

FIRST READING: 3-28-22
SECOND READING: 4-4-22
THIRD READING: 4-11-22

ORDINANCE NO. 20-22

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 SERVICE DIVISION, AND CERTAIN EMPLOYEES OF THE RECREATION DEPARTMENT, AS FURTHER DESCRIBED IN EXHIBIT "A"

WHEREAS: The Administration and the Teamsters Local Union 436, representing certain employees of the Rocky River Service Division and certain employees of the Recreation Department have reached an Agreement for a labor contract effective January 1, 2022 through December 31, 2024; 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 Service Division, and certain employees of the Recreation Department, 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 this Agreement is necessary to establish proper standards of wages, hours, and conditions of employment for the City of Rocky River, its employees, and its citizens, 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: April 11th, 2022


JAMES W. MORAN
President of Council

PRESENTED
BY MAYOR: April 11th, 2022 APPROVED: April 11th, 2022

TEST:

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 11th day of April, 20 22.


Clerk of Council of the City of Rocky River, Ohio


SUSAN G. PEASE
Clerk of Council

City of Rocky River, Ohio
County of Cuyahoga

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 20-22, ADOPTED BY THE COUNCIL OF SAID CITY ON THE 11th DAY OF April, 20 22 THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW; THAT NO PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN; THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD IN ORDINANCE RECORD NO. 20-22

mydocs:ord:teamsters2022-24contract

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 11th DAY OF April, 20 22.


CLERK
COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

TEAMSTERS LOCAL UNION 436

AND

THE CITY OF ROCKY RIVER
SERVICE AND RECREATION DEPARTMENTS

CONTRACT FOR 2022-2024

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PREAMBLE

This Agreement is entered into by and between the City of Rocky River, an Ohio Municipal Corporation, 21012 Hilliard Boulevard, Rocky River, Ohio, hereinafter referred to as "Employer", and Teamsters Local Union 436, 6051 Carey Drive, Valley View, OH 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 for the classifications and those employees of this collective bargaining unit on or about January 1, 2013, and to assure the rights of both employees and the City of Rocky River, representing its citizens.

ARTICLE 1. 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 Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces and maintain efficiency of operations. Specifically, the Employer'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 introduce new and/or improved equipment, methods and/or force, the number of shifts required, to determine the size, composition and duties of the work abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, assignments of employees, numbers employed, duties to be performed, qualifications required and areas worked.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full time employees of the Service Division, the full-time Recreation Department Custodian-Civic Center, Custodian-Ice Rink and Recreation Field and Maintenance Lead (these three classifications are hereinafter referred to as "Recreation Department employees"), except the Commissioner, Lead Supervisors, other Managers, confidential employees, Administrative Coordinator, Sewer Charge Administrator, supervisors and others excluded under Chapter 4117 of the Ohio Revised Code.

ARTICLE 3. NON-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, gender, sexual orientation, genetic information, military status, national origin, disability, age, ancestry or any other legally protected status.

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

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) New Employees who do not become members within thirty-one days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of the agreement. An employee is not required to pay fair share fees unless he/she voluntarily consents to do so and the Union shall provide the Employer evidence that the Employee voluntarily consents to pay fair share fees through payroll deduction. Voluntary fair share fees shall be deducted and remitted during the same period of dues, provided the Employee has received sufficient wages during the applicable pay period to equal the deduction.

(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. UNION BUSINESS AND RELATED ACTIVITIES

(1) Any member of the Union Negotiating Team shall be allowed to attend meetings while on duty provided such meetings are mutually agreed to by the Employer and the Union. With reasonable prior notice and mutual agreement all Union meetings will occur during normal working hours. Employees elected or appointed to represent the Union shall be granted time to perform their Union functions, including grievance procedures, subject to the approval of the Director of Public Safety-Service, so long as there is no additional cost incurred by the Employer.

(2) The Employer agrees that the Union shall be allowed to hold meetings at the Service Garage as long as the meetings do not interfere with the regular activities of the Service Division, and do not incur additional costs. The Union shall advise the Service Commissioner and the Director of Recreation as applicable, of its intent to hold such meetings.

(3) The Employer shall provide space on a bulletin board, as well as one (1) computer with email addresses assigned to each employee, for the use by the Union for legitimate Union activity in the Service Garage and in the Recreation Department, accessible to Employees.

ARTICLE 6. PART TIME EMPLOYEES

(1) Consistent with the management rights provided for in Article 1, the City shall have complete discretion concerning all terms of employment for all part-time, temporary, seasonal, casual, and fixed term employees, which employees are recognized as non-union positions. The employer reserves the right to contract for any services which may be performed within a term not to exceed one thousand forty (1,040) hours of a consecutive twelve (12) month period, notwithstanding the provisions of Article 11 herein.

