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05/10/2013

DISTRICT 54
INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE WORKERS

AND

THE CITY OF ROCKY RIVER

CONTRACT FOR 2013 - 2015

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EXHIBITS

Exhibit "A", Health Insurance for Employed Spouses

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 District 54, International Association of Machinists and Aerospace Workers, 2906 Euclid Avenue, Cleveland, Ohio, 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 determine the size, composition and duties of the work force, the number of shifts required and the work schedules; to establish, modify, consolidate or 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 Field Maintenance Supervisor (hereinafter classified as "Crew Chief") (these three classifications are hereinafter referred to as "Recreation Department employees"), except the Commissioner, Lead Men, other Managers, confidential employees, billing clerk in the Sewer Division, 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, sex, military status, national origin, disability, age, ancestry or any other legally protected status.

ARTICLE 4. - DUES CHECK OFF PERMISSIBLE

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary/Treasurer of the Union from the pay of the employees who individually request, in writing, that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union within ten (10) days of when the monies are deducted.

ARTICLE 5(a). - UNION NON-MEMBERS

The Employer agrees within sixty (60) days to require of any employee of the Service Division who is not a member of the Union, as a condition of employment, to pay to the Union by way of payroll deduction, a fair share fee as determined by the Secretary/Treasurer of the Union but not to exceed the initiation fees, dues and/or assessments paid by the Union members. All employees are considered probationary for the first year from their first date worked and are subject to discharge without cause by the Mayor and Director of Public Safety-Service.

ARTICLE 5(b). - PART-TIME EMPLOYEES

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.

For the Service Division, the City reserves the right to employ, between March 16th and November 30th, limited-term non-union employees as described above, up to twenty percent (20%) of the bargaining unit, at any one time. Between December 1st and March 15th, the City reserves the right to employ, no more than ten (10) limited-term non-union employees as described above. Seasonal employees may not work more than forty (40) hours a week unless because of emergency situations because of weather or other acts of God. Reasonable attempts will be made to contact all full time employees before seasonal employees are called in on overtime. 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 5(c). - RELIGIOUS OBJECTION PROVISION

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.

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

ARTICLE 6(a). - UNION BUSINESS AND ACTIVITIES

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.

ARTICLE 6(b). - NO DISCRIMINATION FOR UNION ACTIVITY

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 6(c). - UNION MEETINGS

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. The Union shall advise the Service Commissioner and the Director of Recreation as applicable, of its intent to hold such meetings. There will be a meeting on the last Tuesday of every month between City Management and the Shop Committee. This meeting may be cancelled by mutual agreement if there are no items for discussion.

ARTICLE 6(d). - UNION ACTIVITIES ON BULLETIN BOARD

The Employer shall provide space on a bulletin board for the use by the Union for legitimate Union activity in the Service Garage and in the Recreation Department, accessible to Employees.

ARTICLE 7. - SENIORITY

Seniority shall be determined by continuous full-time service in 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 8(a). - PERSONNEL REDUCTION

Personnel reductions shall be made in the reverse order of seniority. 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.

ARTICLE 8(b). - LAY OFF BENEFITS

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. - DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause. 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 10. - LABOR MANAGEMENT COMMITTEE AND PROCEDURES

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 quarterly basis, on approximately April 1, July 1, October 1 and December 30, or other date 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.

GRIEVANCE PROCEDURE
SERVICE DIVISION AND RECREATION DEPARTMENT 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 the committing a grievance to writing, a meeting shall take place within five (5) 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 ten (10) calendar days of the completion of Step 3, the grievance is not satisfactorily settled, the Union may, within ten (10) calendar days, 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 Grievance Chairman 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 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 eighty (180) days 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 eighty (180) days time period shall start. Should further investigation be required, the City shall provide written notice in 45-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 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. These breaks include travel and wash-up time. No travel is permitted outside the City.

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.

ARTICLE 14(a). - OVERTIME AND COMPENSATORY TIME

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. During the snow plowing season, 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, with the exception of the Solid Waste Department which will be at the end of a snow plowing call list in the order of seniority. 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.

For the Recreation Department, during snow plowing season the City desires that the plowing will be handled by the Facility Supervisor (Non-union) and the Field Maintenance Supervisor (Union). The responsibility for plowing will be assigned on a call basis with the first call assigned by a monthly schedule to be determined by the Facility Manager and mutually agreed upon by the Facility Supervisor and Field Maintenance Supervisor. Part-time employees 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.

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.

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 City will post in the service garage an updated hours of accumulated overtime list for all Union employees no later than the first Friday of every month.

ARTICLE 14(b). - CALL IN

Any employee called to duty by the Mayor, 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. During the snow plowing season, due to the emergency nature of this service, each employee shall respond when called. If an employee is sick or on vacation when called for emergency snow removal overtime or is excused by the calling person, that employee can be excused.

