



COLLECTIVE BARGAINING AGREEMENT

CITY OF MASON, OHIO

AND

**TRUCK DRIVERS, CHAUFFEURS and
HELPERS LOCAL UNION 100
an affiliate of the
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

EXPIRATION: Midnight, December 31, 2011

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between the CITY OF MASON, OHIO, hereinafter referred to as the "Employer", and TRUCK DRIVERS, CHAUFFEURS and HELPERS LOCAL UNION 100, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

ARTICLE 1 – PURPOSE

This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its employees, and the Union.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union, as the sole and exclusive bargaining agent for the purpose of representation and collective bargaining in any and all matters related to wages, hours, and terms and conditions of employment of all employees in the bargaining unit certified in Case No. 85-RC-10-4480 consisting of: all full-time and regular part-time non-uniformed employees of the Water and Sewer and Transportation Divisions of Public Service Department in the City of Mason including laborers, crew leaders, mechanics, utility workers, servicemen, maintenance men, plant operators, and equipment operators, and excluding all management level employees, clerical employees, confidential employees, supervisors and all other employees excluded by the Code. It is understood that membership in the Union is at the discretion of each individual employee. Employees in the bargaining unit covered by this Agreement have the right to participate or not participate in the Union as they see fit.

ARTICLE 3 – UNION MEMBERSHIP AND FAIR SHARE

3.1 **Union Membership.** Subject to the provisions in paragraphs 3.4 and 3.5 below, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing; all employees hired after the effective date of this Agreement may become and remain members in good standing; a member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the union.

3.2 **Dues Checkoff.** The Employer agrees to deduct Union membership dues from the paychecks of employees covered by this Agreement who are members of the Union. The deduction shall be made from the first pay of each month. The deduction shall be at no cost to the Union and shall be in the amount certified by the Union to the Employer. No deduction shall be made from the pay of any employee unless and until the Union furnishes to the City Manager a payroll deduction form signed and dated by the employee member of the Union authorizing the deduction. The Employer agrees to furnish to the Union once each calendar month a warrant in the aggregate amount of the deductions made for that calendar month together with a listing of the employees for whom dues deductions were made. The deduction shall be made by the Employer from each covered Union member during the term of this Agreement. The Union shall indemnify and hold harmless the Employer from any claims made against the Employer arising out of this section.

3.3 **Fair Share Provision.** It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary

period or sixty (60) days following the beginning of employment, whichever is less, or sixty (60) days after the effective date of this contract, whichever is later.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

3.4 Bona Fide Religious Exemption. Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the Employer and Union that this has been done. Employees who fail to meet this requirement shall be discharged by the Employer upon demand of the Union.

3.5 New Hires. The Employer will notify the Union of all new hires, within the unit, within ten (10) days after their having been accepted, furnishing the Union with the new employee's name, social security number, mailing address and the position for which he or she was hired.

ARTICLE 4 – INTERPRETATION OF AGREEMENT

4.1 Legal References. Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the applicable provisions of Chapter 4117 of the Ohio Revised Code. Where this Agreement makes no specification about a matter, the Employer, the Union, and the employees are subject to all applicable federal, state, and local laws and regulations pertaining to the wages, hours, and terms and conditions of employment for bargaining unit members. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement are not superseded by this Agreement. The conduct and grading of promotional examinations, the rating of candidates, the establishment of eligible lists from examinations and the original appointments from eligible lists are not subjects of bargaining under this Agreement.

4.2 Savings Clause. Should any part of this Agreement be invalid by operation of law now existing or promulgated in the future, or should any part of this Agreement be declared invalid by any state or federal court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement and such remaining portions shall remain in full force and effect. In such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 **Rights**. The Union recognizes the Employer's exclusive right to manage its affairs and the Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States and the Charter of the City of Mason. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer including but without limiting the generality of the foregoing:

- (A) the right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered;
- (B) the determination, purchase, and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation;
- (C) the right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean up time; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed;
- (D) the right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control in general improvement programs; and to establish, change, combine or discontinue job

classifications and prescribe and assign job duties, job content and job classification and establish wage rates for any new or changed classifications;

