

**CITY OF CORTLAND
AND
OCSEA AFSCME LOCAL 11**

2021-2024

AN AGREEMENT BETWEEN THE CITY OF CORTLAND

Ordinance No. _____ AND Passed _____, 20____

THE CORTLAND CITY SERVICE DEPARTMENT

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AN ORDINANCE PROVIDING FOR THE COUNCIL OF THE CITY OF CORTLAND, OHIO TO APPROVE AND ACCEPT A THREE-YEAR CONTRACT BETWEEN THE CITY OF CORTLAND AND THE OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Civil Service Employees Association has requested a new agreement between the City of Cortland and its Local 11; and,

WHEREAS, the representatives of the Ohio Civil Service Employees Association agreed to extend the expiring contract while they negotiated terms and conditions of a new agreement; and

WHEREAS, representatives of the Ohio Civil Service Employees Association and the City of Cortland representatives have in good faith negotiated a new agreement; and,

WHEREAS, the representatives of the Ohio Civil Service Employees Association and the City of Cortland have agreed to the terms and conditions of a three (3) year contract.

NOW, THEREFORE:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CORTLAND, OHIO THAT THE FOLLOWING CONTRACT BE APPROVED AS THE SOLE CONTRACT BETWEEN THE PARTIES AND TO AUTHORIZE THE MAYOR TO SIGN SAME ON BEHALF OF THE CITY

ARTICLE 1. PREAMBLE/PURPOSE

This agreement made by and between the City of Cortland, hereinafter referred to as the "Employer" or "City", and the Ohio Civil Service Employees Association, AFSCME Local 11, AFL-CIO, hereinafter referred to as the "Association" or "Union", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein.

ARTICLE 2. RECOGNITION

Section 1. The Union is recognized as the sole and exclusive representative of all regular full-time employees of the City in the job classifications within the bargaining unit as set forth below:

Equipment Operator
Laborer
Mechanic
Semi-Skilled Laborer
Utility Operator
Assistant Superintendent of Public Service
Superintendent of Public Service

Section 2. The parties recognize that the bargaining unit was "deemed certified" pursuant to the provisions of 4117.05 ORC and 1983 S 133, Section 4. The Union's exclusive bargaining unit includes only the job classifications listed in Section above, and the City will not recognize any other union or organization as representatives for any employees within such classifications.

ARTICLE 3. REPRESENTATION

Section 1. The right of exclusive representation of employees by the Association, previously referred to in this Agreement, establishes that the Employer will not enter into any Agreements regarding employment relations matters, as addressed in this Agreement, with any other employee organization or individual purporting to represent any employee or group of employees in the bargaining unit, and shall not engage in any type of conduct which would imply recognition of any employee organization other than the Association.

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Section 2. Reference to the "Association" as representative of the employees means the organization of the Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO.

Section 3. For the purpose of effective contract administration, a designated member of the bargaining unit shall be permitted a reasonable amount of work time as necessary and upon notice to and approval of the Superintendent or Department Director, to address matters pertaining to this agreement as it affects other employees in the unit. The Union shall notify the Department Director and Mayor in writing of the designated representative and/or alternate.

ARTICLE 4. DUES CHECKOFF/FAIR SHARE FEE

Section 1. The Employer agrees to deduct Union membership dues in accordance with this article for all employees who execute a dues authorization card. Deductions shall commence with the first pay period in which dues are customarily deducted following completion of the employee's probationary period or receipt of the signed authorization card, whichever is later.

Section 2. Fair Share Fee. Effective July 1, 1986, and in accordance with Section 4117.09 ORC, each employee who is not a member of OCSEA and who has been employed for at least sixty (60) days as permitted by law shall, as a condition of employment, pay to OCSEA a fair share fee as determined by OCSEA, but which shall not exceed the amount of dues paid by regular OCSEA members and which shall be deducted by the City from the regular pay of the employee without requirement of written authorization. Fair share members have the right of appeal to those portions of Union dues that are not associated with representative activities as outlined in OCSEA practices. The fair share fee shall be certified to the City Finance Director by OCSEA.

Section 3. The Employer shall remit dues and fees deducted under this article to the Union along with an alphabetical list of names and social security numbers of all employees whose dues have been deducted. The Union shall notify the Employer in writing of the name and address to whom the dues are to be sent.

Section 4. The Employer shall be relieved from taking dues deductions or fair share fee deductions when an employee terminates his employment, transfers to a position outside of the bargaining unit, is laid off from work, is on unpaid leave of absence, for any reason fails to earn sufficient wages to make all legally required deductions in addition to the deduction of Union dues or fees, revokes his authorization, or upon termination of this agreement.

Section 5. Neither the Union nor any employee shall have a claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty (60) calendar days after the error was made. Verified errors will be corrected by appropriate deductions from the next paycheck from which dues are customarily deducted.

Section 6. The amount of dues and fair share fees to be deducted shall be certified to the Employer, in writing, by the Union. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer, or on the next pay day from which dues are customarily deducted, whichever is later.

Section 7. The local union steward will notify the OSEA Staff Representative of a new hire within seven (7) days of employment. The Steward will provide name, address and phone number. The Employer shall allow for a mutually agreeable time during work hours with OCSEA within 30 days of notification to meet with all new hires without loss of employee paid time. The Employer will begin dues deductions within 21 days of receiving the authorization card. Such dues shall be remitted to the Union at the end of the pay period. The Union shall have the right to use the Employers' e-mail system to transmit information regarding the Union, except that the information shall not be of a partisan political nature. A Management designee will also receive a copy of any e-mail sent by the Union to the members. The Union shall have the sole and exclusive authority to change any membership card, form, or authorization so long as the basic information that the Employer needs to process is included in the new card, form or authorization. Management will honor the terms of the card and will be notified prior to any changes made to the membership card.

Section 8. The Employer assumes no obligation of any kind arising out of its deduction of dues or fair share fees in accordance with this article. The Union shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of dues or fair share fees pursuant to this article. Once dues and fair share fees are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

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ARTICLE 5. MANAGEMENT RIGHTS

Section 1. The management of the City, the control of the premises, and the direction of the working forces are vested exclusively with management. The Employer reserves all the customary rights, privileges or authority of management, except as modified by the express terms of this Agreement, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structures;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be continued;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Take action necessary to carry out the mission of the public employer as a governmental unit.

The exercise of any right, power, authority, duty, or responsibility of the Employer, and the establishment of such rules, regulations, policies or procedures, as it may deem necessary, is subject only to such restrictions and regulations as are expressly specified in this Agreement.

ARTICLE 6. LABOR-MANAGEMENT MEETING

Section 1. In the interest of sound labor-management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Mayor and/or his designee(s) shall meet with not more than two (2) representatives of the Union to discuss pending problems and to promote a more harmonious labor-management relationship.

Section 2. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of the Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this agreement;
- B. Notify the Union of changes made by the Mayor which affect bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to employees; and
- G. To give the Union representatives the opportunity to share the view of their members and/or make recommendations or suggestions on subjects of interest to their members.

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Section 3. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 4. Employee representatives of the Union shall receive no loss of pay when attending labor-management meetings if scheduled during their regular working hours. Meetings will normally be scheduled during regular working hours, provided operational needs permit.

ARTICLE 7. RULES AND REGULATIONS

Section 1. The Union recognizes the right of the Employer to establish work rules and regulations. Work rules may be written or unwritten, and will be reasonable. The Employer recognizes that no work rules or regulations shall be established that are in violation of any expressed provision(s) of this agreement; additionally, all rules and regulations presently in effect may be modified or discontinued at the discretion of the Employer.

Section 2. Except in cases of emergency, the Union shall be notified of any new work rules or regulations, or any changes in current work rules or regulations, five (5) days prior to their implementation and shall have the opportunity to discuss them.

ARTICLE 8. PROBATIONARY PERIODS

Section 1. Every newly hired or promoted employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer in a permanent, bargaining unit position. The length of the probationary period shall be one hundred eighty (180) calendar days. The Mayor or designee may extend an initial or promotional probationary period for up to sixty (60) calendar days upon mutual written agreement between the City and the Union.

Section 2. A newly hired (initial) probationary employee may be terminated at any time during his initial probationary period, and any extensions thereof, and shall have no appeal over such removal.

Section 3. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall commence on the effective date of the promotion. A newly promoted employee who does not meet acceptable performance levels may be returned to his former position at any time during his promotional probationary period, and any extensions thereof, without any appeal.

Section 4. Extended absences of more than five (5) working days shall not be considered in the computation of "calendar" days for the purpose of computing the actual expiration of the probationary period, except for approved vacation leave, if any.

