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AGREEMENT BETWEEN

THE CITY OF MAYFIELD HEIGHTS, OHIO

AND

**UNION OF STATE, COUNTY AND MUNICIPAL WORKERS
OF OHIO**

(SERVICE DEPARTMENT BARGAINING UNIT)

Effective: January 1, 2012 through December 31, 2014

TABLE OF CONTENTS

ARTICLE		PAGE
1	Purpose and Intent	1
2	Recognition	1
3	Management Rights	1
4	Dues Deduction	2
5	Non-Discrimination	3
6	No Strike/No Lockout	3
7	Probationary Periods	4
8	Seniority	4
9	Corrective Action	4
10	Work Rules	8
11	Hours of Work/Overtime	8
12	Layoff and Recall	9
13	Personnel Files	9
14	Union Recognition	10
15	Grievance Procedure	10
16	Bulletin Board Space	14
17	Wages	14
18	Longevity	15
19	Uniform Allowance	15
20	Hospitalization	16
21	Holidays	16
22	Vacations	17
23	Bereavement Leave	18
24	Jury Duty	18
25	Sick Leave	18
26	Leave of Absence	20
27	Family Leave	20
28	Commercial Driver's License and CDL Premium	21
29	Tenured Service Department Employee	21
30	Life Insurance	22
31	Promotion to Service Director	22
32	Waiver in Case of Emergency	22
33	Severability	22
34	Duration of Agreement	23
35	Total Agreement	23
	Appendix A	24
	Appendix B	27

ARTICLE 1

PURPOSE AND INTENT

1.01 This Agreement is entered into by and between the City of Mayfield Heights (hereinafter referred to as “the Employer”) and the Union of State County and Municipal Workers of Ohio (hereinafter referred to as “the Union”). The intent and purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and 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 covered by this Agreement.

ARTICLE 2

RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for those employees in the bargaining unit.

2.02 The employees covered by this Agreement and included in the bargaining unit is all full-time Service Department employees occupying the following classifications:

1. Foreman
2. Mechanic
3. Heavy Equipment Operator
4. Truck Driver/Laborer
5. Laborer
6. Office Foreman
7. Custodial and Maintenance
8. Animal Warden

2.03 Supervisors, part-time, seasonal and temporary employees are excluded from the bargaining unit. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE 3

MANAGEMENT RIGHTS

3.01 It is agreed that the Employer reserves all the customary rights, privileges, or authority of management, except as modified by the 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 service, its overall budget, utilization of technology, and organizational structure;
- 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 conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or lay off for economic necessity, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the workforce;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the workforce; and
- I. Take action to carry out the mission of the public employer as a governmental unit.

3.02 In addition, the Union agrees 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 workforce, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

3.03 For purposes of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit shall be subcontracted out if subcontracting will cause a layoff or reduction in regular hours of the workweek.

ARTICLE 4 DUES DEDUCTION

4.01 Upon the effective date of this Agreement, or within thirty (30) days thereafter, all new employees eligible for membership in the bargaining unit shall either become dues-paying members of the Union, or, as a condition of continued employment, remit to the Union a fair share fee, to be determined by the Union in accordance with the provisions of Ohio Revised Code Section 4117.09(C).

4.02 Any newly-hired employee in the bargaining unit shall, after sixty (60) days of employment, either elect to become a member of the Union or remit the fair share fee.

4.03 As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the Union.

4.04 The City agrees to deduct Union dues from any Union member who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09(C), and the Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

4.05 Deductions for dues and fair share fees will be made and paid monthly to the Union.

ARTICLE 5

NON-DISCRIMINATION

5.01 Neither the Employer nor the Union shall discriminate against any bargaining unit member on the basis of age, sex, race, color, creed, handicap, or national origin.

5.02 Where there is an alleged violation of the provisions of this Article that qualifies as a claim under the rules of the Equal Employment Opportunity Commission of the Ohio Civil Rights Commission, the Employer, the member involved, and appropriate representative, shall meet in an effort to resolve the alleged violation. If it cannot be resolved, the claim may be presented through the grievance procedure prior to being taken before an outside agency.

5.03 All references to members in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female members.

5.04 The Employer and Union agree not to discriminate against any bargaining unit member on the basis of membership, non-membership, or position in the Union.

ARTICLE 6

NO STRIKE/NO LOCKOUT

6.01 The Employer and the Union recognize that “negative work actions” would create a clear and present danger to the health and safety of the public, and that the Agreement provides procedures for the orderly resolution of grievances. The parties, therefore, agree to the following for the duration of the Agreement:

- A. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted “sick” leave, work stoppage, sympathy strike, picketing, or interference of any kind with any operations of the Employer.
- B. The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 6.01(A). In the event any violation of Section 6.01(A) occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the Union. Furthermore, the Union shall immediately advise all members to return to work or to end such interference at once.

