRUG AND ALCOHOL FREE WORKPLACE POLICY

EXHIBIT A

City of Rocky River, Ohio Alcohol and Drug Testing Policy

Human Resources Department
Updated October 2019



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DRUG AND ALCOHOL FREE WORKPLACE POLICY

I. PURPOSE

While misuse of alcohol and drugs among employees is the exception rather than the rule, the City is concerned over the growing issue of substance abuse in society and acknowledges the devastating impact of such abuse on the safety, health and efficiency of its workforce and those it serves. Alcohol and drug use can impair thinking and reasoning and may lead to behaviors that bring the user into severe conflict with their work environment. While the City has no intention of unreasonably intruding into the off-duty lives of its employees, it is necessary to establish policies and procedures for dealing with use and/or misuse of alcohol and/or drugs/controlled substances that may affect the workplace, thereby preventing potentially serious consequences to the public and employees.

II. 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. This policy will provide one rehabilitative effort for each employee during their career with the City of Rocky River, Ohio. If a second positive test occurs within in this time frame, employment will be terminated. The intent of this policy is rehabilitative and to deter any subsequent usage that would violate this Policy and result in termination of employment.

III. WHO IS COVERED BY THIS POLICY

All City of Rocky River employees are covered by this policy and are referred to as "covered employees". Those employees who operate city vehicles, any electrical/gas powered equipment, and in safety sensitive positions are included as well. However, not all requirements of this policy apply to all covered employees. Employees who are required to maintain a CDL for the performance of their job duties have stricter requirements than most other covered employees. Therefore, not all provisions of this policy apply equally to all covered employees. CDL holders are always considered covered employees under this policy, but where their terms differ from other covered employees, they will be referred to as CDL holders.

All employees will be provided a copy of this policy at orientation and this policy will be available on the City's website.

IV. PROTECTION FOR ALL COVERED EMPLOYEES

- Employee records, for example, results and referrals for help, will be kept confidential and on a need-to-know basis.
- 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.
- Supervisors will be trained to recognize substance problems that may

violate this Policy, and how to make referrals for help.

- Collection of urine specimens and breath testing will be done securely on site or 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.
- 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.
- This policy will provide one rehabilitative effort for each employee during his/her career with The City of Rocky River, Ohio. If a second positive test occurs within this time frame, employment will be terminated.
- Any testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee.

V. PROHIBITIONS

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

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

A. Alcohol- All Covered Employees

- Covered employees are prohibited from reporting for duty or remaining on duty when their ability to perform assigned functions is adversely affected by alcohol or when their blood alcohol concentration is 0.04 or greater.¹
- Covered employees are prohibited from possessing or using alcohol while on duty.
- Covered employees are prohibited from using alcohol during the hours that they are receiving stand-by pay.
- Covered employees are prohibited from operating a City vehicle while the employee possesses alcohol. Covered employees are prohibited from returning to duty until they have successfully passed a return to duty test.

B. Alcohol – CDL Holders

In addition to the above:

- CDL holders are prohibited from having used alcohol within four (4) hours of reporting for duty. Employees are cautioned that refraining from alcohol for four (4) hours before reporting for duty may not result in a negative test.

¹ Note: Alcohol levels are affected by the amount of alcohol consumed, physical characteristics of the employee, and the employee's rate of metabolizing alcohol which has been consumed.

- CDL holders are prohibited from performing safety-sensitive functions for 24 hours following an alcohol test result indicating an alcohol concentration of greater than 0.001 but less than 0.04.
 - CDL holders are prohibited from possessing or using medication containing alcohol while on duty. CDL holders that test positive for alcohol will be removed from their position, and be subject to provisions of this Policy, even if the reason for the positive alcohol test is the fact that the employee's prescription medication contains alcohol.
- C. Drugs/Controlled Substances – All Covered Employees**
- Covered employees are prohibited from reporting for duty or remaining on duty when the covered employee uses or is under the influence of any drugs/controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his/her duties.
 - Covered employees are prohibited from reporting for duty or remaining on duty if the covered employee tests positive for drugs/controlled substances.
 - Covered employees are prohibited from returning to duty until they have successfully passed a return to duty test.