- (E) the right to determine the existence or nonexistence of facts which are the basis of the management decisions; to establish or continue policies, practices, or procedures for the conduct of the Service Department and its services to the citizens of Mason and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, redetermine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of Mason; to determine the number of hours per day or week any operation of the Service Department may be carried on except to the extent specifically limited to in this Agreement; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by management authorities; to establish training programs and upgrading requirements for the employees within the Department; to establish and to change work schedules and work assignments; to transfer, promote, demote, terminate or otherwise relieve employees from duty; to lay off employees for lack of work or lack of funds; to determine the facts of lack of work and lack of funds; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to take such disciplinary measures as the Employer may determine to be necessary for the orderly and efficient operation of the Service Department subject to the rules and regulations of the Personnel Review Board as they exist at the time of the disciplinary action;
- (F) to manage the departmental budget.

To the extent that the above rights are specifically limited by the other provisions of this Agreement, such other provisions will be controlling. To the extent that the above rights are specifically limited by the other provisions of this Agreement, alleged violations are subject to the grievance procedure.

ARTICLE 6 – LABOR MANAGEMENT COMMITTEE

In the interest of peaceful industrial relations, the parties shall establish a committee consisting of four persons. Two shall be appointed by Management, and two shall be appointed by the Union. The Committee will meet on the first Wednesday of odd-numbered months. The time of the meeting will be 3:00 p.m. unless otherwise stated. The purpose of the Committee shall be to build and maintain a climate of mutual understanding and respect in the solution of common problems. The agenda of the meeting will be agreed upon and reduced to writing forty-eight (48) hours in advance of the meeting and only items on the agenda will be discussed. Pending grievances and safety complaints will be resolved at the meeting.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 **Definition of Grievance.** A grievance is an allegation by a bargaining unit employee that Management has breached, misinterpreted or improperly applied a specific provision of the agreement. It is not intended that the Grievance Procedure be used to effect changes in the articles of this Agreement, nor in matters not covered by this agreement.

7.2 **Applicability.** A grievance may be initiated by a member of the bargaining unit or by the Union on behalf of a member of the bargaining unit. Issues which are grieved are finally determined for the remainder of the contract when they are formally settled or allowed to expire by lack of processing to the next step. If a grievance issue affects a group of bargaining unit employees, the grievance may be processed as a class grievance and not as a series or succession of individual grievances.

7.3 **Grievance Procedure.** It is the intention of the parties that the grievance procedure work efficiently and promptly. The parties recognize that the grievance procedure will not work if it is ignored or bogged down with frivolous matters. The procedure shall be conducted in a calm and businesslike manner with courtesy, restraint, and respect shown by both Management and employees. Short extensions of the time limits will be granted through mutual agreement in writing. Where logical and appropriate, steps of the grievance procedure may be skipped as long as the skipping of steps is agreed to in writing by the parties. If a grievance is not presented within the time limits for Step One, it shall be barred. If a grievant fails to take the grievance to the next step of the procedure within the specified time limits, the answer given by the Employer in the previous step shall be final. If the Employer fails to respond within the specified time at any step, the grievance shall be automatically transferred to the next step. The term “day” means a calendar day, except for Saturdays, Sundays, and legal holidays designated in this agreement.

- (A) Step One. A grievance must be initiated within three days after the incident was known by the grievant to have occurred. The grievance shall be reduced to writing on the grievance form and delivered to the Superintendent of Public Works or the Superintendent of Public Utilities. The Superintendent shall respond to the grievance in writing within three days after he receives it.
- (B) Step Two. If a grievant is not satisfied with the answer in Step One, the grievant must bring the grievance to Step Two by delivering it to the Personnel Director within three days after the Superintendent's Step One answer is given. The Personnel Director shall, within five days after receipt of the grievance, give his written answer.
- (C) Step Three. If the grievant is not satisfied with the Personnel Director's Step Two answer, the grievant may, within five days after the Personnel Director's answer is given, take the grievance to Step Three. Step Three is initiated when the grievant requests in writing that the grievance be placed upon the agenda for consideration at the next Labor Management Committee meeting. The Labor Management Committee will resolve the grievance.
- (D) Step Four - Arbitration. If the grievance cannot be settled at the Labor Management Committee step, the Union may request arbitration. The arbitration request must be made in writing to the Personnel Director within ten days after the conclusion of the Labor Management Committee meeting in Step Three. Any arbitration request received by the Personnel Director must be authorized by the Union within the ten-day period. Within ten days after receipt of the arbitration request, the Personnel Director and Union

President will jointly request from the Federal Mediation and Conciliation Service a panel of arbitrators. The arbitrator will be selected by alternate striking of names. A coin flip will determine who strikes first.