(2) For the Service Division, the City reserves the right to employ, twelve (12) limited-term non-union employees as described above, at any time throughout the year. Seasonal employees may not work more than forty (40) hours a week unless because of emergency situations because of weather or other acts of nature. Reasonable attempts will be made to contact all full time employees before seasonal employees are called in on overtime. Full-time employees shall have the option of assignment before limited-term non-union employees, subject to the good cause discretion of the Service Commissioner. Neither seasonal nor limited-term employees may work if any full-time Union member is laid off. They must be laid off before any full-time Union member.

ARTICLE 7(a). SENIORITY

Seniority shall be determined by continuous full-time service in each particular Service Department as well as the Service Division and/or Recreation Department, respectively, calculated from the date of employment with such date of employment to be the first date worked. Continuous full-time service shall be broken only by resignation, discharge or retirement.

ARTICLE 7(b). PROBATIONARY PERIOD

All new-hire employees are considered probationary for the first six (6) months from their first date worked and are subject to discharge without cause by the Mayor and Director of Public Safety-Service.

ARTICLE 7(c). DAILY ASSIGNMENTS

Daily assignments shall be normally filled by seniority from within the entire Division, subject to the assignment discretion of the Service Commissioner, based upon the particular job needs and experience and skill of available employees on duty on that particular day.

ARTICLE 8. PERSONNEL LAY-OFF AND RECALL

- (1) Personnel reductions shall be first made from limited-time employees, then shall be made in the reverse order of seniority within the entire Service Division as well as within the entire Recreation Department. Likewise, recall shall be made by seniority for a period not to exceed two (2) years from the date of lay off, by registered mail to the last known address of employee.
- (2) Any employee who is laid off in accordance with this Agreement shall be entitled to hospitalization and death benefits for a period of ninety (90) days from such lay off date.

ARTICLE 9(a). DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause, with the exception of new-hire probationary employees. 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 9(b). GRIEVANCE PROCEDURE

Every employee shall have the right to present his grievance in accordance with all 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.

Except by mutual agreement to extend time limits any grievance for which there has been no response within the time limits set forth in this Agreement will be considered settled on the basis of the last written appeal or response. All appeals or responses shall be in writing and marked with the date and time of receipt by the receiving party.

Prior to committing a grievance to writing, a meeting shall take place within ten (10) working days of the occurrence, between the effected employee(s), their direct supervisor and union steward, in an attempt to settle the dispute.

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 Grievance Committee, who may in turn present it to the Commissioner of the Service Division

or Recreation Department Director, as applicable, within ten (10) working days after its occurrence. The Service Commissioner or Recreation Department Director shall reply, in writing, to the grievance 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, within ten (10) working days, the grievance shall be referred to the Director of Public Safety Service who shall reply, in writing, to the grievance 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, within ten (10) working days, the grievance shall be referred to the Mayor of the City of Rocky River. The Mayor shall reply, in writing, to the grievance within ten (10) working days after initial presentation of the grievance to the Mayor.

STEP 4.

If within twenty (20) working 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.

STEP 5.

Should a grievance arise which is of grave importance as regards the health and safety of any employee, all preliminary steps to this procedure may be passed on and an immediate meeting of all parties called. If a resolution to the grievance is not found at said meeting, the said aggrieved employee shall go through the Grievance Procedure by starting at Step 2 of this Article.

ARTICLE 10. LABOR MANAGEMENT COMMITTEE AND PROCEDURES

The Labor Management Committee shall consist of representatives of the Union plus the Union Business Agent, and 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 quarterly basis, on dates as agreed by all parties, if there is a timely agenda for discussion. The agenda for such meetings shall be presented to all members of the committee at least three (3) days prior to said meeting.

ARTICLE 11. CONTRACTING OUT

The Employer shall maintain the right to contract out services now being performed by the members of the Union. The Employer shall give one hundred twenty (120) day notice to the affected employees and provide good faith negotiations with the bargaining unit. When the City has provided written notice of its first action to investigate contracting out, the one hundred twenty (120) day time period shall start. First Action is defined as seeking and receiving written quotes for private contracting costs. Should further investigation be required, the City shall provide written notice in 30-day intervals. Such written notice shall be sent to the union and shop steward. Any positions lost to contracting out will be accomplished through attrition. No union members shall be laid off due to privatization.

