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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MAPLE HEIGHTS

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 507

TERM OF AGREEMENT: JANUARY 1, 2011 THROUGH DECEMBER 31, 2012

**Ordinance No.
Passed:
International Brotherhood of Teamsters 507**

ARTICLE I

PREAMBLE

1.01 This Collective Bargaining Agreement is hereby entered into by and between the City of Maple Heights "Employer" and the International Brotherhood of Teamsters Local Union No. 507 ("Union").

ARTICLE II

PURPOSE AND INTENT

2.01 This Agreement is made for the purpose of:

(1) Continuing and promoting cooperation and harmonious relations between the Employer and the Union, including members of the collective bargaining unit;

(2) Establishing equitable and peaceful procedures for the resolution of differences between the parties;

(3) guaranteeing the timely and effective delivery of vital services to the residents of Maple Heights; and,

(4) providing the definition of the respective rights, responsibilities and duties of the parties to this Agreement.

2.02 In order to accomplish these purposes, the Employer encourages its employees to openly discuss with their supervisors those work-related problems, which affect the employees' well being.

ARTICLE III

RECOGNITION

3.01 The Employer hereby recognizes the International Brotherhood of Teamsters, Local Union No. 507 and its Steward and Assistant Steward as the exclusive representatives for negotiating wages, hours, terms and other conditions of employment for all full-time hourly rated employees in the job classification of "Truck Driver", excluding all part-time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE IV

DUES DEDUCTION AND AGENCY SHOP

4.01 During the term of this Agreement, the Employer shall deduct regular monthly dues and initiation fees from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions.

- (5) Determine work methods and the number and location of facilities;
- (6) Determine the manner in which all work is to be performed;
- (7) Determine the size and duties of the work force, the number of shifts required and work schedules;
- (8) Establish, modify, consolidate or abolish jobs; and
- (9) Determine staffing patterns including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

5.02 In addition, the Union agreed that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific, written provisions of the Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE VI

NO STRIKE

- 6.01 Neither the Union nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slow down, walkout, concerted "sick leave" or mass resignation, work stoppage or slow down any other unlawful interference with the normal operations of the Employer.
- 6.02 Moreover, the Union shall, at all times, cooperate with the Employer in the continuation of its operations and services in a normal manner and shall actively discourage and attempt to prevent any violation of this Article. In the event of a violation of this Article, the Union shall immediately notify all employees that the strike, work stoppage or slow down, or other concerted interference with the normal operations of the Employer is prohibited, in violation of this Agreement, unlawful and not sanctioned or approved by the Union. The Union shall order all employees to return to work immediately.
- 6.03 It is further agreed that any violation of the above shall be automatic and sufficient grounds to the immediate disciplinary action as determined solely by the Employer.

ARTICLE IX

DISCIPLINE

- 9.01 A non-probationary employee who is suspended or discharged shall be given a written notice of such suspension or discharge, stating the reason(s) for the suspension or discharge within five (5) days from the date of such action. Any non-probationary employee shall be informed of and granted the right, if requested by the employee, to have a Union representative present when notified of his suspension or discharge.
- 9.02 A non-probationary employee who is suspended or discharged, shall be able to appeal such disciplinary action only through the Grievance Procedure herein contained. All such appeals must be filed with the Mayor at Step Three within five (5) days from the date the employee received written notice of such action.
- 9.03 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.
- 9.04 The Union, on behalf of all the employees covered by this Agreement, and on its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, reduction in rank or discharge) to any Civil Service Commission.

ARTICLE X

PROBATIONARY PERIOD

- 10.01 Truck Drivers shall be on probation for a period of six (6) months from the date of promotion or new hire to that classification. If an employee is discharged or quits and is later rehired, he shall be considered a new employee of the Employer and subject to the provisions of this paragraph. Newly hired probationary employees may be discharged for any reason or no reason. Newly promoted employees still on probationary status may be transferred to their former classifications for any reason or no reason.
- 10.02 Any employee who is discharged while on his initial probationary period or any employee who is returning to his former classification while on a promotional probationary period shall have no appeal rights through the grievance and disciplinary procedure contained in this Agreement to any Civil Service Commission.