ARTICLE 9. DISCIPLINE

Section 1. Disciplinary action shall not be imposed upon an employee except for just cause. The Employer had the burden of proof to establish just cause.

Section 2. Progressive discipline will include the following:

- Verbal reprimand (with appropriate notation/documentation in employee's file)
- Written reprimand
- Suspension
- Demotion
- Termination

Except in instances of serious misconduct, discipline will be applied in a progressive manner. Disciplinary action shall be initiated as soon as possible consistent with the requirements of other provisions of this article.

Section 3. Disciplinary action taken may not be referred to in an employee's performance evaluation report. The event or action giving rise to the disciplinary action may be referred to in an employee's performance evaluation report without indicating the fact that disciplinary action was taken.

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Section 4. Supervisory Intimidation. An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass or coerce an employee.

Section 5. Pre-Discipline. An employee shall be entitled to the presence of a union steward at an investigatory interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

An employee has the right to a meeting prior to the imposition of a suspension or termination. Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. No later than at the meeting, the Employer will provide a list of witnesses to the event or act known of at that time and documents known of at that time used to support the possible disciplinary action. If the Employer becomes aware of additional witnesses or documents that will be relied upon in imposing discipline, they shall also be provided to the Union and the employee. The Employer representative recommending discipline shall be present at the meeting unless inappropriate or if he/she is legitimately unable to attend. The City's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to comment, refute or rebut.

Section 6. Imposition of Discipline. The Mayor shall make a final decision of the recommended disciplinary action as soon as reasonably possible but no more than ten (10) days after the conclusion of the pre-discipline meeting.

If a final decision is made to impose discipline, the employee and Union shall be notified in writing. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

The Employer will not impose discipline in the presence of other employees, or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others.

Section 7. Prior Disciplinary Action. Records of verbal and/or written reprimands will cease to have any force and effect twelve (12) months after the effective date provided there has been no other discipline imposed during the twelve (12) month period.

Records of disciplinary actions, including suspension or demotion, will cease to have force and effect twenty-four (24) months after the effective date provided there has been no other discipline imposed during the twenty-four (24) month period.

Upon request of the affected employee, disciplinary actions in excess of the time limitations set forth above will be removed from the employee's personnel file and may be retained in a separate file at the discretion of the City and in accordance with applicable law.

Section 8. Disciplinary actions of suspension, demotion, or terminations may be appealed through the grievance procedure commencing at Step 2, and may be appealed to arbitration, consistent with the provisions of Article 23, Grievance Procedure, contained herein.

Section 9. Oral reprimands and written reprimands shall be grievable through Step Two. If an oral or written reprimand becomes a factor in a disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the oral or written reprimand, provided such oral or written reprimand was originally grieved.

ARTICLE 10. COMMUNICATIONS

Section 1. There shall be established and maintained for the duration of this agreement, an OCSEA bulletin board on the service department premises. It will be available to authorized OCSEA representatives to post notices of general and business nature for OCSEA membership and other employees who may have an interest.

ARTICLE 11. PERSONNEL FILES

Section 1. Authority. It is recognized by the parties that the city may prescribe regulations for custody, use and preservation of records, papers, books, documents and property pertaining to the employee, however, every member shall be allowed to review his personnel file at any reasonable time upon request. If any member is involved in a dispute regarding which matters in his personnel file may be

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material, any OCSEA representative will also be granted access to the members' file at reasonable times such access is authorized, by the member.

Section 2. Inaccuracies. For the duration of the Agreement and any extensions thereof, if an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a memorandum to the Service Director or his representative explaining the alleged inaccuracy. If upon investigation, the Service Director or his representative sustain the allegations, he shall do one of the following:

- A. The employee's memorandum shall be attached to the material in question and filed with it, and the Service Director or his representative may note thereon his concurrence, or
- B. The Service Director or his representative shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.

Section 3. Clarification. For the duration of this agreement and any extension thereof, any new material placed in the member's file, after effective date of the agreement may be reviewed. If such material is not inaccurate but the employee feels that clarification is necessary, the employee may submit to the Service Director or his representative written clarification of the circumstances. Such memorandum shall not contain any derogatory or scurrilous remarks regarding the administration or other employees. The Service Director or his representative will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the employee's files.

ARTICLE 12. VACANCIES AND JOB POSTINGS

Section 1. Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of such vacancy shall be posted for a period of five (5) consecutive working days. During the posting period, anyone wishing to apply for the vacant position may do so by submitting written application to the Department Director. The steward or alternate may submit an application for any bargaining unit employee on an approved leave during the posting period. Postings shall contain the job requirements as set forth in the job description/classification, the department, the normal range of work hours, the contract rate, and the date of the posting and the final application date. The Employer shall not be obligated to consider any applications submitted after the posting deadline nor any applicants who do not meet the minimum qualifications for the position.

Section 2. If the vacancy is an original appointment, the Employer shall use any established eligibility list for the classifications of the vacancy. Said eligibility list shall include the names of all persons who have successfully passed the examination. The Civil Service Commission shall provide a copy to the Employer of the complete list of persons passing the examination. Selection shall be made from the persons appearing on the eligibility list unless all such persons decline the position. If the vacancy is not an original appointment, the Employer shall fill the position in accordance with the provisions established herein. Vacancies in the entry level position of Laborer will not require Civil Service testing.

Section 3. If the position is not an original appointment, the most senior qualified bargaining unit employee will be awarded the position, unless a junior bargaining unit employee is demonstrably superior in qualifications. Qualifications shall be deemed to include education, experience, licenses/certifications, skills, and abilities.

Should a situation arise where an outside applicant is determined to be demonstrably superior in qualifications to a bargaining unit employee, the City agrees to meet with the Union prior to making a final selection, in an effort to reach consensus on the matter. If no consensus is reached, the Employer may select the outside applicant recognizing the Union's right to challenge the determination of "demonstrably superior in qualifications" through the provisions of the grievance procedure. Any such grievance will be initiated at Step 2 of the grievance procedure.

Section 4. Job movements to a lower pay range are demotions or voluntary reductions. Employee requested demotions (voluntary reductions) shall only be done with approval of the City.

Section 5. Insofar as practicable, no employee shall be directly supervised by a member of his/her immediate family (i.e., mother, father, sister, brother, or spouse). This provision shall not automatically cause any employee hired on or before July 1, 1992, to be displaced or reassigned.

ARTICLE 13. SPECIAL LEAVE

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Section 1. Jury Duty. Any employee serving as a result of being subpoenaed for any court or jury duty by the United States, the State of Ohio, or any political subdivision will be paid his regular wages for each regularly scheduled work day he is so serving, less whatever compensation said employee receives as compensation for jury or court duty, excluding any travel or meal allowances. Time so served shall be deemed active and continuous for service purposes.

All leave granted pursuant to this provision shall commence on the date of appearance on the summons or subpoena, a copy of which shall be provided to the Employer.

On days when an employee is released early from his jury duty obligation, he shall report for work in order to complete his regularly assigned work hours, provided three (3) hours or more would remain in the work day, exclusive of any normal travel time.

Section 2. Military Leave. Employees who are members of the Ohio National Guard or any military reserve unit of the United States Armed Forces shall be granted military leave with pay when ordered to military training exercises not to exceed thirty-one (31) days, one hundred seventy-six (176) hours, per year. Military leave pay shall be the difference between the employee's regular pay and any service pay, exclusive of any travel reimbursement.

An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of any branch thereof. Such leave shall last only for the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority and if the employee requests reinstatement within ninety (90) days of his discharge from military service (or hospitalization continuing after discharge for a period of not more than one (1) year), the City shall reinstate the employee at the same classification as when he left, or to a position with like seniority, status, and pay, with full credit for prior seniority. The City may require the employee to establish that his physical and mental condition have not been impaired as to render him incompetent to perform the duties of his position. If the employee is not qualified to perform his duties of his position due to disability, he shall be placed in such other position, the duties of which he is qualified to perform, as will provide him like seniority, status, and pay, or the nearest approximation thereof, consistent with the circumstances of his case.

Section 3. Bereavement Leave. When a death occurs in the immediate family of an employee, he/she shall be granted four (4) days of bereavement leave with pay. If extenuating circumstances prevail, more time, at the discretion of the Service Director may be granted said employee.

The immediate family shall be defined as: spouse, parent, step-parent, parent-in-law, child, step-child, brother, half-brother, sister, half-sister, grand-parent, spouse's grandparent, grandchild, brother-in-law, sister-in-law, aunt or uncle.