ARTICLE 12. HOURS

All full-time employees of said Service Division and Recreation Department shall be scheduled to a forty (40) hour work week. Employees of the Service Division shall be scheduled as follows: 7 a.m. to 3:30 p.m. shift – shall receive one paid 15-minute break mid-morning and one paid 15-minute break mid-afternoon and an unpaid lunch period of 30 minutes after 4 hours worked. With the approval of their supervisor, employees may leave at 3 p.m. in lieu of taking the lunch period. Employees of the Recreation Department shall generally be scheduled as follows with the approximate date range, based on season and weather conditions: Recreation Field & Maintenance Lead: October – March: 5am-1:30pm (Monday-Friday). April – September: 7:00am- 3 :30pm (Tuesday – Saturday). Recreation Custodian #1; (Tuesday – Friday) 1:00pm-9:30pm and (Saturday) 6:30am – 3:00pm. Recreation Custodian #2: (Sunday) 8:30am- 5:00pm and (Monday – Thursday) 5:00am – 1:30pm and shall receive a paid fifteen (15) minute break for every hour (4) hours worked and an unpaid lunch period of 30 minutes after 4 hours worked. All breaks include travel and wash-up time. No travel is permitted outside the City. Based on Operational needs, the City reserves the right to change the hours of work for Employees within the Recreation Department provided the Union receives two weeks' notice of said change. Emergency situations that occur may require adjusted schedules with limited notification.

ARTICLE 13. JOB 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 of the City of Rocky River. 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 Service Division bulletin board as soon as practicable, but at least seven (7) calendar days prior to any job openings for which such a job description applies.

ARTICLE 14. PROMOTIONS & 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 and if no employee from that department is interested in that vacancy or new position then the employer will look to the existing employees of the bargaining unit at the Service or Recreation Departments. 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 seven (7) calendar 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 and 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 15(a). OVERTIME AND COMPENSATORY TIME

(1) All full-time employees of the Service Division and Recreation Department shall receive the rate of time and one half their regular hourly rate for those hours worked in excess of eight hours per day and/or forty hours per week. "Hours worked" for the purpose of calculating overtime for either a period in excess of eight (8) hours per day or in excess of forty (40) hours per week, shall include vacation, holiday time, break time, compensatory time and regular scheduled hours (whether or not converted to overtime), and excludes sick leave if the employee does not provide a doctor's note. The employee's supervisor must authorize any time worked over the regular scheduled hours prior to the work being performed.

(2) Notwithstanding Article 15(a)(1) regarding "hours worked", during the snow plowing season/or weather emergency, all full-time Service Division employees who are called in before their regularly scheduled shift shall be paid time and a half for those continuous hours worked with the maximum limit of twelve (12) hours per shift. If the overtime assignment extends into the following twenty four hour period, the Employer shall continue to pay the employee overtime so long as there is not an eight hour break between work assignments. All qualified employees shall be given equal opportunity to work overtime based upon their seniority in all the departments within the Service Division and/or Recreation Department as applicable. Regarding the Refuse Department, the Employees assigned to Refuse 1 shall not be on the call list if garbage collection is scheduled within the next 12 hour period. The Employer shall call at the number provided the most senior qualified employee and then call the next most senior employee. If the employee refuses the overtime, he/she shall not be called again until the list is exhausted and the employee's

name comes up again. Upon the initial exhaustion of the call list, lead supervisors and limited-time employees may be called in if needed prior to a second pass of the call list for snow plowing/weather emergencies only. Lead supervisors shall be called outside the call list in situations requiring a specific skill set or supervisory responsibilities.

Section 3: For the Recreation Department, during snow plowing season the call-in for plowing will be handled by the Service Garage. Snow plowing shall be primarily handled by the Recreation & Field Maintenance Lead (Union) and Recreation Facilities Coordinator (Non-union) shall assist in plowing when needed. Part-time employees from the Service Department may be used to augment snow plowing with overtime offered to full-time employees prior to the use of part-time employees. Custodians shall not be used for snow plowing. Plowing of the City Hall parking lot shall be completed before 8 a.m.

(4) For the Recreation Department, if any part-time custodians call off work, the employer shall call at the number provided the most senior full-time custodians and then call the next most senior employee. Each employee shall respond when called. If an employee is sick or on vacation when called or is excused by the calling person, that employee can be excused. A maximum limit of twelve (12) hours per day shall be worked.