ARTICLE XI

HOURS

- 11.01 The normal work week for employees covered by this Agreement shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals, during the period starting 12:01 AM, Sunday to Midnight

| | |
|------------------------|-----------------------------|
| New Year's Day | Thanksgiving Day |
| Martin Luther King Day | Christmas Day |
| Good Friday | Employee's Birthday |
| Memorial Day | June Paid Holiday |
| Independence Day | Three (3) Floating Holidays |
| Labor Day | |

The pay due for a holiday will be equivalent to a working day's pay. The June Paid Holiday shall be a day's pay, paid with the first pay in June annually. At the employee's option, he may take one additional day off in lieu of the day's pay. The day to be taken shall be at the discretion of the employee, subject to prior approval from his Department Director. The Floating Holiday shall be taken at the employee's discretion, subject to prior approval from his Department Director.

The June Paid Holiday is earned by working six (6) calendar months of the year and the Floating Holiday is earned by working an additional six (6) calendar months during the year. Employees who do not work the entire twelve (12) months of the calendar year will not be entitled to both holidays.

- 13.02 For an employee to receive holiday pay, he must work the entire scheduled day before and after the holiday. If an employee does not satisfy this requirement, he shall be paid as though on sick leave, if he has sufficient earned sick leave credit. Before an employee can be paid sick leave pursuant to this Section, he must present a doctor's statement to his Department Director documenting his illness.
- 13.03 When an employee covered under this Agreement is required to work on the Christmas Day holiday (December 25th from 12:01 AM through 12:00 PM Midnight) and/or the New Year's Day Holiday (January 1st from 12:01 AM through 12:00 PM Midnight) the employee shall receive two and one-half (2 ½) times his regular hourly rate of pay for all hours worked on either or both of these holidays.
- 13.04 Provided an employee is entitled to his Birthday holiday and his birthday is in November or December, the employee may take his Birthday holiday at any time during the fourth quarter of that year. An employee who uses his Birthday holiday in accordance with the provisions of this section and is later separated from employment without having earned said Birthday holiday shall have the applicable amount of unearned pay deducted from his final check.

ARTICLE XIV

VACATIONS

- 14.01 Each employee shall earn and be entitled to paid vacation in accordance with the following schedule:

written certification from his prior employer concerning the exact periods of such employment. It is understood and agreed that the employee's date of hire with the Employer is the relevant date for determining the vacation schedule among the employees.

- 14.05 An employee may take his entire vacation in one increment if he desires to do so, with prior manager approval. A minimum of two (2) drivers may be on vacation at the same time, based on seniority in the Service Department.
- 14.06 Truck Drivers who have completed twenty (20) years of public service, at least fifteen (15) of which have been with the City of Maple Heights, with the approval of the Mayor, may be paid in cash for their accrued vacation time each year. Eligibility begins in the calendar year in which the employee completes the required fifteen (15) years of public service credit with the City of Maple Heights.

ARTICLE XV

SICK LEAVE

- 15.01 Sick Leave shall be defined as an absence necessitated by illness or injury, including pregnancy, to the employee.
- 15.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service per pay period. For purposes of this section, completed service shall only include hours actually worked, vacations, holidays and other authorized leave with pay. Sick leave accumulation shall be without limit.
- 15.03 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least thirty (30) minutes before the start of his work shift each day he is to be absent.
- 15.04 Sick leave may be used in segments of not less than one (1) hour.
- 15.05 Sick leave may be granted because of the serious illness, injury, or emergency medical treatment of a member of the employee's immediate family living in his/her household, or dependent children under the age of eighteen (18) not living in the employee's household. The maximum sick leave granted under this paragraph can be no more than five (5) days for employees, provided they have been employed by the Employer for at least twelve (12) months. The Service Director shall require a doctor's certificate from the attending physician paying any employee under this paragraph. Falsification of either a written, signed statement or a doctor's certificate shall be grounds for disciplinary action including dismissal.
- 15.06 Any abuse of sick leave or the patterned use of sick leave will be evaluated on an annual basis from January 1st through December 31st and shall be just and sufficient cause for discipline, including discharge, as may be determined

Employer, employees hired on or after August 1, 1993, may elect to be paid in cash for their accrued but unused sick leave credit in the amounts indicated below. The maximum sick leave credit which may be converted to a cash payment using the percentages below shall be limited to two thousand, one hundred and sixty hours (2,160).