Any relationship of significant value to an employee may qualify for bereavement leave with the approval of the Service Director.

Section 4. Leave Without Pay. The City may grant temporary leave without pay for a period not to exceed sixty (60) days per calendar year upon request, in writing, of an employee, and for good cause shown. Such requests will not be unreasonably denied.

A non-probationary employee who is unable to work due to a disabling injury, illness or condition, and who has exhausted all available leave, may be granted disability leave without pay for up to one (1) year. An employee must submit a written request for a disability leave, accompanied with medical documentation establishing the need for and expected duration of the leave. Any employee granted unpaid leave as set forth herein shall be reinstated to his former classification without loss of seniority, accrued to the date leave without pay was taken, if he returns at the end of such leave and is physically and mentally competent to perform his duties as documented by a physician/licensed practitioner.

Section 5. Combined Leave. An employee who has exhausted all available sick leave, but who is otherwise entitled to sick leave, shall be entitled to take vacation time prior to taking disability leave without pay.

ARTICLE 14. SICK LEAVE

Section 1. Sick Leave. All employees in the bargaining unit shall earn sick leave at the rate of 4.6 hours, with pay, for each eighty (80) hours of service. The City shall account for the accrual of sick leave benefit

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by including overtime hours in its formula. Unused sick leave shall be cumulative without limit. Sick leave shall be charged to an employee on the basis of the actual time absent (in one-half (1/2) hour increments). An employee who sustains a service connected injury shall not be required to exhaust accumulated sick leave before being entitled to apply for benefits under Worker's Compensation (subject to any requirements of state law).

An employee may use sick leave, upon approval of the responsible administrative authority, for absence from regularly scheduled hours of employment only for the following reasons:

- A. Sickness, illness, or injury of the employee;
- B. Pregnancy, childbirth, or related conditions of the employee or childbirth or related conditions of the spouse;
- C. Exposure to contagious disease which could be communicated to other persons;
- D. Sickness, illness, or injury to a member of the immediate family, where the employee's presence is reasonably necessary;
- E. Medical, dental, or optical examination of the employee where such examination cannot reasonably be scheduled outside of regular working hours. (Medical examination shall be deemed to include any licensed practitioner.)

Section 2. Each employee shall sign a leave request form, provided by the Employer, requesting and justifying the use of sick leave. Where medical attention is required and/or where an absence extends for more than three (3) work days, documentation from a physician or licensed practitioner is required, stating the nature of the illness, injury, or condition, and the date the employee is able to return to work. Falsification of either a written signed statement or medical documentation shall be grounds for disciplinary action including dismissal.

Section 3. Unused sick leave accumulated prior to the effective date of this Agreement shall be retained and taken at such time and in such manner as provided in this Agreement. Sick leave shall be used based upon the last in, first out (LIFO) method. Employees shall have the option of cashing out the sick leave they earn in the year they earn it. To do so they must:

- a. Have a sick leave balance of three hundred twenty (320) hours after any sick leave is cashed out;
- b. Give notice of the intent to cash out unused sick leave by October 31st and the employee shall be paid by separate check in the first full pay period in December;
- c. Only cash out up to seventy (70) hours of sick leave in a given year.

Section 4. Attendance Bonus.

The following attendance bonus will be in effect during the tenure of this contract. If perfect attendance is achieved from November 1st through April 30th a bonus of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) will be earned. If perfect attendance is achieved from May 1st through October 31st a bonus of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) WILL BE EARNED. If an employee is eligible for BOTH bonuses from November 1st through October 31st he shall be entitled to an additional bonus of FIFTY DOLLARS (\$50.00). All bonuses shall be paid no later than November 15th. The use of Personal leave, provided in the article, military leave, or bereavement shall not be considered against the employee in determining his eligibility for the attendance bonus.

Section 5. Personal Leave. Up to forty-eight (48) hours/six (6) days of sick leave per year may be used for absence for personal reasons upon approval of supervision. Employee must give a request in writing at least one (1) day before the time wanted off. In cases of emergency, where less than one (1) days' notice is feasible, an employee may request personal leave as soon as he becomes aware of the situation necessitating the leave and shall notify the supervisor or superintendent of the reason(s) involved. Personal leave requests will not be unreasonably denied.

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Section 6. Accrued Sick Leave. Sick leave earned but unused during any period shall accumulate from year to year, and upon separation from the department due to retirement or disability retirement, said employee or next of kin shall be entitled to one hundred percent (100%) of the accumulated but unused sick leave in pay up to a maximum of four hundred eighty (480) hours.

Any full-time employee with ten (10) or more years of service who leaves the service of the City for any other reason, exclusive of discharge or termination for cause, shall be entitled to payment for fifty percent (50%) of accumulated but unused sick leave, not to exceed a maximum of one hundred eighty (180) hours.

This section applies only to sick leave that was earned from employment with the City of Cortland.

ARTICLE 15. SERVICE CONNECTED DISABILITY

Section 1. In the event of a service connected injury while in the active discharge of duty, and for which the employee shall be entitled to temporary total disability payments from Workers' Compensation Bureau, the employee shall receive his full pay for a period not to exceed one (1) year from the date of injury. During this time any payments in the form of weekly benefits shall be turned over to the city, however, the employee or his beneficiary shall be entitled to all partial and/or permanent awards other than the weekly benefits provided above.

Section 2. Any time an employee is required to be absent from work, due to the work incurred injury, such time shall not be deducted from his accumulated sick time for a period not to exceed one (1) year from the date of injury.

Whenever an employee is required to stop working because of a service connected injury or disability, he/she shall be paid for the remaining hours of that work day and such time shall not be charged against leave of any kind.

If an employee on injury leave is capable of performing light duties the City may reasonably request that employee to return from injury leave and perform such light duties.

ARTICLE 16. MEDICAL EXAMINATIONS

Section 1. The Employer may require a medical/psychological examination to determine an employee's continued fitness to perform the essential functions of his position or to determine fitness for reinstatement from a medical related leave of absence. The Employer shall select three (3) licensed medical providers (provided three (3) are available) and the affected employee shall then select one (1) practitioner to conduct the examination. If the employee declines to select, the Employer shall make the selection. The costs for any such required examination shall be borne by the Employer. In the event the employee disagrees with the findings of the selected practitioner, and such, disagreement is substantiated by medical documentation from the employee's personal physician/licensed practitioner, said employee may make a written request for a re-evaluation. If such a request is made, the Mayor will contact the employee's physician, and they will mutually agree on a third party (licensed physician/practitioner) to conduct another evaluation. The determination of the third party shall be binding and the costs of the examination shall be paid by the Employer.

Section 2. Any employee determined unable to perform the essential functions of his position in accordance with the provisions above, may request a voluntary reduction to any vacant position/classification which is available, provided such employee can perform the essential functions of the position. If a voluntary reduction is not requested or is not feasible, the employee will be placed on disability leave.

ARTICLE 17. PAID HOLIDAYS

Section 1. For the remainder of 2021 all employees shall receive the following paid holidays:

Veteran's Day
 Thanksgiving
 Day after Thanksgiving
 Christmas Eve- observed on Thursday the 23rd
 Christmas Day- observed on Friday the 24th
 Floating Holiday if the employee has not taken it in 2021

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Section 2. Effective January 1, 2022, the designated paid holidays for full-time employees in the bargaining unit are as follows:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth- June 19th
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

Section 3. If any of the holidays listed in Sections 1 or 2 fall on a Sunday, the following Monday shall be granted as a non-workday. If any of the holidays listed in Sections 1 or 2 fall on a Saturday, the preceding Friday shall be granted as a non-workday.

No employee may be granted any other day as a holiday in lieu of any of the holidays listed in Section 2.

ARTICLE 18. VACATION

Section 1. Full-time bargaining unit employees are entitled to vacation with pay based upon length of continuous service with the City as follows:

<u>Length of Service</u>	<u>Vacation</u>
One (1) through five (5) years	80 hours
After five (5) years	120 hours
After six (6) years	128 hours
After seven (7) years	136 hours
After eight (8) years	144 hours
After nine (9) years	152 hours
After ten (10) years	160 hours
After fourteen (14) years	180 hours
After seventeen (17) years	200 hours
After twenty-one (21) years	204 hours
After twenty-two (22) years	208 hours
After twenty-three (23) years	212 hours
After twenty-four (24) years	216 hours
After twenty-five (25) years	220 hours
After thirty (30) years	240 hours

Section 2. After completion of one full year of continuous service to the City the employee shall be awarded vacation on their anniversary date and from then on earned vacation shall be awarded January 1st of each calendar year according to the schedule on Section 1 above.