(5) All overtime must be approved by the Service Commissioner or his designated representative, and the Director of Public Safety-Service and the Director of the Recreation Department as applicable. Overtime shall be compensated at rates specified in this Agreement. Full-time employees will be given credit for compensatory time which shall be based on the number of hours worked or the minimum credit, whichever is the greater, times one and one-half. Full-time employees shall have the option to request payment or credit for accumulated compensatory time except no employee shall accumulate more than eighty (80) hours compensatory time. The method of payout of accumulated compensatory time shall be first in-first out. Overtime payment shall be computed for the pay period in which it is earned and paid at the employee's written request on the next regular pay. Compensatory time shall be credited on the date it is earned, and can be used upon the approval of the Service Commissioner and/or Recreation Department Director as applicable.

The accumulated overtime list for all Union employees is available upon request.

ARTICLE 15(b). CALL IN TO WORK

Any employee off duty and called in to work by the Director of Public Safety Service, Service Commissioner or Director of Recreation or their designees shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is the greater. Employees subject to snow plowing overtime responsibilities shall monitor the weather report in the expectation receiving a call in to work with snowfall exceeding 2 inches. Due to the emergency nature of this service, each employee shall respond telephonically to any message left regarding snowplowing within 5 minutes of being called. If an employee does not wish to be placed on the call-in list for snow plowing, they must notify the Safety Service Commissioner in writing by December 1, of each year. Once on the snow plowing exempt list, employees will not be contacted for snow plowing duties.

ARTICLE 15(c). IN SERVICE-SCHOOLS

Employees attending training required by the Employer, or mutually agreed upon by the Employer and the employee shall be compensated at the hourly rates provided for in Article 16(a) below. The City shall use electronic payments for expense reimbursement.

ARTICLE 16(a). SALARIES AND HOURLY RATES

Wage rates commencing January 1, 2022 through December 31, 2024 shall be as follows: for 2022 – 2.75% increase; for 2023 – 3.0% increase; and for 2024 – 3.0% increase

Hourly Rates						
<i>Effective</i>	<i>2.75%</i>	<i>Increase</i>				
<i>01/01/2022</i>						
Service Grade A	30.34					
Service Grade B	28.18					
Service Grade C	27.45					
Service Grade D	25.78					
Service Grade E	25.17					
			(Steps Retained)			
			1	2	3	4
Service Grade F			22.77	23.20	23.72	24.41
Service Grade G			16.13	17.49	19.23	20.20
Recreation Grade A			24.61	25.01	25.38	25.74
Recreation Grade B			22.73	23.52	24.41	25.33
<i>Effective</i>	<i>3.0%</i>	<i>Increase</i>				
<i>01/01/2023</i>						
Service Grade A	31.25					
Service Grade B	29.03					
Service Grade C	28.27					
Service Grade D	26.55					
Service Grade E	25.93					
			(Steps Retained)			
			1	2	3	4
Service Grade F			23.45	23.90	24.43	25.14

Service Grade G	16.61	18.01	19.81	20.81
Recreation Grade A	25.35	25.76	26.14	26.51
Recreation Grade B	23.41	24.23	25.14	26.09

**Effective
01/01/2024 3.0% Increase**

Service Grade A	32.19
Service Grade B	29.90
Service Grade C	29.12
Service Grade D	27.35
Service Grade E	26.71

	(Steps Retained)			
	1	2	3	4
Service Grade F	24.15	24.61	25.16	25.89
Service Grade G	17.11	18.55	20.40	21.43
Recreation Grade A	26.11	26.53	26.92	27.31
Recreation Grade B	24.11	24.96	25.89	26.87

New-hires into Recreation Grade B after 06/01/16 shall be compensated as Service Grades F and G.

Service Grade A includes Mechanics, Electricians, Painters, Welders, and Traffic Signal Technician

Service Grade B includes Crew Leaders, Signs/Marking Spec. (The position formerly known as *Crew Chief* is now known as *Crew Leader*. This position is phased out of the Parks Department, but will continue to be a Union position in Streets, Refuse 1, Refuse 2, and Sewer Departments.)

Service Grade C includes special equipment operators (Backhoe operator/excavator, Vacuum Truck operator, Street Sweeper operator, Sewer Jet operator, Brush Truck operator, Bulk Goods Truck operator, Aerial Truck operator, Skid Steer Loader operator)

Service Grades D, E, F, and G include General Laborers.

Recreation Grade A includes Recreation Field and Maintenance Lead

Recreation Grade B includes Custodians.