D. Drugs/Controlled Substances – CDL Holders

In addition to the above:

- CDL holders are prohibited from reporting for duty, remaining on duty, and/or performing safety-sensitive functions following a positive test for drugs/ controlled substances.
- CDL holders are prohibited from refusing to submit to a pre-employment, post-accident, random, reasonable suspicion, return-to-duty, or follow-up tests.

VI. OTHER PROHIBITIONS AND REQUIREMENTS

A. All Covered Employees

- Covered employees are required, if reasonable suspicion exists, to provide access to City owned vehicles, tool boxes, lockers, desks, and/or other City equipment.
- Covered employees are prohibited from obstructing or interfering with the administration of any alcohol or drug/controlled substances test.
- Covered employees are prohibited from engaging in the unlawful manufacture, sale or attempted sale, distribution, dispensing, possession or use of alcohol, drugs/controlled substance, and/or drug paraphernalia in the workplace.
- Finally, covered employees are required to notify their supervisor if they are taking any legally prescribed or non-prescription drugs/controlled substances that may adversely impact their ability to perform their job duties in a safe and efficient manner.

B. CDL Holders

In addition to the above:

- CDL holders must immediately report to their Department Head or the H.R. Director any arrest and/or conviction for operating a vehicle under the influence of alcohol, drugs/controlled substances, or any combination thereof.
- CDL holders must immediately report to their Department Head or the H.R. Director any conviction for a violation of a criminal drug statute.

- CDL holders must immediately report to their Department Head or the H.R. Director if they are taking any legally prescribed or non-prescription drug/controlled substance which contains any amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication.

Prescription and over-the-counter drugs do not violate this policy when taken in standard dosage and/or according to a physician's prescription. Any covered 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 and are to give employees a confidential contact to answer questions and to provide explanations about the policy.

VII. SUBSTANCES TO BE TESTED

- Alcohol
- Amphetamines, methamphetamines, methylenedioxymethamphetamine (MDMA)
- Cocaine metabolites (including crack cocaine)
- Marijuana metabolites
- Opioids (codeine, heroin, morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone)
- Phencyclidine (PCP, "angel dust")

The following are the limits of each drug tested by the medical facility:

- Amphetamines 250 NG/ML
- Cocaine 150 NG/ML
- Marijuana Metabolite 50 NG/ML
- Opioids/Opiates 2000 NG/ML
- Phencyclidine 25 NG/ML

Please note masking agents, pH Levels, Creatinine, and Nitrates are testing in the drug sample to see if the drug screen has been diluted in any way by the employee being tested.

The City of Rocky River, Ohio reserves right to add or delete substances to be tested only if mandated by Federal or State regulations. All other changes must be negotiated in good faith. Moreover, when the city has determined the need for a new drug testing agency, the safety divisions will be presented with biographies of the companies. Their input will be considered in the final selection of the new testing agency.

VIII. TYPES OF TESTING

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. Moreover, all union employees shall be entitled to the presence of a union representative before testing is administered.

A. Pre-Employment and Post-Offer Testing – All Covered Employees²

Any candidate or employee may be subject to testing prior to appointment into any City position.

The City of Rocky River shall notify an applicant/covered employee of the results of a pre-employment drugs/controlled substances test conducted under this part, if the applicant/covered employee requests such results within 60 calendar days of being notified of the disposition of the employment application.