- | | |
|--|-----|
| A. After ten years of full-time continuous service with the Employer | 25% |
| B. After fifteen years of full-time continuous service with the Employer | 30% |
| C. After twenty years of full-time continuous service with the Employer | 33% |
| D. After twenty-five years of full-time continuous service with the Employer | 40% |

ARTICLE XVI FUNERAL LEAVE

16.01 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of up to four (4) work days for each death in his immediate family. Immediate family, for purposes of this section, is defined as spouse, son, daughter, brother, sister, parent or grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-sister, step-brother, step-son, step-daughter, half-brother and half-sister. In addition, an employee shall be entitled to one (1) work day off with pay (not to be deducted from the employee's sick leave) for attending the funeral services of family members not included in the preceding sentence. For the purposes of this section, the term Family Members shall mean blood relatives of the employee plus the brothers and sisters of the employee's spouse.

ARTICLE XVII JURY DUTY/SUBPOENA LEAVE

17.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, provided that such Jury Duty is actually served on a regularly assigned work day.

17.02 Any employee subpoenaed by any Court to appear in court on a regularly scheduled work day, will be paid one (1) day's pay, on any one cause, less compensation received from such court for his/her testimony. This does not include appearances for pre-trials or trials.

pay check issued in accordance with the bi-weekly pay dates.

ARTICLE XX UNIFORMS

- 20.01 The Employer will provide each Truck Driver five (5) sets of cotton uniforms. The Truck Driver will be responsible for the cleaning and maintenance of these uniforms. Each calendar year, the Employer shall provide each Truck Driver with two (2) new uniform sets as replacements. Truck Drivers will not be permitted to work unless they are in uniform. Uniforms must be clean and presentable, with no obvious major damage.
- 20.02 In May of each year, the Employer shall issue five (5) T-shirts, to be laundered by the employee and to be worn as part of the uniform, as directed by the Employer.
- 20.03 Each Truck Driver shall be provided with rain gear and work gloves, as deemed necessary by the Service Director.
- 20.04 Effective February 1, 2004 each Truck Driver shall receive four hundred dollars (\$400) annually for the purchase of safety shoes or boots, and other protective clothing required for working in severe hot or cold weather conditions. This allowance will be paid in February of each calendar year. Each Truck Driver is required to provide a receipt of purchase for safety shoes, boots/clothing allowance. A copy of the receipt(s) is acceptable.
- 20.05 The City will make safety equipment available to all employees. Each employee will be responsible for maintaining such equipment in good condition and for using it properly. Supervisors will issue replacements upon request. Employees will be disciplined for abuse of, or for lack of use of, safety equipment.

ARTICLE XXI GROUP INSURANCE BENEFITS

- 21.01 Except as provided in Section 21.05, below, for the duration of this Agreement, the Employer will provide at the Employee's option, hospitalization coverage in the form of the Mutual Health Services and Major Medical Plan with Usual and Customary Fee Schedule. This coverage shall be provided on either the single-contract basis or the family-contract basis, whichever is applicable to the Employee.

Effective February 1, 2011 the Mutual Health Services medical plan will become effective. The following co-premium payments will be paid on total cost of medical insurance as follows:

| | <u>2011</u> | <u>2012</u> |
|--------|-------------|-------------|
| Single | \$20 | \$20 |
| Family | \$40 | \$40 |

ARTICLE XXII SALARY

- 22.01 The Employer shall institute and maintain a 50% pension pickup plan.
- 22.02 Effective January 1, 2011, employees shall receive a zero percent (0%) direct wage increase.
- 22.03 Effective January 1, 2012, employees shall receive zero percent (0%) direct wage increase.
- 22.04 For the convenience of the Employer, the scheduled wage increases may be made effective at the beginning of the calendar week closest to the actual date of the increase. The hourly and annual rate schedules for Truck Drivers are contained in Exhibit "A" which is attached to this Agreement.
- 22.05 Heavy equipment operators shall be compensated an additional sixty cents (\$.60) per hour above their regular hourly rate. For the purpose of this Section, the term "heavy equipment" shall refer to the front-end loader, sweeper, Vac-All, UniLoader, flusher, tree trimming truck (#78), salt trucks, plow trucks, tar machine, hotbox, and the roller. Operators of the backhoe shall be compensated an additional one dollar (\$1.00) per hour above their regular hourly rate. The UniLoader shall also be compensated at the one dollar (\$1.00) per hour rate when it is being used as a backhoe.