ARTICLE 16(b). SHIFT PREMIUM PAY

All full-time employees will be paid premium pay of an additional \$0.50 per hour for all such employees scheduled to work either second shift, third shift, swing shift, Sunday. Second shift is 3 PM – 11 PM, third shift is 11 PM – 7 AM, and swing shift is Thursday 3 PM- 11 PM, Friday 3 PM – 11 PM, Saturday 7 AM – 3 PM, Sunday 11 PM – 7 AM Monday, and 11 PM Monday - 7 AM Tuesday. Off on Wednesday.

All full-time Recreation Department employees will be paid premium pay of an additional \$0.50 per hour for all such employees scheduled to work a shift beginning or after 12:00pm, Monday through Friday, and any shift Saturday and/or Sunday.

ARTICLE 16(c). TEMPORARY JOB ASSIGNMENT

The employer shall have reasonable discretion to assign a lead supervisor to temporarily fulfill the job duties of another lead supervisor. An employee who is assigned the job duties of crew leader for four (4) hours or more in any one working day shall be compensated at the higher rate of pay for actual hours worked in said position. The rate of pay shall be an additional one dollar (\$1.00) per hour for an assignment to one (1) higher grade and an additional fifty cents (\$.50) per hour for assignment to two (2) higher grades greater than the employee's normal rate of pay, commencing June 1, 2016. For example, a Grade D employee assigned to a Grade C job shall receive an additional one dollar (\$1.00) per hour for hours worked. A Grade D employee assigned to a Grade B job shall receive an additional one dollars fifty cents (\$1.50) per hour for hours worked.

For temporary assignments for General Laborers, the following provisions apply: Special equipment operators include positions of Backhoe operator/excavator, Vacuum Truck operator, Street Sweeper operator, Sewer Jet operator, Aerial Truck operator, Brush Truck operator (when there is a crew of one or more hangers), Bulk Goods Truck operator, Skid Steer Loader operator, Semi-Truck Driver, if the employee possesses the required certification and skill level, and Bulk Good Truck (Truck #5). General laborers who perform special equipment operator jobs and tasks for one hour or more in any particular day as assigned by a supervisor, shall be paid at an additional rate of \$1.00 per hour greater than the employee's normal rate of pay for actual time worked.

For Parks Department Temporary Job Assignments, the following provisions apply: A General Laborer or a Special Equipment Operator within the Parks Department who performs jobs and tasks of Crew Leader for one hour or more in any particular day as assigned by the Service Commissioner or Parks Department Lead Supervisor, in providing direct supervision of two (2) or more full-time or part-time Service Division employees, shall be paid at an additional rate of one dollar (\$1.00) per hour for an assignment to one (1) grade higher and an additional fifty cents (\$.50) per hour for assignment to two (2) higher grades greater than the employee's normal rate of pay.

For Recreation Grade Temporary Job Assignments, the following provisions apply: A Recreation Field and Maintenance Lead who performs jobs and tasks of Recreation Facilities Coordinator for one hour or more in any particular day as assigned by the Recreation Director, for the seasonal

time period of May 1st through September 30th, and Spring breaks, shall be paid at an additional rate of \$1.00 per hour greater than the employee's normal rate of pay for actual time worked.

ARTICLE 16(d). COMMERCIAL DRIVER'S LICENSE STIPEND

The employees covered by the bargaining unit agreement in classifications which require a commercial driver's license (CDL) shall be required to maintain a CDL.

Employees who maintain a Class A CDL, and submit proof thereof to the Employer, will be compensated an additional one (1) time lump sum of three hundred (\$300.00) dollars paid annually in the month of January.

Employees who maintain a Class B CDL, and submit proof thereof to the Employer, will be compensated an additional one (1) time lump sum of two hundred (\$200.00) dollars paid annually in the month of January.

The Employer has the right to verify that the employee has maintained the required CDL license. It is the employee's responsibility to notify the Employer of any change in their CDL status.

The aforementioned stipend shall be pro-rated for those new hires that are covered by the bargaining unit agreement in classifications which require CDL and be paid for the remaining months of the calendar year. The aforementioned stipend will also be pro-rated to the date of resignation, retirement, or termination of each member. If an employee is due their stipend at the time of their termination of employment, the amount so due shall be paid on a pro-rated basis and shall be added to his final payment under Article 28.

If the employee fails to maintain their CDL, the employee will reimburse the amount of the assigned stipend. This amount will be pro-rated back to the Employer to the date of when the license was deemed invalid.