B. Pre-Employment and Post-Offer Testing—CDL Holders

Prior to appointment to a CDL holder position, any candidate selected for a position that requires a CDL shall undergo testing for drugs/controlled substances, as outlined in this policy. No alcohol testing is done for pre-employment tests. The results of test shall be negative (meaning a verified negative result for drugs/controlled substances). If the test does not meet this standard, the candidate shall be disqualified from further consideration for the position(s). In addition, if the result was positive, the candidate will not be considered for any CDL holder position for a period of 12 months from the date of the positive test. If a confirmed result is not possible due to a diluted sample, the candidate will not be considered for the immediate position but may apply for future CDL holder positions without restriction.

Candidates for a position requiring possession of a CDL shall, at the request of the City, provide written authorization for previous employers to release to the City any and all test results three years prior to employment and have been administered in accordance with the FHWA's (Federal Highway Administration) Rules and Regulations concerning alcohol and/or drugs/controlled substances, including records of the individual's refusal to test.

The Human Resources Director, or designee, shall verify the information, obtain proof that the candidate has completed a rehabilitation program and the return-to-duty test requirements, and shall furnish the information to the manager or supervisor involved. No manager or supervisor shall allow a CDL holder to drive if s/he knows the individual has tested positive and has not been recertified and tested negative in return-to-duty testing.

C. Random Testing – All Covered Employees

Employees will report to a designated site for the random drug test. 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

² POST-OFFER, PRE-EMPLOYMENT MEDICAL EXAMINATION AND DRUG TESTING are conducted on all candidates for full-time positions in the Fire and Police Divisions

selection, regardless of any previous selection. The city reserves the right to randomly test employees not to exceed 50% of the employee count in a particular department per calendar year.

Names will be chosen by the medical provider. The Human Resource Director will be notified the day before the test date and will notify the department director 15 minutes prior to the test to provide the chosen names. The total number of employees per department per random test are as follows:

- Service and Wastewater – Up to three (3) names will be chosen with up to three (3) backup names
- Fire – Up to two (2) names will be chosen with up to two (2) backup names

An employee who is not available (i.e. vacation, absent, etc.) shall be tested on the next work day. He/She shall be sent to the nearest testing facility on company time accompanied by a supervisor. The Service, Fire and Wastewater Departments will be randomly tested in house. Finally, if the those employees of the fire department (who were picked for random drug testing, including the back-up names, that particular drug testing day) are on a paramedic call, the random test will be cancelled and the employer will ask for a new test date with new names before the end of the month.

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.

D. Random Testing – CDL Holders only

In accordance with Drug Free Workplace Act of 1988 and the Transportation Employee Testing Act of 1991, the City conducts regular random testing of all CDL holders. The City will randomly test no less than 10% of the average number of occupied City CDL positions for alcohol each year. The City will randomly test no less than 50% of the average number of occupied City CDL positions for drugs/controlled substances each year. This rate may be adjusted in order to maintain the minimum annual percentage determined by the Federal Highway Administration Administrator. These percentages for testing will be reviewed annually and adjusted as per the direction of the Federal Department of Transportation and the Federal Motor Carrier Safety Administration (FMCSA).

Random alcohol and drugs/controlled substances tests shall be unannounced and shall be spread reasonably throughout the year. The selection of CDL holders for random testing, the timing and frequency of random tests, and the number of CDL holders to be tested on any given day shall be determined by the City. The selection of CDL holders for random testing shall be made by a scientifically valid method. Each CDL holder shall have an equal chance of being selected for testing each time selections are made. When randomly selected, a CDL holder may be required to submit to either an alcohol or drugs/controlled substance test, or both. A CDL holder will only be required to undergo alcohol testing just prior to, during, or just after the performance of safety sensitive functions.

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. vacation, absent, etc.) shall be tested on the next work day. He/She shall be sent to the nearest testing facility on company time accompanied by a supervisor.

E. Reasonable Suspicion – All Covered Employees

Testing may be for drugs or alcohol or both, based upon the following -

- 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.