- (E) Arbitration Hearing Procedure. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles in this agreement. He may not modify or amend the agreement. The arbitrator shall have the power to issue subpoenas to compel attendance of witnesses. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its own merits before the same arbitrator. The decision of the arbitrator shall be issued in writing within 30 days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding. The arbitrator shall not establish any new or different wage rates not negotiated as part of the agreement. In cases of discharge, suspension or demotion, the arbitrator shall have the authority to award modification of the discipline. The fee of the arbitrator and rent, if any, for the hearing facility shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling such witness. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of any transcript. A member of the bargaining unit who is required to testify at the hearing will be released from his regularly scheduled assignment, if on duty, to testify at the hearing.

7.4 Grievance Representatives. The investigation and writing of grievances shall normally be on non-working time. With the prior approval of a supervisor, a grievance representative may be released from duty to meet briefly with a grievant, if the grievant's schedule, or work location would not be conducive to an investigative meeting on non-working time. The employer shall, to the extent possible, attempt to schedule grievance meetings provided for in the steps of this procedure at a time when the grievant and his representative, if he chooses to have one present, are on duty. Neither a grievant nor a grievant's representative will receive overtime pay for time spent in grievance activities.

7.5 Grievance Form. The Employer and the Union shall develop jointly a grievance form. Grievance forms will be supplied by the Union at no cost to the Employer. The form shall be designed to include at least the following information: a statement of the grievance and the facts involved; the Article and Section of the agreement allegedly violated; the remedy requested; and the signature of the employee(s) and/or his representative.

ARTICLE 8 - UNION STEWARDS

The Employer will recognize a chief steward and steward. The chief steward and steward will be appointed by the Union and the Employer will be notified in writing of their designation. The Employer is only required to recognize and deal with one steward at a time, i.e., the Employer is not required to allow more than one steward to attend grievance meetings on work time. The chief steward and steward will be the grievance representatives in the grievance procedure and will also serve as employee representatives in disciplinary matters. The chief steward and steward will also serve as the bargaining committee. When serving on the bargaining committee, the chief steward and steward may attend negotiation sessions during their scheduled duty hours if they are scheduled for duty during the time of the negotiation sessions. They will be paid at their regular rate for their scheduled duty hours during which they attend negotiation sessions. They will not, however, be paid for time spent beyond their regularly scheduled hours. At the end of the negotiation session, they shall return to their regular duties if the session ends before the end of their regularly scheduled shift.

ARTICLE 9 PROBATION

9.1 **New Employees.** All regular employees, both full-time and part-time, shall serve a probationary period beginning on the date they commence work and ending six months later. During the probationary period, the Employer has the right to terminate the employment of the employee with or without cause. The employee shall not receive seniority during the probationary period. Upon successful completion of the probationary period, an employee's seniority shall be counted from his date of hire.

9.2 **Promoted Employees.** An employee promoted to a new position shall serve a probationary period of ninety (90) days. During this probationary period, the Employer shall evaluate the performance of the employee in the new position, and if the Employer determines, in its sole discretion, that the employee is unsuitable for the new position, the Employer shall return the employee to his former position and rate of pay. A promoted employee may elect to return to his former position and rate of pay within ten (10) days after the date upon which he begins work in the new position.

9.3 **Pay Upon Completion of Probation.** Any increases in pay due an employee upon successful completion of probation shall be effective at the beginning of the payroll period next following the day upon which probation ends.

ARTICLE 10 - DISCIPLINE

10.1 **Scope.** The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed. All disciplinary action shall be taken and governed exclusively by the provisions set forth in this Article.

10.2 **Discipline for Cause.** No bargaining unit member shall be disciplined by a reduction in pay or position, suspension, written reprimand, or dismissal except for cause. Cause shall include, but not be limited to: dishonesty, bribery, misconduct, neglect of duty, habitual drunkenness, illegal use of controlled substances, incompetent, or refusal to obey orders given by proper authority. It is understood and agreed that probationary employees may be dismissed with or without cause.