Section 3. Preference requests for vacation leave during any calendar year must be submitted not later than March 1st in order to be considered. All other vacation requests for more than one (1) day must be submitted at least fourteen (14) days in advance of the date(s) being requested. The Employer, based upon operational needs and staffing requirements, shall determine the number of employees who may be approved for vacation, and other leaves or time off, at any one time. Thereafter, preference requests for vacation will be considered on the basis of seniority up to the number of requests determined to be feasible. Vacation leave requests submitted after March 1st will be considered on a first come, first served basis, up to a number determined to be feasible, and seniority will only be considered in those cases where two (2) or more requests for the same time period are received on the same day. The Employer will notify the affected employee(s) of approval or denial of vacation requests within five (5) days of the March 1st deadline, or the date of the request, whichever is applicable. Once a request is approved, it will not be canceled without the mutual consent of the affected employee and the Employer.

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Section 4. Vacation leave should normally be taken during the year following the completion of the required years of service. However, employees may accumulate and carry over up to a maximum of three (3) years of vacation accrual. Vacation leave in excess of three (3) years of accrual shall not be credited to an employee's vacation leave balance. Employees may cash out vacation time in the year earned, rather than taking the time off work. Requests for vacation cash out must be made to the Finance Director's office by October 31st and shall be paid by separate check on or before December 15th.

Section 5. The minimum number of hours of vacation which may be requested for any one work day is one (1) hour. The maximum amount of vacation which may be requested at any one time shall be twenty (20) working days. However, where special or extenuating circumstances exist, vacation in excess of twenty (20) working days may be approved by the Service Director, at his discretion.

Section 6. Employees with one (1) or more years of service are entitled to payment for any accumulated and unused vacation at the time of separation. In the case of death of an employee, any vacation entitlement shall be paid to the deceased employee's spouse or estate, as applicable.

ARTICLE 19. HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal range of work hours for regular full-time employees. Nothing contained herein shall be construed as preventing the Employer from establishing work schedules.

Section 2. The normal work week for regular full-time employees shall consist of five (5) consecutive days, Monday through Friday, and forty (40) hours of work per week exclusive of the time allotted for meal period. All full-time employees shall be allowed and scheduled at least one-half (1/2) hour for an uninterrupted, unpaid meal period. The normal work day shall start at 7:00 a.m. and end at 3:30 p.m. In the event it is necessary to change the starting and/or quitting times or schedule, the Employer shall first meet with the Union to discuss said changes and the reasons therefore.

Temporary changes in starting and quitting times may be made by the Employer to meet operational needs; however, there shall be no split shifts (non-consecutive work hours in the same workday) as a result of said change. Additionally, schedule changes shall not be made solely for the purpose of avoiding overtime, absent reasons of economy, in which case the Union shall be notified of such reasons prior to implementation of the schedule change.

Section 3. All bargaining unit employees shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) hours of work in one (1) work week or eight (8) hours in one (1) workday.

Section 4. All bargaining unit employees shall receive double (2X) their regular rate of pay for all unscheduled hours worked during any holiday as defined in Article 17 Section 1 and Section 2 as per Section 7 of this Article.

Section 5. All bargaining unit employees may elect to accrue a maximum of eighty (80) hours of compensatory time off in lieu of overtime pay at the rate of 1.5 hours for each hour of overtime worked. Compensatory time may be taken at a time mutually convenient to the employee and the Service Director within 180 days after such overtime is worked. If compensatory time cannot be taken within the time specified above, such accumulated time will be paid to the employee at the employee's regular rate of pay (as defined in Section 11 of Article 25) at the time of payment. When an employee is promoted or reclassified to a position which is ineligible for compensatory time or employment is terminated, all compensatory time accrued will be paid at the employee's regular rate of pay at the time of payment.

Section 6. Full-time employees required to work the "weekend shift", to conduct water analysis, shall receive four (4) hours of overtime pay for each day worked. The work or "weekend shift" will rotate among bargaining unit employees who are certified to perform water analysis.

Full-time employees not participating in the "weekend shift" will have the opportunity to rotate on a schedule to clean City Hall. The cleaning will be completed between 9:00 p.m. Friday to 7:00 am Monday unless otherwise directed. They shall receive time and one-half (1 ½) their regular rate of pay for four (4) hours. Duties will be assigned by the Service Director or his duly authorized representative.

Section 7. Call-In-Pay. Any employee who is called in to work at a time which is more than two (2) hours prior to his regularly scheduled work hours shall receive a minimum of four (4) hours pay or four (4) hours work at the overtime rate of pay. Any employee who is called in to work at a time which is

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less than two (2) hours prior to his/her regularly scheduled work hours shall receive a minimum of two (2) hours of work or two (2) hours of pay at the overtime rate of pay. This provision shall not apply to any schedule changes or scheduled overtime.

Unworked minimum call-out hours shall not be utilized for purposes of computing overtime compensation; however, an employee shall be compensated at the highest of either the actual hours worked or minimum call-out hours.

Section 8. Premium or overtime compensation shall not be paid more than once for the same hours worked.

Section 9. Overtime Canvass and Roster. Employees shall be canvassed quarterly as to whether they would like to be called for overtime opportunities. Employees who wish to be called for overtime outside of their regular hours shall have a residence telephone and shall provide their phone number to their supervisor. Insofar as practical, overtime shall be distributed equally on a rotating basis by seniority among those who normally perform the work. The supervisor shall determine the need for overtime and employees necessary to perform such work. The overtime policy shall not apply to overtime work which is specific to a particular employee's workload or specialized work assignment, or when the incumbent is required to finish a work assignment.

The City agrees to post and maintain overtime rosters which shall be provided to the steward, within a reasonable time, if so requested.

An employee who is offered, but refuses an overtime assignment, shall be credited on the roster with the amount of overtime refused.

An employee who agrees to work overtime and then fails to report for said overtime shall be credited with double the amount of overtime accepted unless extenuating circumstances arose which prevented his/her from reporting. In such cases, the employee will be credited as if he/she had refused the overtime.

The City reserves the right to mandate overtime in an emergency situation that involves Public Safety. An emergency as it applies to this article must be declared by the Mayor or his/her representative. The City recognizes an employee's right of refusal based on legal competency.

ARTICLE 20. CLOTHING ALLOWANCE

Section 1. The City shall provide each service department employee the following items of clothing for use in work on city projects requiring same. Protective clothing shall remain stored in lockers provided by the City when not in use. All clothing items will be replaced at City discretion and expense.

Protective Clothing

1. Rain suit, including jacket and pants;
2. Rubber boots;
3. Reflective vest;
4. Gloves;
5. Hard hat;
6. Coveralls;

The City shall pay One Thousand Two Hundred Dollars (\$1,200.00) per year to employees for work shoes and other uniform clothing. Specifications for color, City identification and style of pants and shorts to be agreed upon by the Service Director and Service Department Personnel.

This clothing allowance shall be payable in January of 2022; in January of 2023; and in January of 2024.

ARTICLE 21. SENIORITY

Section 1. Seniority shall be the total length of continuous service in a permanent full-time bargaining unit position or succession of positions within the employment of the City dating back to the last date of hire.

Continuous service and seniority will be broken or interrupted when any of the following occur. An employee:

- A. resigns or retires;

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- B. is discharged for just cause;
- C. is absent without leave or report for three (3) consecutive work days;
- D. is laid off for a period of more than eighteen (18) months;
- E. fails to report to work within five (5) calendar days of notice of recall from layoff;
- F. fails to timely return from an approved leave of absence.

ARTICLE 22. LAYOFF AND RECALL

Section 1. The Employer shall determine whether a lack of funds or lack of work exists, or whether a job abolishment is necessary. A lack of funds means there is a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and/or operations. A lack of work means there is a current or projected temporary (less than one (1) year) decrease in the workload or operations. Job abolishment means the permanent (or intended to be permanent, i.e., more than one (1) year) deletion of positions(s) from the organization or structure.

Section 2. Whenever the Employer determines that a layoff (reduction in force) is necessary within the bargaining unit, due to lack of work, lack of funds, job abolishment, or reorganization for reasons of economy or efficiency, the Employer shall notify the Union in writing of the reasons for the layoff at least fifteen (15) calendar days prior to the effective date of the layoff. Upon written request of the Union, the parties will meet to discuss the impact of the layoff on bargaining unit employees. Affected employees will be notified of their layoff, in writing, at least ten (10) calendar days prior to the effective date.

Section 3.