ARTICLE 14(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 14(e) below. The City shall use electronic payments for expense reimbursement unless the employee has no means of electronic deposit.

ARTICLE 14(d). - TEMPORARY JOB ASSIGNMENT

An employee who is assigned the position of Crew Chief or Lead Man (Supervisor) 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 at the higher position, or at a rate of fifty cents (\$.50) per hour greater than the employee's normal rate of pay, whichever amount is greater.

ARTICLE 14(e). - SALARIES AND HOURLY RATES

Wage rates in effect on December 31, 2012 shall remain the same for the years commencing January 1, 2013 and January 1, 2014.

Hourly Rates	1	2	3	4
Effective 01/01/13- 12/31/14	0%	Increase		
Service Grade A	23.58	24.02	24.47	24.91
Service Grade B	22.59	22.73	22.93	23.14
Service Grade C	21.46	21.77	22.03	22.52
Service Grade D	20.80	20.94	21.03	21.16
Service Grade E	20.23	20.37	20.52	20.65
Service Grade F	18.68	19.05	19.46	20.04
Service Grade G	13.25	14.35	15.79	16.56
Recreation Grade A	20.21	20.52	20.83	21.13
Recreation Grade B	18.65	19.31	20.04	20.78

Negotiations for salaries and hourly rates shall be reopened on or before November 1, 2014 to determine wages effective for the year commencing January 1, 2015. 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 or the Fire Division contain a better-negotiated provision regarding rate increase, the Service Division shall be accorded the identical rate increase provisions of the Police or Fire Divisions collective bargaining agreements.

Service Grade A includes Mechanics, Carpenters, Electricians, Playground Inspectors, Painters, Welders

Service Grade B includes Crew Chiefs, Signs/Marking Spec., Clerk

Service Grade C includes special equipment operators (Backhoe operator driver, Vac All operator driver, Sweeper operator driver, Sewer Jet operator driver, Brush Truck operator driver, White Goods operator driver)

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

Recreation Grade A includes Facility Maintenance Crew Chief.

Recreation Grade B includes Custodians.

ARTICLE 14(f) - SHIFT PREMIUM PAY

All full-time employees will be paid premium pay of an additional \$0.15 per hour for all such employees working second shift. All full-time employees will be paid premium pay of an additional \$0.25 per hour for all such employees working third shift.

ARTICLE 15. - CLOTHING 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 of \$250.00 to each such member for the year 2013, and the sum of \$450.00 annually to each member for the years 2014 and 2015. 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 \$500.00 for the year 2013, and the sum of \$700.00 each for the years 2014 and 2015. Each member of the Union shall notify the Employer 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 December of each year. The aforementioned uniform allowances shall be pro-rated to the date of resignation or retirement of each member. If such uniform allowance account is overdrawn, the amount so overdrawn on a pro-rated basis shall be deducted from the final salary payment to such 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. 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 16(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 eight 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 thirteen or more years of service shall have earned and be entitled to 160 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.

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 16(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 October through March until all calendar days have been chosen. From April through September, no more than two 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.

ARTICLE 17. - 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, eleven 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

Each full time member of the Service Division and Recreation Department 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 Service Commissioner or Director of Recreation as applicable.

Employees who work the above designated holidays shall receive, in addition to their regular holiday pay, time and one half for every hour worked on the holiday.

ARTICLE 18. - 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 19. - 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. 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 may require a certificate stating the nature of the illness or injury from a licensed physician. Falsification of either the written signed statement or the physician's certificate shall be grounds for disciplinary action, including dismissal.

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.

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 20(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 20(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 provided that the employee is not exempt as an essential worker and not to exceed two (2) weeks annually. Any monetary compensation paid to said employee as a result of said Jury Duty shall be deducted from the employee's paid leave.

ARTICLE 20(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 21. - LONGEVITY

Each full time employee of the Service Division and Recreation Department shall receive on 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:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
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 22. - PENSION

The Employer will pay that portion of the Employees pension to the Public Employees Retirement System of the State of Ohio, as mandated by the State of Ohio.