10.3 **Progressive Discipline.** Forms of disciplinary action will be written warning; written reprimand, suspension without pay; demotion or discharge. Discipline will be applied progressively but it is understood that some serious violations may warrant immediate dismissal. In following the principle of "the punishment should fit the crime," the Employer will take into account the nature of violation, the employee's record of discipline, and the employee's record of performance and conduct.

10.4 **Disciplinary Guidelines for Absenteeism.** The parties recognize that absenteeism can impair production, impede service to the public and burden employees who must cover the workload of absent employees. The Employer expects employees to appear on time every workday ready and able to perform their duties. The Employer also recognizes that, on occasion, circumstances arise that make absence unavoidable. The term "absence" means that the employee is

not present to do his job, regardless of the reason or excuse (except vacation, holiday, or compensatory time day).

- (A) An employee will be considered tardy when reporting one minute or more after the employee's scheduled starting time.
- (B) Employees who are tardy will be docked for work time missed in increments of 6 minutes.
- (C) An employee who incurs two unexcused tardies or one unexcused absence in a 6-month period will be given a written warning. An employee who incurs three unexcused tardies or two unexcused absences within a 365-day period will be given a written reprimand. Unexcused tardiness or absence during a 365 day period in excess of three unexcused tardies or two unexcused absences may subject an employee to severe discipline.
- (D) At the discretion of the employee's departmental superintendent, an incident of absenteeism or tardiness will be "excused" if the reason for the absenteeism or tardiness is verified and found to be legitimate. It is the employee's responsibility to provide such information. False information or attempts to provide erroneous information may lead to immediate dismissal.
- (E) It is understood that the Employer retains and has not waived the right to remove and replace employees who have chronic attendance problems. In considering whether an employee has a chronic attendance problem, the Employer will consider the number of incidents of absenteeism in a twelve-month period, including excused and unexcused incidents and will also consider the total amount of work time missed. An employee who has eight

incidents of absenteeism in twelve months may be considered to have a chronic absenteeism problem. In determining whether an employee with eight incidents within twelve months in fact has a chronic attendance problem, the Employer will take into consideration whether the absences were excused or unexcused.

10.5 Procedure. Upon conclusion of any investigation into employee misconduct, and if the Employer believes that an employee is guilty of an act or omission for which disciplinary action is warranted, the Employer will without unnecessary delay, not to exceed thirty (30) days, take the following steps:

- (A) The employee will be notified that he is accused of conduct for which discipline is contemplated and the employee will be advised of the nature of the alleged conduct.
- (B) The employee will be advised of the time and place of a pre-disciplinary conference with the Personnel Director, and his right to bring with him to the conference a Union Steward.
- (C) At the conclusion of the conference, the Personnel Director shall do one of the following:
 - (1) Dismiss the allegations as unfounded without record.
 - (2) Impose appropriate discipline of record.
 - (3) Continue the conference for not more than 48 hours.
- (D) If the discipline imposed is a suspension, demotion, or discharge, the Union will be notified by the Employer and will be given an opportunity to meet with the Personnel Director within 48 hours after the conference. Any

agreement reached by the Union, the employee and the Employer at this stage shall be final and binding on the Union, the employee, and the Employer and shall not be subject to further appeal.

- (E) If no binding agreement is reached, the Employer will impose the disciplinary action and, if the disciplinary action consists of suspension, demotion, or discharge, the employee will then have the right to submit the matter to arbitration under the grievance procedure.

ARTICLE 11 - DRUG FREE WORKPLACE

All drug testing performed on employees shall be conducted in accordance with the following policy:

11.1 Definitions.

- (A) Drug Test. A urinalysis test administered under approved conditions and procedures to detect drugs.
- (B) Reasonable Suspicion. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent prudent person to suspect the employee was under the influence of drugs/narcotics.

11.2 General Rules.

- (A) Employees shall not take any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall notify their immediate supervisor of the medication prescribed. Any statutorily defined illegal use of drugs by an employee, whether on or off duty, is prohibited.
- (B) All property belonging to the City, including the entire premises of the City, is subject to inspection at any time without notice as there is no expectation of privacy.
 - (1) Property includes, but is not limited to, city-owned vehicles, desks, files, and storage lockers.