- A. The Employer shall determine the classifications, employment status, and number of employees to be affected by any layoff. Within each classification layoff shall occur by inverse order of seniority.
- B. Temporary and/or part-time employees in the affected classifications(s) will be laid off prior to full-time bargaining unit employees. However, should the Employer determine it appropriate to retain a part-time position in a bargaining unit classification, affected full-time bargaining unit employees shall have the option to bump into such part-time position or take the layoff. The Employer agrees not to challenge an affected employee's claim for unemployment compensation in any case where he opts for layoff rather than part-time employment. This provision shall not be construed to afford the Employer the unilateral right to reduce incumbent full-time bargaining unit positions to part-time positions during the process of layoff (RIF).

Section 4. Any employee receiving notice of layoff shall have five (5) working days, excluding holidays, following receipt of notice in which to exercise his right to displace ("bump") a less senior employee in a lower classification within the bargaining unit. The more senior employee must be presently qualified to perform the full duties and responsibilities of the lower classification without further training, as determined by the Employer. Lower classification shall mean a classification with a lower base rate of pay. Less senior employee shall mean the least senior employee in the affected classification. No employee shall displace another employee for whose position or classification there exists special minimum qualifications or bona fide occupational qualifications(s), unless the employee desiring to displace the other employee possesses the requisite minimum qualifications for the position.

Section 5. Employees who are laid off will be placed on a recall list for a period of eighteen (18) months from the effective date of the layoff. Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff from a classification will be the first to be recalled. Employees shall be given ten (10) calendar days advance notice of recall and such notice shall be sent by certified mail to the employee's last address on record. Employees shall have five (5) calendar days to accept or reject the Employer's offer of recall. Employees declining recall or failing to report to work on the effective

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date of the recall shall lose all seniority and rights of recall. The Employer agrees not to hire or promote anyone into any classification for which a recall list exists, until such time as all affected employees have been recalled or have declined recall.

Section 6. In the event an employee is laid off, he may request payment for any earned but unused vacation time. Requested vacation payment will be made as quickly as practicable, but not later than fourteen (14) calendar days following the effective date of layoff.

ARTICLE 23. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a difference or dispute between the Employer and the Union and/or bargaining unit employee regarding the application, meaning, or interpretation of a provision(s) of this agreement. The time limitations for the grievance procedure provided herein may not be extended, unless mutually agreed to by both parties. A grievance not resolved within any step by failure of the employee to meet the prescribed time limits shall be considered withdrawn and settled based upon the Employer's last answer. A grievance not resolved within any step by failure of the City to meet the prescribed time limits shall be deemed to have been answered in the negative and automatically appealed to the next step. The Union shall then have seven (7) calendar days from the date the response was due to submit written notification to the Mayor of a request for a Step 2 meeting, or fifteen (15) working days to submit a notice of intent to arbitrate, as may be applicable. All grievances shall be processed in the following manner:

Step 1. The aggrieved employee shall present the grievance in writing, on a form mutually agreed upon by OCSEA and the City furnished by the City. The statement of the grievance shall set forth the facts involved, the approximate time of their occurrence and/or when the employee first had knowledge of the occurrence, the relief requested and shall be signed and dated by the employee. Grievances shall be submitted to the Service Director within seven (7) calendar days after the employee knew or should have reasonably known of the event. The Service Director shall give the answer in writing to the employee and OCSEA within seven (7) calendar days after receiving the grievance.

Step 2. If the grievance is not adjusted in Step 1, the employee may appeal the grievance in writing to the Mayor within seven (7) calendar days after receiving the Service Director's answer in Step 1. The parties shall meet at a mutually convenient time, but at least within seven (7) calendar days after the employee has appealed the grievance. The Mayor shall give the answer in writing to the employee and OCSEA within seven (7) calendar days after the grievance meeting has been held.

Step 3. If the grievance is not adjusted in Step 2, the union may appeal the grievance in the following manner:

The steward shall notify the Mayor and the Union within fifteen (15) working days of the receipt of the Step 2 answer of his desire to seek arbitration. The determination of whether to seek arbitration rests with the Union. Only disputes involving the interpretation, application, or alleged violation of the express provision(s) of this agreement shall be subject to arbitration. Within fifteen (15) days of such notification, the parties shall meet or confer to select an arbitrator pursuant to the voluntary labor arbitration rules of the American Arbitration Association. Any question of arbitrability shall be determined by an arbitrator. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the expressed language of this agreement. Costs of the arbitration shall be borne by the losing party. In the case of a split decision, the costs shall be borne equally by the parties. However, where a question of arbitrability arises, if the arbitrator decides the grievance is non-arbitrable, or decides it is arbitrable but decides against the Union on the merits, the Union shall be considered the losing party. The decision of the arbitrator shall be in writing and shall be final and binding on the parties in matters of contract interpretation and discipline only.

Either party to this agreement shall be permitted to call witnesses and present any relevant evidence at any step of the grievance procedure. No limit shall be placed on the number of witnesses. There may be one (1) OCSEA representatives present at each step of the procedure. Additionally, one (1) non-employee OCSEA representative may attend Step 2, and additional non-employee representatives may attend Step 3 as deemed appropriate. Where an employee elects to represent himself in any grievance matter, the Union shall have an opportunity to be present at any grievance adjustment without intervention. If an employee(s) chooses to represent himself/herself, no adjustment to the grievance shall be in violation of the express provisions of this agreement. The employee may present his grievance on City time, but the use of City time for this purpose shall not be excessive and shall be at the discretion of the City. When a group of employee's desires to file a grievance involving a situation affecting each

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employee in the same manner, one (1) employee selected by such group may process the grievance as the designated representative of the group.

ARTICLE 24. HEALTH PLAN/INSURANCE

Section 1. The City agrees to make available a group health insurance plan in the form of a Health Savings Account (HSA) policy, including a prescription drug program, vision, and dental program, to all full-time bargaining unit employees at the same or comparable benefit levels as in effect on 9/1/2021. The employee may elect one of the tiered levels of coverage as follows: single; employee and child; employee and spouse; or family (dependent) coverage.

- A. Effective September 1, 2021, employee shall pay twelve percent (12%) of the premium amount or monthly cap amount stated herein, whichever is less.

<u>HSA</u>	
Single	\$75.00
Employee and Child	\$150.00
Employee and Spouse	\$140.00
Family	\$215.00

- B. Effective September 1, 2022, employee shall pay twelve percent (12%) of the premium amount or monthly cap amount stated herein, whichever is less.

<u>HSA</u>	
Single	\$80.00
Employee and Child	\$160.00
Employee and Spouse	\$150.00
Family	\$230.00

- C. Effective September 1, 2023, employee shall pay twelve percent (12%) of the premium amount or monthly cap amount stated herein, whichever is less.

<u>HSA</u>	
Single	\$86.00
Employee and Child	\$171.00
Employee and Spouse	\$161.00
Family	\$246.00

1. City will pay the remaining premium for all coverage options.
2. The City will fund the HSA deductibles in the amount of \$2,250 for single coverage and \$4,500 for family coverage effective September 1, 2021.
3. If the City receives an increase in its Health Insurance deductible effective September 1, 2022 or effective September 1, 2023, then the City and the Employee will share the cost of the increase with half of the increase being the responsibility of the City and half of the increase being the responsibility of the Employee with the employee share of the increase capped at \$125 for single coverage and capped at \$250 for family coverage.
4. The parties agree to form a Health Care Committee by January 1, 2018 that will consist of the Mayor, Finance Director, one member of council, one member from each union, and one non-union employee. The Committee will meet quarterly on City time. The Committee will serve in an advisory capacity to the City.

Section 3. The City, at its sole cost and expense, shall provide each full-time employee with group life insurance coverage in the fact amount shown below.

Employee.....	\$30,000
Spouse.....	\$ 5,000
Each dependent Child under 18.....	\$ 2,000
(Insurance limited to \$100 for dependents age 15 days to 6 months)	

Section 4. Opt Out – In the event the employee chooses to opt out of the City’s health plan, he may do so only on the policy anniversary date. Every employee who chooses to opt out of the City’s health plan shall provide proof of insurance from another source and shall receive the following:

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- 1. Employee \$200 per month
- 2. Employee and Child \$200 per month
- 3. Employee and Spouse \$300 per month
- 4. Family \$400 per month

Payable either monthly or annually in the pay period that includes the policy anniversary date.

ARTICLE 25. WAGES

Section 1. Effective October 1, 2021 the City of Cortland agrees to pay 100% of the employee’s statutorily required contribution to the Ohio Public Employee Retirement System. In the event the City, by virtue of amendments to Ohio’s Retirement System, is prohibited from picking up the employee’s contribution to the Retirement System, the City agrees to increase the employee’s hourly wage by the amount of the ten percent (10%) pick up for which the City has been responsible.