ARTICLE XXIII SAFETY COMMITTEE

- 23.01 The Employer and the Union hereby agree to establish a Safety Committee, which shall consist of the Service Director and one representative of each of the Union representing employees in the Service Department. The purpose of the Committee shall be to discuss safety issues and other matters of concern to the employees and the Employer. The Committee shall meet on a monthly basis or as needed.

ARTICLE XXIV COMMERCIAL DRIVERS LICENSE

- 24.01 As a condition of employment, Truck Drivers will be required to maintain a valid Commercial Drivers License (C.D.L.), with any required endorsements. Truck Drivers who lose their license for any reason will be removed from their driving duties for a period of one hundred-eighty (180) days. If the Employer has a vacancy in the classification of Laborer, the Truck Driver may be assigned to Laborer duties at the Laborer rate of pay during this one hundred-eighty (180) day period. If the Truck Driver fails to obtain a valid C.D.L. during the one hundred-eighty (180) day period, he shall be permanently removed from the classification of Truck Driver. If the Employer has a vacancy in the classification of Laborer at the time of such removal, the Employer, at its sole discretion, may place the employee in that classification.

return to work either on an alternative duty basis, or to regular unrestricted duty.

4. If the employee is permitted to return to work on an alternative duty basis, the physician must define the employee's capabilities, specify any work-related restrictions, and the anticipated time the employee Line-of-Duty Injury Leave is intended to recognize the unusual exposure to dangerous situations experienced by members of the Service Department. If a member of the Service Department suffers a serious injury as a result of a duty-related accident, Line-of-Duty Injury Leave shall be granted.

5. Anticipated date of return to work without restriction.

B. If the injury results in time lost from work, the employee will be placed on Line-of-Duty Injury Leave beginning with the date of injury and continuing for a maximum of one hundred eighty (180) calendar days, the employee shall be paid his regular salary during the period of injury leave. Such Line-of-Duty Injury Leave shall not reduce the employee's accumulated sick leave credit.

26.04 The City of Maple Heights is committed to a strong return-to-work program. Therefore, every effort to develop alternative duty for all injured employees will be made within any physician-imposed work restrictions.

26.05 Employees are required to accept alternative duty assignments when it is available and the attending physician releases the employee to perform the work.

26.06 The City shall have the right, at any time during the process, to request medical evaluation or verification of the employee's illness or injury from his attending physician. In addition, the City shall have the right, at its expense, to require the employee to be seen by a physician of its own choosing for medical verification.

26.07 Failure to comply with any of these procedural requirements may result in the termination of Line-of-Duty Injury Leave benefits.

26.08 The Employer recognizes the possibility that, due to the extent of an employee's line-of-duty injury or illness, a correct diagnosis of the extent of injury or illness may not be made immediately, in that event, the employee will be placed on sick leave for up to one hundred eighty (180) calendar days, provided that such correct diagnosis is made within twelve (12) calendar months from the date of original line-of-duty injury

26.09 If a correct diagnosis is not made at the onset of injury in accordance with this article and the Employee is placed on Sick Leave, at the time a correct

appeal to a Line-of-Injury Review Board (Review Board) consisting of the Mayor (or his designee), the Service Director, one (1) member of the Civil Service Commission and two (2) representatives of the Union.

26.15 The Review Board will set a date and time to hear the employee's appeal. The Review Board will issue a written decision within five (5) working days of the date of the Appeal Hearing. Based upon the decision of the Board, required adjustments will be made for that employee.