ARTICLE 17. PENSION

The Employer 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 18. HEALTH BENEFITS

The City of Rocky River will make available to full-time employees a comprehensive program of employee health benefits including medical, prescription drug, and dental coverage. For a health benefits package (health and dental), the employer agrees to pay and each member of the union agrees to pay the following sums:

Plan Costs	Plan A			H.S.A.	
	Single	Single + 1	Family	Single	Family
Medical & Prescription	\$736.08	\$1,470.91	\$2,132.24	\$552.06	\$1,599.18
Dental	\$27.81	\$51.49	\$98.21	\$27.81	\$98.21
Total per month	\$763.89	\$1,522.40	\$2,230.45	\$579.87	\$1,697.39
Total per year	\$9,166.68	\$18,268.80	\$26,765.40	\$6,958.44	\$20,368.68

Total EE contribution per year @ 15%	\$1,375.00	\$2,740.32	\$4,014.81	\$0.00	\$0.00
EE contribution per month	\$114.58	\$228.36	\$334.57	\$0.00	\$0.00

2022 risk adjustment offset per month					
Adjusted EE contribution per month	\$23.82	\$49.62	\$70.17		
	\$90.76	\$178.74	\$264.40		

EE contribution per pay (26 pays/yr)	\$41.89	\$82.50	\$122.03	\$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	\$7,791.68	\$15,528.48	\$22,750.59	\$6,958.44	\$20,368.68
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Annualized Risk Adjustment Offset (annual)	-\$285.84	-\$595.44	-\$842.04		
Adjusted City contribution per year	\$7,505.84	\$14,933.04	\$21,908.55		

Voluntary Vision EE contribution per pay	\$3.83	\$7.29	\$10.72	\$3.83	\$10.72
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Health Care Plan A and the H.S.A. Plan 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.

During the term of this Agreement, employees shall contribute through payroll deduction for Plan A health benefits; there shall be no employee contribution for Plan B and C 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 2022, 15% for 2023 and 15% for 2024.

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

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

Vision coverage shall be offered on a voluntary basis.

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

Should any collective bargaining agreement between the City of Rocky River and either of the two OPBA bargaining units of the City's Police Division contain a better-negotiated provision regarding the health benefits described above, the Service Division 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 19. LIFE INSURANCE

Each full time employee of the Employer and the Municipal Court, excluding elected officials, shall be entitled to a Death Benefit of \$50,000 and Accidental Death and Dismemberment, which benefits shall be payable to such employees 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 that no beneficiary is named then the sum shall be distributed in accordance with the statute of descent and distribution then in effect in the State of Ohio.

Employees reaching the age of 65 who remain employed by the Employer shall have their benefits reduced in accordance with the active policy at the time said birth date is reached.

ARTICLE 20. UNIFORM ALLOWANCE

The Employer shall furnish uniforms to those full-time employees of the Union who wish to have uniforms furnished at no cost to such members, and pay additional uniform allowance to each member for every year of the contract the sum of \$650.00 annually. For those members of the Union who do not wish to be furnished uniforms by the Employer, such members shall receive an annual uniform allowance of \$900.00 for each year of the contract. Each member of the Union shall notify the Director of Safety Service by December 15 of each year as to whether such member desires uniforms to be furnished. Such notification cannot be changed for one (1) year. Any cash Uniform Allowance is to be paid directly to each employee in the month of January of each year. The aforementioned uniform allowances 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 28. Quality raingear will be provided by the Employer. All clothing will be of a City designated reflective or high visibility color, and a failure to wear the same shall result in disciplinary action.

ARTICLE 21(a). AMOUNT OF VACATION LEAVE

Each full time employee of the Service Division and Recreation Department 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 Service Division and Recreation Department with five or more years of service with the Employer shall have earned and be entitled to 120 hours of vacation leave with full pay and those full time employees of the Service Division and Recreation Department with ten or more years of service shall have earned

and be entitled to 160 hours of vacation leave with full pay. Employees with twenty (20) or more years of service with the employer shall have earned and be entitled to 200 hours of vacation leave with full pay.

- One year anniversary (1-4 years) – 80 hours
- Five year anniversary (5-9 years) – 120 hours
- Ten year anniversary (10-19 years) – 160 hours
- Twenty year anniversary (20+ 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.

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 employees' leave balance. Time already served by an employee with the Employer prior to the effective date 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 Employer 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 21(b). SELECTION OF VACATION LEAVE

At the beginning of each year, a calendar shall be distributed among the employees of each department for the purpose of employees selecting their vacations. Vacation choices shall be made by employees in order of their seniority with the most senior employees having first choice. Seniority applies only for choices made by January 31st of each year; thereafter, choices are made on a "first come" basis. The vacation calendar choices made by the employees shall be made without management involvement or approval. However, no more than one employee shall be on vacation at any given time in each Department from November 1st through March 31st until all calendar days have been chosen. From April through October 31st, no more than two (2) employees shall be on vacation at any given time in each Department until all calendar days are chosen.