Section 2. Effective October 1, 2021 the contract rate of pay for bargaining unit employees will increase by forty-five cents (\$.45) per hour as set forth herein:

Classifications	Probationary Rate	End Probation Rate
Equipment Operator	\$22.12	\$22.71
Laborer	\$19.24	\$19.53
Mechanic	\$23.59	\$24.31
Semi-Skilled Laborer	\$19.86	\$21.55
Utility Operator	\$22.71	\$23.37
Superintendent	\$25.13	\$25.86
Assistant Superintendent	\$24.15	\$24.98

Section 3. Effective September 29, 2022 the contract rate of pay for bargaining unit employees will increase by forty-six cents (\$.46) per hour as set forth herein:

Classifications	Probationary Rate	End Probation Rate
Equipment Operator	\$22.58	\$23.17
Laborer	\$19.70	\$19.99
Mechanic	\$24.05	\$24.77
Semi-Skilled Laborer	\$20.32	\$22.01
Utility Operator	\$23.17	\$23.83
Superintendent	\$25.59	\$26.32
Assistant Superintendent	\$24.61	\$25.44

Section 4. Effective September 28, 2023 the contract rate of pay for bargaining unit employees will increase by forty-seven cents (\$.47) per hour as set forth herein:

Classifications	Probationary Rate	End Probation Rate
Equipment Operator	\$23.05	\$23.64
Laborer	\$20.17	\$20.46
Mechanic	\$24.52	\$25.24
Semi-Skilled Laborer	\$20.79	\$22.48
Utility Operator	\$23.64	\$24.30
Superintendent	\$26.06	\$26.79
Assistant Superintendent	\$25.08	\$25.91

Section 5. The City agrees to pay a Hazardous Duty Bonus to each of its non-probationary employees in the Service Department at 1.5% of the employee’s regular rate of pay as defined in Article 25, Section 11 of this contract on the first full pay in January of each year of this contract.

Section 6. Longevity. After three (3) years of service, each full-time employee shall be paid, effective with the anniversary date of employment, an additional amount, as follows:

- After three (3) years three percent (3%)
- After seven (7) years..... five percent (5%)
- After eleven (11) years..... seven percent (7%)
- After fourteen (14) years..... eight percent (8%)

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After twenty (20) years.....ten percent (10%)
After twenty-five (25) years.....eleven percent (11%)

Section 7. Shift Differential. Any employee whose majority of regular working hours fall between the hours of 3:00 p.m. and 11:00 p.m. shall be entitled to a shift differential of twenty cents (\$.20) per hour for regularly scheduled hours worked. Any employee whose majority of regular working hours fall between the hours of 11:00 p.m. and 7:00 a.m. shall be entitled to a shift differential of twenty-five cents (\$.25) per hour for regularly scheduled hours worked.

Section 8. Licenses. Any employee holding a Class I water license will receive twenty-five cents (\$0.25) more per hour than the employee’s base rate as defined in this article. Any employee holding a Class II water license will receive sixty-one cents (\$0.61) more per hour than the employee’s base rate as defined in this article. Any employee holding a Class III water license will receive one dollar and sixteen cents (\$1.16) more per hour than the employee’s base rate as defined in this article.

Section 9. Certification.

(a) CDL/Pesticide. Any employee holding a CDL class B driver’s license, or a pesticide application certification will be paid two hundred twenty-five dollars (\$225.00) in the first full pay period in each December of the contract.

(b) Training. Employees will receive the sum of \$150.00 per training class approved by the Service Director not to exceed two (2) training classes per calendar year. Payment will be issued in the pay period following submission of completion certificate or proof of attendance.

Section 10. Operator-In-Charge. The Superintendent of Public Service shall be the Operator in Charge of the water system. In order to better address the demands of managing the Service Department, the Superintendent may assign the duties of Operator in Charge to a qualified utility operator. The duties of the Operator in Charge are assigned by making a formal written request to the Service Director, subject to approval by the Service Director.

The qualified utility operator shall possess the current license as required by Ohio EPA and have backflow prevention certification. When functioning as Operator in Charge the utility operator shall be paid an additional seventy-five cents (\$.75) during the probationary period, with an increase to one dollar (\$1.00) at the completion of the probationary period.

Section 11. For the purpose of definition, the term “regular rate of pay” when used in any section of this contract will be the contract rate (as defined within this article), plus longevity, plus licenses, plus shift differential, plus operator in charge.

Section 12. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 13. Each employee will be paid Essential Worker Pay in the amount of 1.5% of their regular rate of pay (contract rate + longevity + licenses + shift differential + operator in charge) which will be payable in the first full payment of October in each contract year.

ARTICLE 26. SAVINGS

Section 1. Should any part of this agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the agreement will not be affected thereby but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and the Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

ARTICLE 27. BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code, Chapter 124, nor any local city ordinances pertaining to wages, hours, terms and other conditions

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of employment, where such matter has been addressed by this agreement, shall apply to employees in the bargaining unit. To the extent that any City ordinance(s) in effect as of 7-1-92 provides a benefit where such matter is not addressed by a provision of this agreement or reserved to management pursuant to the provisions of 4117.08 and 4117.10 ORC and Article 5, Management Rights, herein, such benefits shall continue to be determined by those City ordinances subject only to amendment, modification, or deletion by legislative action. It is expressly understood that the Ohio Department of Administrative Services and the City of Cortland Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this agreement.

Section 2. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Cortland Civil Service Commission), the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 O.R.C. Furthermore, Section 124.57 O.R.C. shall continue to apply to bargaining unit employees.

ARTICLE 28. SCOPE OF AGREEMENT

Section 1. This agreement is the total agreement between the City and the Union, and all previous agreements are hereby invalidated. Likewise, after the effective date of this agreement, all past practices may not be considered as binding authority in any proceeding arising under this agreement.

Section 2. The City agrees to re-open negotiations as to the economic issues in the contract if any economic benefit over and above those stated herein is granted to the other two unions.

Section 3. It is hereby mutually agreed between the City and the Union that all terms and provisions of this agreement regardless of the date of final approval, will be retroactive beginning October 1, 2021.

ARTICLE 29. PERIOD OF AGREEMENT

Section 1. This agreement shall continue in force and effect for three (3) years from its effective date of October 1, 2021, through September 30, 2024, and shall constitute the entire agreement between the City and the Union. All rights and duties of both parties are specifically expressed in this Agreement.

This agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it at any time.

ARTICLE 30. DRUG FREE WORKPLACE

Section 1. It is the intent and obligation of the City to provide a drug free work environment. This policy has been developed in recognition of and in response to the rights of each individual as well as our responsibility to assist in the elimination of the national problem; particularly when the problem concerns our employees. The City Drug Free workplace policy is included as a part of this agreement in Appendix B and will only be modified as required by law or as approved by the City and Union.

ARTICLE 31. SIGNING BONUS PREMIUM PAY

Section 1. Upon ratification of this agreement, employees will receive a one-time, flat rate signing bonus representing the American Rescue Plan Act Premium Pay of two thousand dollars (\$2,000.00) payable in December of 2021.

EMERGENCY

This Ordinance having the procedural rules suspended shall take effect immediately in order to abide by the rules and regulations of the Ohio State Employment Relations Board and avoid costly litigation and as being in the best interest of the public health and safety and welfare of the residents of the City of Cortland, Ohio.

PASSED IN COUNCIL THIS 20TH DAY OF DECEMBER, 2021.

ATTEST:


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

O-34-21

DECEMBER 20, 2021

Ordinance No. _____

Passed _____, 20____

FILED W/ MAYOR 12/20/21
DATE


MAYOR

DATE APPROVED 12/21/21

ROLL CALL
EMERGENCY

Bradley, aye
Fleischer, aye
McClain, aye
Moore, aye
Picuri, aye
Piros, aye
Rowley, aye

ORDINANCE

Bradley, aye
Fleischer, aye
McClain, aye
Moore, aye
Picuri, aye
Piros, aye
Rowley, aye

RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES (01/24/2018) FORM NO. 10043

O-34-21

DECEMBER 20, 2021

Ordinance No. _____ Passed _____, 20____

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this ___ day of December, 2021.