- (2) Employee-assigned lockers (including those that may be locked by the employee) are subject to inspection by the employee's supervisor in the presence of the employee.
- (C) All employees who have a reasonable basis to suspect that another employee is illegally using drugs or narcotics, shall immediately report the facts and circumstances of such use to their supervisor.
- (D) Failure of any employee to comply with the intent or provisions of this Article constitutes grounds for disciplinary action, including dismissal, or other action determined appropriate by the Personnel Director. Refusal by an employee to take a required test, i.e., a test that is ordered based upon reasonable suspicion as defined or under circumstances described below, will result in immediate relief from duties pending disposition of any administrative personnel action. A refusal occurs if the employee fails to agree to submit to a required test within two (2) hours of receiving the order.

11.3 Policy-Drug Testing/Urinalysis.

- (A) Employees shall be required to submit to a test for drug or narcotic use as outlined below:
 - (1) The Personnel Director may order a drug test when he has reasonable suspicion of drug use by an employee due to one or more of the following criteria: (a) incapable to perform his/her assigned duties, (b) reduced productivity, (c) excessive vehicle accidents, (d) high absenteeism, (e) other behavior inconsistent with previous performance, or (f) the employee is using, has possession of, has sold

or is under the influence of drugs (illegal or prescribed), or narcotics.

The evidence shall be made available to the employee.

- (2) The Superintendent may order a drug test: (a) where he has reasonable suspicion that an employee is using, or is under the influence of drugs or narcotics; (b) where the employee causes substantial property damage; (c) where there is on-duty injury to the employee or another person which requires hospital admission.
 - (3) The employee shall be advised of circumstances surrounding the order to test under 11.3(A)(2)(a), 11.3(A)(2)(b) and 11.3(A)(2)(c) above.
 - (4) Whenever practical, prior approval should be obtained from the Personnel Director before the Superintendent orders the test.
 - (5) A Superintendent who orders a drug test when he has reasonable suspicion of an employee's usage or possession, or that an employee is under the influence of drugs, shall forward a report containing the facts and circumstances directly to the Personnel Director.
 - (6) Test results reporting illegal drugs, narcotics, the use of controlled substances without a lawful prescription, or the abuse of prescribed drugs, will be submitted to the Personnel Director.
- (B) In the event that an employee is required to submit to a drug test, the following guidelines should be observed:
- (1) The employee shall be granted enough time to change from uniform to street clothing if the employee has street clothes in his locker.

- (2) The employee will be transported to the designated testing center by a supervisor.
 - (3) The employee may request that a City employee of his/her choice be present for the transportation and test, provided said individual is off duty and reasonably available.
 - (4) A controlled test will be conducted by personnel of the testing site.
 - (5) Subject to the rules of the testing authority the employee may have an observer for the test.
 - (6) The sample will be properly labeled, sealed, and turned over to the site personnel by the employee.
 - (7) All parties involved will be transported back to the Municipal Building.
 - (8) If the employee is held over his/her assigned time, he/she will be compensated for that time.
- (C) A negative test result shall bar the City from discipline for and the use or abuse of drugs in violation of this policy.
- (D) A positive test result, after a second qualifying test, may result in discipline.
- (E) Employees who have been found to be using illegal drugs or narcotics, or abusing prescription drugs, shall be provided a hearing before the City Manager or his designee where evidence is presented and preserved, before final action is taken against the employee.

ARTICLE 12 - PERSONNEL FILES

For purposes of this Section, "personnel file" means the official employee personnel file in the custody of the City Manager or his designee.

Each notation of disciplinary action taken with respect to an employee shall remain in the personnel file unless such action is subsequently reversed or dismissed, in which case, the notation shall be expunged.

Unsubstantiated allegations of misconduct which did not result in disciplinary action noted of record in the personnel file shall be removed from the personnel file.

Records of warnings and suspensions of five (5) days or less noted in an employee's personnel file more than two (2) years prior to a current offense shall not be considered in imposing discipline for the current offense.

An employee covered hereunder shall be allowed to review his personnel file at a reasonable time during non-working time upon written request to the City Manager or his designee. The file shall not be removed under any circumstances by the employee from the area designated for his review of the file. Personnel files shall be treated with confidentiality and their contents shall not be disclosed to persons other than the City Manager, Assistant City Manager, Personnel Director, Finance Director, Superintendent of Divisions wherein the employee works, and legal counsel for the City without the employee's consent unless the Employer is required by law, subpoena or court order to do so.