Vacation choices shall be made by each employee for the first two weeks of their vacation time in two week intervals. After each employee has made their choice for their first two weeks of their vacation, they shall select the balance of vacation time in the same seniority order.

Other requests for vacation leave outside of the vacation calendar process shall be subject to the approval of management. No vacation time shall be unreasonably denied.

Recreation Custodians may not, at any point in the calendar year select the same days' vacation unless authorized by the Director of Recreation or his/her appointee. The Recreation Field & Maintenance Lead vacation approval cannot coincide with that of his/her supervisor at any point.

In order to utilize vacation leave, an employee must give a 24-hour notice for approval and the request may be subject to additional restrictions regarding the scheduling of vacation depending upon operational needs or departmental restrictions.

ARTICLE 22. HOLIDAYS

Each full-time employee of the Service Division and Recreation Department shall, in addition to his established annual vacation period, be entitled to receive each year, twelve paid holidays as follows:

Christmas Day	Independence Day
New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	1/2 day before Christmas Day
Memorial Day	1/2 day before New Years Day
Juneteenth	

To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls. Further, to be entitled to holiday pay, employees must actually work the scheduled workdays before and after the holiday. For the purposes of this paragraph, prior approved vacation, verified funeral leave, verified accident or injury which requires hospitalization as in-patient or out-patient, bona-fide illness with physician statement, and any other written prior approved paid leaves of absence will be considered as qualified time.

Each full time member of the Service Division and Recreation Department shall also be entitled to receive each year, personal day, which additional day shall be selected by the employee with the approval of the Service Commissioner or Director of Recreation as applicable.

Employees who work the above designated holidays shall receive, in addition to their regular pay, time and one half for every hour worked on the holiday. This provision applies to any employee who is scheduled and works on Easter Sunday between the hours of 12:00 a.m. and 11:59 p.m.

When a holiday occurs, the employees assigned to Refuse Department shall be expected to work on the following Saturday if refuse pick-up is scheduled by the City, as well as on the particular holiday if the City schedules refuse pick-up on that particular holiday.

ARTICLE 23. JOB RELATED MEDICAL LEAVE OF ABSENCE

Employees who sustain an injury, as defined in Ohio Revised Code Section 4123.01(c), are entitled to benefits under Ohio's Worker's Compensation statute. The Employer will furnish, in a timely fashion, the appropriate documents to the Bureau of Worker's Compensation.

ARTICLE 24. SICK LEAVE

Each full time employee of the Service Division and Recreation Department, shall be entitled for each completed forty 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 having 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 option to receive pay at the rate of straight time for his 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 full-time employee of the Employer 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 Employer. 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 recommendation of the Service Commissioner, and/or Director of Recreation as applicable, and 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. Employees are required to complete an Application for Use of Sick Leave to justify the use of sick leave. Absences of more than 3 consecutive days require documentation from the employee's health care provider. Falsification of either the Application for Use of Sick Leave or the documentation from the health care provider shall be grounds for disciplinary action, up to and including termination of employment. Furthermore, the City reserves the right to require an examination by an independent medical examiner if it is suspected the sick leave policy is being abused.

A full-time employee who transfers from the State or any of its political subdivisions to the Employer 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 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 employee with a pattern of, or who exceeds his accumulated sick leave, shall be subject to counseling. Exceeding the use of sick leave hours shall subject the employee to discipline, including termination of employment.

Unless the Employer has probable cause to believe that an employee is not in fact ill when he/she calls in sick, the Employer shall not initiate an investigation to verify his/her illness, except if said employee has been absent more than five (5) days in the previous twelve (12) calendar months.

ARTICLE 25(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), state law (ORC 5923.05), and any amendments thereto regarding military leave.

ARTICLE 25(b). JURY DUTY

Any full time employee required to be available for jury selection or service shall receive his regular daily wage for each day which would have been worked except for such jury participation.

ARTICLE 25(c). COURT LEAVE

When an employee is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant, or witness, in a work related incident, he shall be compensated for all time relative to such incident.

ARTICLE 25(d). FUNERAL LEAVE

An employee shall be entitled to a maximum of four (4) total leave days per year. A maximum of three (3) work days shall be allocated in the event of the death of the mother, father, stepparent, brother, sister, spouse, children or grandchildren. The employee shall be entitled to a maximum of one (1) leave day per year through the use of sick leave as stated above in the event of a death of an aunt, uncle, grandparents and current in laws. An employee may utilize sick leave as additional funeral leave, but with the provisions of Article 15(a)(5) to be applied in the calculation of "Time Worked" in compensation for overtime. In all cases, the city will require documentation for the utilization of funeral/sick leave for these matters. If documentation is not provided, sick leave will be utilized in lieu of funeral leave. Falsification of documentation will be subject to progressive discipline and/or up to terminations.