The City has the right to order any employee to undergo an alcohol and/or a drug/controlled substances test whenever there is reasonable suspicion that the employee may be under the influence of alcohol or drugs/controlled substances while at work. Reasonable suspicion testing does not require certainty, but mere “hunches” are not sufficient to justify testing. Therefore, Department Heads will be trained by the city's employee assistance programmers to recognize drug and alcohol-related signs and symptoms. This will occur on an annual basis.

A covered employee shall promptly submit to an alcohol and/or drugs/controlled substances test when a trained supervisor/City official has a reasonable suspicion that the covered employee is in violation of or has violated the drug, alcohol or controlled substances prohibitions of this policy. This means that the trained supervisor/City official has observed behaviors at the workplace consistent with alcohol and/or drugs/controlled substances use. These observations must be made just preceding and/or during the work day that the covered employee is required to be in compliance with this policy. A trained city official from the police department will be called to conduct reasonable suspicion tests on site in a private setting.

Refusal to submit to a reasonable suspicion alcohol or drugs/controlled substance test shall be considered a positive test and deemed just cause for discipline up to and including discharge.

Alcohol—After reasonable suspicion is established, the alcohol test should be administered within two hours, but may be conducted up to 8 hours after the reasonable suspicion determination is made. An onsite sobriety test may be conducted by trained police personnel as deemed necessary for the safety of the employee and other employees in the work environment.

If the test is not administered within 2 hours, the supervisor/City official must prepare and maintain on file a statement outlining why the test was not administered within that time. If the test is not administered within eight hours, the test may not be conducted and the supervisor/City official shall record and maintain on file the reasons why the test was not conducted. A written record shall be made of the observations leading to an alcohol reasonable suspicion test and shall be signed by the trained supervisor/City official who made the observations within 24 hours of the observed behavior or before the results of the alcohol test are released, whichever is earlier.

Drugs— After reasonable suspicion is established, the drugs/controlled substances test should be administered within 24 hours after the reasonable suspicion determination is made.

If the test is not administered within 24 hours, the test may not be conducted and the supervisor/City official shall record and maintain on file the reasons why the test was not conducted. A written record shall be made of the observations leading to a drugs/controlled substances reasonable suspicion test and shall be signed by the trained supervisor/City official who made the observations within 32 hours of the observed behavior or before the results of the drugs/controlled substances test are released, whichever is earlier.

Nothing herein shall prohibit a supervisor or a City official from determining that a covered employee is unfit for duty. Nothing in this paragraph shall be used to circumvent the requirements stated in this section.

F. Reasonable Suspicion – CDL Holders Only

Please refer to the “Reasonable Suspicion – Covered Employee” section for your policy.

G. Post-Accident Testing – All Covered Employees

As a result of a violation of safety rules or carelessness, 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:

- On City property, or
- During the conduct of City business, or
- During working hours, or
- Involving a City vehicle, or
- Within the scope of employment

And:

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

- A fatality of anyone involved in the accident
- Bodily injury to the employee and/or another person that requires off-site medical attention away from the City’s place of employment
- Damage to vehicles, property or equipment
- CDL HOLDERS ONLY – Vehicle is towed from the scene of the accident

For covered employees please refer to the “Post-Accident Testing – CDL Holders Only” section for the reporting and testing criteria.

H. Post-Accident Testing – CDL Holders Only

Including the criteria above for covered employees, Federal law requires that following an accident, as defined in the glossary under Post Accident Test, a CDL holder must undergo an alcohol and drug/controlled substance test. A surviving CDL holder shall be subject to post-accident testing as soon as practicable following the accident. However, nothing herein shall be construed to require the delay of necessary medical attention or to prohibit the CDL holder from leaving the scene of the accident for the period of time necessary to obtain assistance in responding to the accident, obtain necessary medical treatment for injured people, or to obtain materials necessary to secure the accident site.

A CDL holder subject to post-accident testing shall be subject to a breath alcohol test no later than 8 hours following the accident and to a drugs/controlled substances test no later than 32 hours following the accident. A CDL holder subject to post-accident testing shall remain available for such testing. Failure to be available for testing shall be considered a positive test and deemed just cause for discipline up to and including termination.