ARTICLE XXVII COPY OF AGREEMENT

27.01 The Employer agrees to furnish all employees copies of this Agreement at no cost.

ARTICLE XXVIII GENDER AND PLURAL

28.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXIX HEADINGS

29.01 It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

ARTICLE XXX OBLIGATION TO NEGOTIATE

30.01 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

30.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they

where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The Grievance Procedure shall not be used for the purposes of adding to, subtracting from or altering in any way, any of the provisions of this Agreement.

- 34.03 All grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Employer, the Union and the employee. A grievance may be withdrawn, with prejudice, by the Union at any time during Steps 1, 2 or 3 of the Grievance Procedure. If the grievance is not initially filed or appealed to the next higher Step of the Grievance Procedure within the specified time limits, it will be deemed to be settled on the basis of the Employer's last answer.
- 34.04 The time limits set forth in the Grievance Procedure shall be binding on both parties, unless extended by mutual written agreement by the Employer and the Union. Days as provided in the Grievance Procedure shall not include Saturdays, Sundays or holidays.
- 34.05 All grievances shall be handled in accordance with the following steps of the Grievance Procedure:

Step 1. The employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within seven (7) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2 If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the grievant's Department Director within seven (7) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Department Director shall give his answer within seven (7) days of the meeting.

Step 3. If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within seven (7) days from the date of rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Mayor, or his designee, shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant and his Union representative. The Mayor, or his designee, shall

any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

EXHIBIT A
HOURLY AND ANNUAL RATE SCHEDULE
COVERING THE PERIOD:

DECEMBER 26, 2011 THROUGH DECEMBER 31, 2012

| <u>JOB CLASSIFICATION</u> | <u>HOURLY RATE</u> | <u>ANNUAL RATE</u> |
|---------------------------------|--------------------|--------------------|
| Service Department Truck Driver | \$21.6087 | \$44,946.26 |

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MAPLE HEIGHTS AND
THE TEAMSTERS LOCAL UNION 507**

The Union recognizes that there are difficult financial situations occurring within the City of Maple Heights. The Union, therefore, in an effort to avert the possibility of layoff of its members, agrees to concessions to the current CBA to assist in providing financial stabilization to the City while on its road to recovery.

The City of Maple Heights and the Teamsters Local Union, Local 507, hereby agree that the following sections of the current CBA shall be amended through December 31, 2012 unless otherwise noted.

Title Page: The Contract shall be extended to December 31, 2013, including the increase in Health Care Insurance as stated below.

- 13.01 Eliminate the June holiday pay for the year 2012 only.
- 21.01 Increase the employee contribution for health insurance to \$75.00 for a Single Plan and \$150.00 for a Family Plan, per month in addition to keeping the current plan design, through December 31, 2013.
- 12.03 Increase the compensatory time to a maximum 340 hours for the year 2012 only.
- 13.01 Limit overtime during the winter season to no more than 20 hours per month for the year 2012 only. All hours over 20 hours per month will be transferred to the employee's compensation bank.
- 14.05 Maintain current contract language for the truck drivers.
- 20.04 Uniforms – February 1, 2011 - \$450.00 annually.

In addition to the amended sections above, the City of Maple Heights and the Teamsters Local Union 507, hereby agrees to the following:

1. Members of the Union will take a total of 10 furlough days without pay for the year of 2012 only beginning March 1st.
2. Prior to any buy-outs, the employer will notify the union of its intent to any employee or city wide buy-outs.

- 3. If reductions occur in the bargaining unit, such as buy-outs, or any form of retirement, the City must maintain at least two workers in the driver's classification.

Teamsters Local Union No. 507

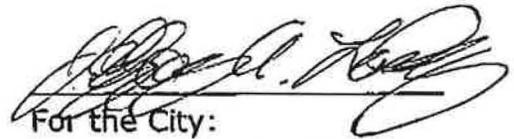


For the Union:
Albert R. Mixon, Secretary-Treasurer


Carl Pecoraro, President
Paul Bogus
Timothy Kosik

3-30-12
Date

City of Maple Heights



For the City:
Jeffrey A. Lansky, Mayor

Kenneth A. Schuman
Labor Counsel, Maple Heights

Approved to Legal Form:


John Montello, Law Director

3/23/12
Date