FOR THE CITY OF CORTLAND


FOR THE UNION


Deidre Petrosky, Mayor


Chris Mabe
OCSEA President

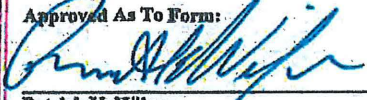

Kimberly Blasco
Services Director


Jeff Freeman
OCSEA Staff Representative


Scott Rowley
Council Representative


Michael Smith
Negotiating Team


Chris Guesman
Negotiating Team

Approved As To Form:

Patrick K. Wilson
Cortland Law Director

APPENDIX B
CITY OF CORTLAND
DRUG FREE WORKPLACE POLICY

OVERVIEW

The City of Cortland has a vital interest in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the general public we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, the City of Cortland is committed to maintaining an effective, efficient and safe drug free work environment at all City facilities and work sites in order to safeguard City personnel, property, equipment, and the people we serve.

The following policy establishes the standards, rules, procedures and disciplinary guidelines the City will use, as a condition of employment and continued employment with the City, in order to enforce this policy and to promote a drug free work environment.

(A) Employment Conditioned Upon Compliance with Drug Free Policy

1. The City of Cortland will not hire anyone who is known to currently abuse alcohol and/or other controlled substances.
2. Continued employment with the City of Cortland is conditioned upon your full compliance with this Drug Free Policy.

(B) Report Fit for Duty

Employees, including supervisors, are required to report to work in a fit condition to perform their duties. Employees shall not illegally be under the influence of alcohol and/or controlled substances while on duty.

(C) Use of Drugs or Alcohol in the Workplace

The City of Cortland strictly prohibits the use of alcohol or controlled substances by employees in the workplace. Employees are prohibited from:

1. reporting to work or working while using illegal or unauthorized drugs.
2. reporting to work or working when the employee uses any drugs, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.
3. reporting to work or working while reporting for duty or remaining on duty while under the influence of alcohol.
4. consuming/using illegal drugs or any other drugs, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.
5. consuming/using alcohol at the work place during working hours, including meal and break periods.
6. police department employees should avoid taking any medications that will impair their ability to safely and completely perform their duties. Any, Police Department Employee who is medically required or has a need to take any such medication shall report that need to his/her immediate supervisor prior to commencing any on duty status. No Police Department Employee shall be permitted to work or drive a vehicle owned or leased by the Department while taking medication that has potential to impair his/her abilities without a written release from his/her physician.

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(D) Unlawful Manufacture, Distribution, Dispensing, Possession, or Use of Alcohol or a Controlled Substance

Employees are prohibited, while on duty, on or off the workplace, from possessing, using, purchasing, transferring, unlawfully manufacturing, distributing, or dispensing illegal controlled substances, abusing alcohol, or abusing prescription drugs in any way that is illegal.

(E) Inspection of Premises

The City reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of City issued lockers, desks or other suspected areas of concealment

(F) Employee Assistance Program

Cortland currently has an Employee Assistance Program (EAP) that refers employees or their families to appropriate substance abuse rehabilitation programs. Employees with substance abuse problems are encouraged to voluntarily contact the EAP and enroll in a certified rehabilitation program. Voluntary contact of the EAP or enrollment in a substance abuse program will not adversely affect employment. However, continued conduct including, but not limited to, unacceptable job performance, attendance, and/or behavioral problems will result in disciplinary action, up to and including termination.

(G) Voluntary Submission to Rehabilitation Program

1. Any employee who comes forward prior to a complaint or investigation, triggered by the use of the Reasonable Cause/Suspicion Testing Form, of the use of **street and/or illegal drugs** while at work may be permitted in lieu of termination, at the City's sole discretion, to participate in and successfully complete an appropriate treatment, counseling, or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment.
2. Any employee who comes forward prior to a complaint or investigation, triggered by the use of the Reasonable Cause/Suspicion Testing Form, of the use of **alcohol or prescription drugs** will be referred, in lieu of termination, to participate in and successfully complete an appropriate treatment, counseling, or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment.

(H) Testing

1. **Post-Offer Employment Pre-Duty Testing:** Drug tests (not including alcohol) are required for all final applicants for positions covered by Federal DOT testing requirements (i.e., CDL holders whose job duties will require them to drive Commercial Motor Vehicles for the City) and/or safety sensitive positions. Persons entering these positions from outside city government, and current city employees who do not perform safety-sensitive functions (as defined in 49 CFR Part 382) who are transferring into these positions, must be tested.
2. **Reasonable Suspicion Testing:** Employees may be tested for drugs and/or alcohol when there is a reasonable suspicion that they are using or have used illegal drugs and/or alcohol.

"Reasonable suspicion" testing shall be conducted when there is reasonable suspicion to believe that an employee, when appearing for duty or on the job, is under the influence of, or their job performance is impaired by alcohol or other drugs. This reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that a covered employee is under the influence of, or is using or abusing alcohol or drugs. Specific, objective facts and reasonable inferences, drawn in light of experience and training, may be based on, but are not limited to, any of the following:

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CITY OF CORTLAND

DRUG FREE WORKPLACE POLICY

- Observable phenomena, such as direct observation of use, possession, or distribution of alcohol or a controlled substance, or of the physical symptoms of being under the influence of alcohol or a controlled substance, such as but not limited to slurred speech, dilated pupils, odor of alcohol or a controlled substance, changes in affect, or dynamic mood swings;
- A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance such as frequent absenteeism, excessive tardiness, or recurrent accidents;
- The identification of a covered employee as the focus of a criminal investigation into unauthorized possession, use, or trafficking of a controlled substance;
- A report of use of alcohol or a controlled substance provided by a reliable and credible source;
- Repeated flagrant violations of the safety or work rules of the City that are determined by the covered employee's supervisor to pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a controlled substance and that do not appear attributable to other factors.
- A Police Officer discharges a firearm in the performance of his/her duties except animal termination or training.
- Any Police action that results in death or serious injury.

The City of Cortland's "Reasonable Suspicion Testing" form shall be prepared each time a person is suspected of drug or alcohol use. A copy of this "On Demand Drug Testing" Form is attached hereto for reference.

An employee ordered to undergo drug or alcohol testing due to reasonable suspicion must ALWAYS be transported and accompanied by a member of management to and from the collection/alcohol site until the completion of all required testing or instructed otherwise by competent medical personnel at the testing site.

The supervisor shall prepare a written record documenting the specific facts that led to the decision to request the test, and shall inform the employee in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both;
- (b) The result of the test is not admissible in any criminal proceeding against the employee;
- (c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

3. **CDL Random Testing:** Employees who, as a part of their job responsibilities, are or may be required to operate motor vehicles requiring a Commercial Driver's License (CDL), whether union or non-bargaining, will be subject to random testing pursuant to the terms and conditions of the Omnibus Transportation Employee Testing Act of 1991.
4. **Post-Treatment Random Testing:** Employees who are directed for random follow-up testing as directed by an EAP or Substance Abuse Professional (SAP).
5. **Post-Accident Testing:** Employees must be tested for alcohol and controlled substances (amphetamines, cocaine, marijuana, opiates and phencyclidine [PCP]) following an accident while on duty for the City if:
 - a. A fatality occurs, or

APPENDIX B
CITY OF CORTLAND
DRUG FREE WORKPLACE POLICY

- b. While driving a City vehicle the employee is involved in an accident and is cited for a moving violation of any kind, or
- c. Any involved vehicle requires towing from the scene, or
- d. Any personnel involved requires medical treatment away from the scene of the incident, or
- e. Injury occurs that requires medical treatment beyond first aid and/or lost time, or
- f. Damage to property exceeds \$1,000.00 except intentional police action not resulting in death or serious injury, animal termination or training.

If it is clear that the employee did not contribute to the cause of the accident, the employee will be exempted from drug and alcohol testing, unless the employee otherwise is subjected to reasonable suspicion testing.

Employees must immediately notify their appointing authority, or designee, about the accident (if medically able to do so), remain available for testing, and for CDL operators not consume any alcohol for eight (8) hours after the accident, or until an alcohol test has been administered, whichever comes first and all other employees shall not consume any alcohol for three (3) hours after the accident or until an alcohol test has been administered whichever comes first. Post-accident alcohol testing must be performed within two (2) hours following the accident, if this is not done management must document why it was not done. If an alcohol test is not administered for a CDL operator within eight (8) hours following the accident, the City shall cease attempts to administer an alcohol test and shall document why the test was not done. Post-accident drug testing must be performed as soon as possible after the accident, but shall not be done more than 32 hours after the accident. If the drug test was not done within the 32-hour time limit, management must document why it was not done.

In the event a post-accident test is necessary, the City is not required to use one of the City's designated collection providers, but instead may use federal, state, county, or local authorities to conduct such tests, provided the test giver has independent authorization to conduct such tests, the test process conforms to the Omnibus Transportation Employee Safety Act of 1991 and the test results can be obtained by the employer.