If the alcohol test is not administered within 2 hours, the supervisor/City official must prepare and maintain on file a statement outlining why the test was not administered within that time. If the test is not administered within 8 hours, the test may not be conducted and the supervisor/City official shall record and maintain on file the reasons why the test was not conducted. If the drug/controlled substances test is not administered within 32 hours following the accident, the test may not be conducted and the supervisor/City official shall record and maintain on file the reasons why the test was not conducted.

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.

I. Return-To-Duty and Follow-Up Testing – All Covered Employees

Following a positive test for alcohol or drugs/controlled substances, as defined in the testing procedures section, a covered employee shall be evaluated by a Substance Abuse Professional (SAP) who shall determine what assistance, if any, the covered employee needs in resolving problems associated with alcohol misuse and drugs/controlled substances use.

Prior to returning to work, the employee shall be subject to return to duty testing. The covered employee shall also comply with all requirements prescribed by the SAP and shall remain in

compliance with any and all prescribed and recommended rehabilitation and/or treatment programs. The covered employee may also be subject to follow-up testing as determined by the SAP. 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. All costs associated with this process will be paid for by the employee.

Return-to-Duty Testing – All Covered Employees

If a covered employee has violated the alcohol prohibitions of this policy, s/he shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of 0.00 before returning to duty. If the covered employee has violated the drugs/controlled substances prohibitions s/he shall undergo a return-to-duty drugs/controlled substances test with a result indicating a verified negative result for drugs/controlled substances use before returning to duty. The cost of this test will be paid for by the employee.

The covered employee shall be subject to return-to-duty testing for both alcohol misuse and use of drugs/controlled substances if the SAP recommends testing for both alcohol and drugs/controlled substances.

Follow-up Testing: - All Covered Employees

Upon returning to work, a covered employee shall be subject to unannounced follow-up testing as recommended by the SAP based on their assessment and recommendations of the SAP. The covered employee shall be subject to such follow-up testing for both alcohol misuse and use of drugs/controlled substances if the SAP recommends testing for both alcohol and drugs/controlled substances.

- CDL HOLDERS – Follow up testing will be for two (2) years from the date of incident with the first year at the director of the SAP, and a minimum of six (6) tests in that year.
- COVERED EMPLOYEE - Follow up testing will be for two (2) years from the date of incident with the first year at the director of the SAP, and a minimum of four (4) tests in that year.

If a second positive test occurs within in this time frame, employment will be terminated. The intent of this policy is rehabilitative and to deter any subsequent usage that would violate this Policy and result in termination of employment. All costs associated with follow-up testing, treatment plans, assessments and other unknown costs associated with a positive drug/alcohol test will be paid for by the covered employee.

Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he/she be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

Follow-up testing is in addition to any random, reasonable suspicion, or post-accident testing.

Return from Extended Leave Testing—CDL Holders

Any CDL holder on a leave of absence exceeding six (6) months shall undergo a controlled substance test prior to returning to work.

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).

IX. DRUGS/CONTROLLED SUBSTANCES – ALL EMPLOYEES

Drugs/controlled substances testing shall be conducted by a certified laboratory in accordance with the following procedures:

A. Initial Testing

- Covered employees directed to undergo drugs/controlled substances testing shall proceed to the designated test site as instructed, and shall be accompanied by a supervisor and/or union representative if desired.
- Upon entering the test site, covered employees shall be required to provide the collection technician with positive identification. Positive identification may take the form of a photo ID card or identification by a supervisor or City official. On request of the covered employee, the collection technician shall provide positive identification to the covered employee.
- Covered employees shall follow all procedures and instructions given by the collection technician including completing, signing, initialing, and/or dating any required forms.
- If a covered employee fails to follow all procedures and instructions given by the collection technician, it shall be considered a refusal to test.
- The collection technician shall collect a urine sample from the covered employee in accordance with Federal Highway Administration procedures.
- The sample(s) shall be shipped to the testing laboratory in a single shipping container, together with supporting documents and the split specimen copy of the chain of custody form.
- The laboratory shall log in the split specimen with the split specimen seal remaining intact.
- The laboratory shall store the split specimen securely in accordance with approved procedures.
- The primary specimen shall undergo a screening test for the presence of drugs/controlled substances per established cutoff levels. A Medical Review Officer (MRO) shall review all primary specimen results.
- If the initial test result is negative, the laboratory may discard the split specimen and no additional action will be taken by the MRO unless the MRO has reason to believe the primary specimen has been adulterated. All negative test results will be forwarded to the City's DER.
- If the MRO has reason to believe the primary specimen has been adulterated the MRO shall have the authority to order an employee to undergo a retest for the presence of drugs/controlled substances. If the MRO orders a retest, the specimen collected for the retest shall be considered the primary specimen.
- If the initial screening test or retest detects the presence of drugs/controlled substances, the primary specimen shall undergo a confirmation test.

- Confidentiality is required from our collection sites and labs. Insofar as possible, employees will be afforded individual privacy.

B. 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.

C. 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.

D. Storage of 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.

X. FAILURE TO COMPLETE THE TESTING

- If the covered employee is unable to provide the required drug sample, the covered employee shall be instructed to drink not more than 24 ounces of fluids and, after a period of up to two hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded.
- If the covered employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the laboratory shall notify the DER of the covered employee's inability to provide an adequate sample.
- The MRO will refer the covered employee for a medical evaluation to develop pertinent information concerning whether the covered employee's inability to provide an adequate specimen is genuine or constitutes a refusal to test. (In pre-employment testing situations, the City will determine whether or not to hire the employee, and the MRO is not required to make such a referral). Upon completion of the examination, the MRO shall report his or her conclusions to the DER in writing.
- If the MRO determines that the covered employee's inability to provide an adequate sample is not genuine, the covered employee shall be deemed to have refused to test.

- An employee who adulterates, attempts to adulterate or substitutes a specimen or otherwise manipulates the testing process will be terminated.
- A refusal to test shall be deemed a positive test.

XI. 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. The request for testing of a second specimen must be made within 72 hours of being notified by the MRO of a positive result. If the split test results come back positive, it will be paid for by the employee. However, if the split test comes back negative, the city will incur the cost of the split test.

A. All Covered Employees

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 and place on administrative leave without compensation, (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. The Director of Human Resources will coordinate these arrangements.

Just cause for discipline up to and including discharge shall be established when a covered employee engages in any conduct in violation of the provisions of this policy or when a covered employee uses drug/controlled substance or abuse of alcohol in violation of the FHWA rules and regulations or in violation of this policy ~~or City work rules~~. Failure to comply with any required evaluation by a substance abuse professional or failure to comply and remain in compliance with any and all prescribed or recommended rehabilitation and/or treatment programs shall establish just cause for discipline up to and including discharge. Moreover, an incident will remain in the employee's drug testing file and the discipline write-up will remain in the employee's personnel file permanently. If he/she fails another drug/alcohol test during their continued employment with the City, after rehabilitation and compliance of the prior incident has been met, the employer reserves the right to issue immediate termination.

B. CDL Holders

In addition to the above,

- The DOT cut-off level is a breath concentration of .02 or greater

- 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 follow the covered employees procedure for drug violation as stated above.

Return-to-duty and follow-up testing will be conducted as described above. 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. 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. It is the policy of the city to provide one rehabilitative effort and as a result, an employee who tests positive the second time while employed with the city reserves the right to issue immediate termination without any referral for rehabilitation.

C. 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.” Terminated employees will receive a listing of SAP’s in the area and are encouraged to seek treatment.

This policy was put into effect January 2020 and was last updated in October 2019 and will be updated from time to time as necessary by the Human Resources Director or their designee.

10/29/2019