ARTICLE 26. LONGEVITY

Each full time employee of the Service Division and Recreation Department shall receive on or before December 15 of each year as compensation for longevity for full time continuous service as an employee of any department and/or division of the Employer.

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:

YEARS OF SERVICE	AMOUNT
6 years	\$600
7 years	\$700
8 years	\$800
9 years	\$900
10 years	\$1,000
11 years	\$1,100
12 years	\$1,200
13 years	\$1,300
14 years	\$1,400
15 years	\$1,500
16 years	\$1,600
17 years	\$1,700
18 years	\$1,800
19 years	\$1,900
20 years	\$2,000
21 years	\$2,100
22 years	\$2,200
23 years	\$2,300
24 years	\$2,400
25 years and beyond	\$2,500

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 on December 15 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 pro-rated for such period of time. Such pro-rated 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 27. PRINTING AND SUPPLYING AGREEMENT

An electronic copy of this Agreement shall be furnished by the Employer to each employee of the Service Division and Recreation Department.

ARTICLE 28. COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT, LAY OFF OR DEATH

As determined by the Finance Department, a full-time employee who resigns, retires, or is dismissed other than for cause 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 shall also be compensated for unused sick time, at his current rate of pay, whatever regular salary is due and payable. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. More than one payment may be made provided that no more than 960 hours is paid to any one employee for their years of service with the City of Rocky River. In the event of death of an employee, such pro-rated benefits shall be payable in a lump sum within thirty (30) days after the death of such employee and shall be paid to such employees or surviving spouse, dependent children or heirs designated in his estate, in that order named. 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, 2013.

ARTICLE 29. DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of January, 2022 and shall remain in full force and effect until the 31st day of December, 2024.

ARTICLE 30. 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 31. 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 32. WORK RECORDS

Any verbal or written warning presented to an employee shall be removed from the employee's file after one (1) year. Any disciplinary action taken, except those actions related to alcohol or a drug of abuse, against an employee two (2) or more years ago, shall be removed from the employee's file and shall not be the basis for any subsequent disciplinary action. However, disciplinary actions may be considered as a matter of performance in consideration of promotions, job transfers, or discharge.

ARTICLE 33. DIRECT DEPOSIT

Effective March. 1, 2013 all employees will be paid by direct deposit.

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 34. HANDBOOK RATIFICATION

The City of Rocky River Employee Handbook and any revisions thereto are hereby made a part of this collective bargaining Agreement. However, any matters concerning wages, hours of work and other conditions of employment shall be controlled by the remaining provisions of the collective bargaining Agreement.

ARTICLE 35. PERFORMANCE DEVELOPMENT PROGRAM

Performance evaluations shall be done at least annually for every employee of the Service Division except part-time employees. All such evaluations shall be done by the crew leaders and lead supervisors, except that the Service Commissioner shall evaluate the crew leaders, lead supervisors, the Director of Public Safety-Service shall evaluate the Service Commissioner and the Mayor shall evaluate the Director of Public Safety-Service.

Performance evaluations shall also be done at least annually for every employee of the Recreation Department except seasonal and part-time employees. All such evaluations shall be done by the managers and supervisors except that the Recreation Director shall evaluate the managers and supervisors and the Mayor shall evaluate the Recreation Director.

ARTICLE 36. JOINT SAFETY COMMITTEE

There will be a joint Union and City Safety Committee. The Committee will be made up of an equal number of Union and City Management, or their designees, to include the Chief Shop Steward and the Service Commissioner. The Committee will meet bimonthly, or more often when needed, to establish equipment inspection schedules and conduct such inspections as scheduled, to discuss safety best practices and to assist in investigating work related accidents. Equipment repairs will be done as soon as is practicable at the recommendation of the Committee.

TEAMSTERS LOCAL UNION 436

THE CITY OF ROCKY RIVER

By: _____
Dennis Kashi, President

By: _____
Pamela E. Bobst, Mayor

By: _____
Fred Crow Jr., Sec. Treasurer

Date: _____

By: _____
Sal Alioto, Business Agent

Date: _____

APPROVED AS TO FORM:

Michael O'Shea, Law Director

Service Division 2022 CBA
03/17/22 11:46 am