The City must take all necessary steps to perform the required post-accident testing of the employee. If the employee is seriously injured following the accident, the employee must provide the necessary authorization to allow the City to obtain hospital reports and other documentation that would indicate whether controlled substances contributed to the accident.

An employee ordered to undergo a post-accident test must ALWAYS be transported and accompanied by a member of management to the collection/alcohol site until the completion of all required testing or instructed otherwise by competent medical personnel at the testing site. However, in cases where the employee is seriously injured and is transported to a medical facility by a rescue unit, a member of management need not accompany the injured employee to the medical facility.

- 6. Return-to-Duty and Follow-up Testing:** Any employee with a positive alcohol or drug test will be required to complete a return-to-duty drug and/or alcohol test with a negative test result as a condition for returning to work. Unless the collective bargaining agreement provides otherwise, the employee, after successfully completing the return-to-duty test (meaning an alcohol test under 0.02 BAC or a negative controlled substance test), will be subject to a minimum of six (6) unannounced follow-up tests during the twelve (12) months following the employee's return to work. The covered employee will be responsible for paying for those six (6) follow-up tests. Any additional tests beyond six (6) during the first 12 months after the covered employee returns to duty shall be at the City's cost.

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Follow-up testing may continue for up to twenty-four (24) months after the employee returns to work, if ordered by the EAP or Substance Abuse Professional (SAP). The covered employee will be responsible for paying for up to six (6) follow-up tests each subsequent year for the period up to twenty-four (24) months after the covered employee returns to duty.

7. **Testing Standards:** Attached hereto as Schedule 1 and incorporated herein are the testing standards adopted by the City of Cortland.

(I) Refusal to be Tested

Testing is fundamental to assuring a drug free work environment. Refusal to be tested when requested by a City supervisor or law enforcement official includes the following conduct:

1. Saying "no" and refusing to take a required test;
2. Failing to provide adequate breath for alcohol testing without a valid medical explanation;
3. Failing to provide adequate urine for drug testing without a valid medical explanation;
4. Engaging in conduct that clearly obstructs the testing process (i.e., attempting to manipulate the drug/alcohol testing process through adulteration or substitution of the specimen); or
5. Failing to remain available for testing following an accident involving a city vehicle.

In such event, disciplinary action will be in accordance with this policy.

(J) Consequences to Employees Refusing to Submit to Testing or Providing False Information in Connection with Testing

- An applicant who refuses a post-offer employment/pre-duty test will not be hired.
- An employee who refuses a return-to-duty test will not be returned to duty and termination proceedings may be initiated.
- An employee who refuses a post-accident, random, reasonable suspicion or follow-up test will be treated as if they had a positive result.
- An employee who refuses a post-accident, random, reasonable suspicion or follow-up test will be subject to discipline for insubordination.
- An employee who provides false information or attempts to falsify test results shall be removed from duty immediately and subject to discipline up to and including termination.

(K) Discipline

An employee in violation of the City's Drug-Free Workplace Policy is subject to disciplinary action up to and including termination, and/or the disciplinary provisions of any applicable collective bargaining agreements, and/or City ordinances, policies, and procedures, as well as subject to criminal prosecution.

Any employee who violates this policy who is subject to termination may be permitted in lieu of termination, at the City's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment.

(L) Evaluation by a Substance Abuse Professional (SAP)

Any employee who is not discharged as a result of a positive alcohol test or a positive drug test result shall undergo evaluation by a Substance Abuse Professional (SAP) and will be required, as a condition of continued employment, to successfully participate in any counseling or treatment program as recommended by the SAP.

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In the event that an employee is required by an SAP to participate in any counseling or treatment program, the covered employee's health insurance coverage with the City may be used and sick leave may be used for counseling or treatment, pursuant to the terms of individual collective bargaining agreements and City ordinances.

Upon successful completion of the counseling or treatment program that was recommended by the SAP, the covered employee shall submit to a return-to-duty drug and/or alcohol test. The result of the return-to-duty test(s) must be below 0.02 for alcohol or have a negative result if testing for controlled substances. A return-to-duty drug test that is positive or a return-to-duty alcohol test above .02-BAC may serve as grounds for immediate discharge.

The employee shall also be subject to unannounced follow-up testing.

(M) Confidentiality

Confidentiality about alcohol and/or drug test results will be maintained to the extent provided by law.

(N) Work Assignment After Treatment

Once an employee successfully completes rehabilitation, they shall be returned to their regular work assignment granted that the employee has been medically recertified as qualified for performing the essential duties that their position requires.

(O) Right of Appeal

The employee has the right to challenge the results of the drug and alcohol tests. Any discipline imposed shall be in accordance with the procedures outlined within the City's rules and regulations and applicable collective bargaining agreements.

(P) Non-Discrimination

Consistent with its fair employment policy, the City maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The City will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the City's policies and applicable federal, state or local laws.

(Q) Suspected Criminal Conduct

Any suspected criminal conduct involving a controlled substance in the workplace or any location where employees conduct official business will be reported to the Cortland Police Department or other appropriate law enforcement officials.

(R) Notification

Pursuant to the Drug-Free Workplace Act, employees are required to notify their Appointing Authority within five (5) days after they are convicted of violating a criminal drug statute. Criminal drug statutes are defined as any Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance. A violation involving alcohol is not reportable under this law. A conviction means a finding of guilt, no contest (including a plea of *nolo contendere*) or the imposition of a sentence by a judge or jury in any court. Any employee who fails to report such a conviction will be subject to immediate termination and/or the discipline provisions of the various City collective bargaining agreements, and City ordinances, rules, policies and procedures.

Employees should inform their Department Head, Appointing Authority, or Human Resources if they believe a co-worker is consuming/using illegal drugs or alcohol at work.

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DRUG FREE WORKPLACE POLICY**

(S) Federal Regulations Prevail

To the extent that this policy is inconsistent with or conflicts with the provisions or requirements of new or updated Federal regulations, such regulations shall control.

(T) Collective Bargaining Agreement Prevails

In the event a drug and alcohol policy is negotiated into a Collective Bargaining Agreement or Memorandum of Understanding and is in conflict with any of this policy, that Agreement or Memorandum will prevail and be controlling where differences exist.

FINAL

**APPENDIX B
CITY OF CORTLAND
DRUG FREE WORKPLACE POLICY**

SCHEDULE 1

City of Cortland Drug Free Workplace Testing Standards.

Drugs Tested:

Drug Name	Results	Screening Cutoff	Confirmation
Marijuana		50 ng/ml	15 ng/ml
Cocaine		150 ng/ml	100 ng/ml
Amphetamines		500 ng/ml	250 ng/ml
Opiates		300 ng/ml	300 ng/ml
6-Monoacetylmorphine		10 ng/ml	10 ng/ml
Propoxyphene		300 ng/ml	300 ng/ml
Oxycod/Oxymorph		100 ng/ml	100 ng/ml
PCP		25 ng/ml	25 ng/ml
Barbiturates		300 ng/ml	300 ng/ml
Benzodiazepines		300 ng/ml	300 ng/ml
Methadone		300 ng/ml	300 ng/ml
Ecstasy		500 ng/ml	250 ng/ml

Screening Cutoff- Concentration levels of a drug in the employees' system (at or above) that is considered a positive test.

Confirmation Cutoff- Conducted after the **screening cut-off** concentration level has been met. It is tested by Gas Chromatography-Mass Spectrometry (GC-MS).

Positive Test- Concentrations at or above the **screening cut-off** level, and it shall be viewed as employee took the drug with intent, and therefore is in violation of this policy and subject to corrective work actions.

Negative Test- Concentrations below the **screening cut-off** level the employee had no intent in taking drug, and therefore shall not be considered a violation of this policy. No corrective work actions shall be taken.

ng/ml- Nomograms per milliliter is the unit of measure most commonly used to express drug testing cut-off levels and quantitative test results in urine and oral fluids.

Results- Shall be reflected as either negative or positive.

A positive test for alcohol shall be set at the level recognized by the State of Ohio at the time of the testing.

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The drugs and levels being tested may be updated as needs and technology dictates.

Acknowledgement and Approval

Employees signing below acknowledge receiving, reviewing and approving this Drug Free Workplace Policy.

1. Michael G. Smith
Print Name

[Signature]
Signature

10/06/2020
Date

2. Christopher L. Guesman
Print Name

[Signature]
Signature

10/06/2020
Date

3. _____
Print Name

Signature

Date

4. _____
Print Name

Signature

Date

5. _____
Print Name

Signature

Date