ARTICLE 23. - 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:

Medical, Prescription & Dental Costs 2013

Plan Costs	<i>Plan A</i>		
	Single	Single + 1	Family
Medical & Prescription	\$472.37	\$934.16	\$1,356.79
Dental (adj for bitewing/fluoride-2 year rate)	\$26.98	\$49.94	\$95.27
Total per month	\$499.35	\$984.10	\$1,452.06
Total per year	\$5,992.20	\$11,809.20	\$17,424.72
Total EE contribution per year @ 13%	\$778.99	\$1,535.20	\$2,265.21
EE contribution per month	\$64.92	\$127.93	\$188.77
EE contribution per pay	\$29.96	\$59.05	\$87.12
EE contribution per pay - Medical (26 pays/yr)	\$27.96	\$55.55	\$80.62
EE contribution per pay - Dental*	\$2.00	\$3.50	\$6.50
City contribution per year	\$5,213.21	\$10,274.00	\$15,159.51

Plan Costs	<i>Plan B</i>		
	Single	Single + 1	Family
Medical & Prescription	\$405.88	\$802.68	\$1,165.82
Dental (adj for bitewing/fluoride-2 year rate)	\$26.98	\$49.94	\$95.27
Total per month	\$432.86	\$852.62	\$1,261.09
Total per year	\$5,194.32	\$10,231.44	\$15,133.08
Total EE contribution per year @ 13%	\$0.00	\$0.00	\$0.00
EE contribution per month	\$0.00	\$0.00	\$0.00
EE contribution per pay	\$0.00	\$0.00	\$0.00

EE contribution per pay - Medical (26 pays/yr)	\$0.00	\$0.00	\$0.00
EE contribution per pay - Dental*	\$0.00	\$0.00	\$0.00
City contribution per year	\$5,194.32	\$10,231.44	\$15,133.08

2013 Surcharge for dependents 26-28
Plan A - \$188.95 per month
Plan B - \$162.35 per month

Health care Plans A and B, as they exist on January 1, 2013, shall remain the same throughout the term of this Agreement, with the following exceptions:

- 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 5% per year
- Plan designs may be modified as 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 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: 13% for 2013, 14% for 2014, and 15% for 2015.

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 (see attached Exhibit A).

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.

ARTICLE 24. - LIFE INSURANCE

Each full time employee of the Employer and the Municipal Court, excluding elected officials, shall be entitled to a Death Benefit of \$25,000 and Accidental Death and Dismemberment, commencing November 1, 1988, 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.

The Mayor of the City of Rocky River is hereby directed to enter into contract for the purchase of Term Life Insurance for \$25,000 and Accidental Death and Dismemberment for each eligible employee, not to exceed the cost of \$96.00 annually for each employee.

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 25. - PRINTING AND SUPPLYING AGREEMENT

A copy of this Agreement shall be furnished by the Employer to each employee of the Service Division and Recreation Department and at no cost to said employee.

ARTICLE 26. - 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 27. - DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of January, 2013 and shall remain in full force and effect until the 31st day of December, 2015, subject to the provisions for reopening wage negotiations for the year commencing January 1, 2015 as stated in Article 14(e) above.

ARTICLE 28. - 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 29. - 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 30. - WORK RECORDS

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.

ARTICLE 31. - 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. 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 reviewing the names on the bid sheet at the conclusion of the posting period, the Employer shall make its selection based on skill and ability, work, performance, attendance and seniority, as long as the full-time employee has not posted for and received a promotion or job transfer within the prior year. However, after reviewing the names on the bid sheet, should the Employer decide no one on said sheet is qualified for the position based on skill and ability, the Employer has the right to hire an individual not on said sheet.

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.

ARTICLE 32. – WORK CLASSIFICATION CHANGE REQUEST

Deleted January 1, 2013; superseded by revisions to Article 31.

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 chiefs and lead men, except that the Service Commissioner shall evaluate the crew chiefs, lead men and assistant commissioner, 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.

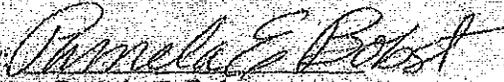
There will be a joint Union and City Safety Committee. The Committee will be made up of an equal number of Union and City Management, or their designees, to include the Chief Shop Steward and the Service Commissioner. The Committee will meet bimonthly, or more often when needed, to establish equipment inspection schedules and conduct

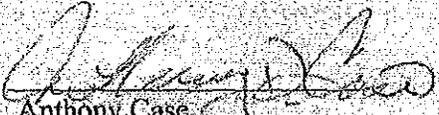
such inspections as scheduled, to discuss safety best practices and to assist in investigating work related accidents. Equipment repairs will be done as soon as is practicable at the recommendation of the Committee.

DISTRICT 54, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

THE CITY OF ROCKY RIVER

By: 
David Reinker
Chief Shop Steward

By: 
Pamela E. Bobst
Mayor

By: 
Anthony Case
Committee Representative

Date: 1-31-13

By: 
Jack Baker
Business Representative, District 54

APPROVED AS TO FORM:

Date: 1-31-13


Andrew D. Benfer
Law Director

Exhibit A

CITY OF ROCKY RIVER
HEALTH INSURANCE FOR EMPLOYED SPOUSES

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.