6.02 In addition to any other remedies available to the Employer, any member or members, either individually or collectively, who violate Section 6.01 of this Article are subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the Corrective Action and Grievance Procedure Articles of this Agreement.

6.03 The Employer shall not lock out members for the duration of this Agreement.

ARTICLE 7 **PROBATIONARY PERIODS**

7.01 All full-time employees shall be required to successfully complete a one-hundred eighty (180) day probationary period. The probationary period shall begin on the first day for which the member receives compensation with the Employer.

7.02 Probationary employees and members may be removed during their initial probationary period. Removal during the probationary period is not appealable through the Corrective Action or Grievance Procedure Articles of this Agreement or in any other forum.

ARTICLE 8 **SENIORITY**

8.01 Seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the City of Mayfield Heights. A termination or suspension of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the member is reinstated within the thirty-one (31) day period, the employee loses all previously accumulated seniority.

8.02 An approved leave of absence, paid or unpaid, including vacation, sick leave, jury duty and injury leave, does not constitute a break in continuous service and seniority continues to accrue, provided the member follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

8.03 In all matters wherein the Employer shall give consideration and evaluate two (2) or more members within a particular classification on a comparative basis, such as, but not limited to, job vacancies, vacation selection, and holiday leave as provided in this Agreement, said selection shall be awarded on the basis of seniority should all other factors in the evaluation process be considered equal.

8.04 Members laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

ARTICLE 9 **CORRECTIVE ACTION**

9.01 No employee shall be discharged, suspended, or reduced in pay or position except for just cause.

9.02 Discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

9.03 Whenever the Employer and/or his designee determine that there may be cause for an employee to be disciplined (suspended, reduced in pay or position, or discharged), a pre-disciplinary

conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedure shall be as follows:

- A. The member shall be provided with written notice of the charges and the date, time, and location of the hearing. Such notice shall be given to the member at least seventy-two (72) hours prior to the time of the hearing and shall inform the member of the type of discipline (i.e., reprimand, suspension, reduction, or discharge) which may be rendered.
- B. The hearing shall be conducted before the Service Director.
- C. The affected member(s) may elect to have a representative of the Union present at any such pre-disciplinary conference. The cost of the representative shall be borne by the member.
- D. Pre-disciplinary conferences shall be held during the member's scheduled duty time, whenever possible. The member shall remain in paid status for the duration of the conference.
- E. Within ten (10) calendar days after the hearing, the Service Director shall provide the member with a written statement affirming, reducing, or dismissing the charges based on the relative strength of the evidence. The Service Director shall issue a report, notifying the member of the findings, and the appropriate disciplinary measures which will be imposed.

9.04 Prior to the scheduled time of the pre-disciplinary conference, the member may waive the contractual right to the Service Director's hearing by signing the "Waiver of Service Director Hearing" form (Appendix B). A waiver permits the Service Director to proceed with an investigation and render discipline.

9.05 If the member is dissatisfied with the result of the Service Director's hearing, or has waived such hearing, and has received a suspension, dismissal or reduction in rank, an appeal may be taken pursuant to the following procedures:

Step 1: Mayor

If the disciplinary action taken by the Service Director is dissatisfactory, the member or representative may appeal the decision within ten (10) days of its receipt to the Mayor. Such appeal shall be in writing, shall include a copy of the predisciplinary hearing decision, and shall specify the reason why the charged party believes the predisciplinary hearing decision is in error. The Mayor shall have ten (10) days in which to schedule a hearing with the charged member and the appropriate representative. The Mayor shall investigate and respond to the grievant and the appropriate Union representative within ten (10) days following the hearing. The charged party will have the opportunity to be represented and to present any evidence or testimony at the hearing. The Mayor will have the authority to amend, modify, or dismiss the charges and/or disciplinary action.

Step 2: Arbitration

If the charged party is dissatisfied with the Step 1 determination, the member or representative may make a written request that the matter be submitted to arbitration. The written request must be accompanied by proof from the Union representative that the Union has reviewed the Step 1 decision and that the appeal to Step 2 is being taken in good faith. A request for arbitration must be submitted to the office of the Mayor within ten (10) calendar days following the date the Mayor's ruling is received. In the event the grievance is not referred to arbitration within the limits prescribed, the grievance shall be considered resolved, based upon the Mayor's determination. The arbitration procedures are as follows:

- 9.06** A. The member, or appropriate representative, shall, within ten (10) days following the submission of a notice for arbitration, request a list of seven (7) impartial and American Arbitration Association rated arbitrators from the Federal Mediation and Conciliation Service. The parties shall attempt to agree on an outline of the specific issues to be determined by the arbitrator, inability to agree shall not delay the arbitration. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) days after the date the list is received. The parties shall use the alternative strike method from the list of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Prior to striking, either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request one (1) additional list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.
- B. The arbitrator shall hold the arbitration promptly and issue his decision within thirty (30) days after the hearing is closed. The arbitrator's decision is strictly limited to the charges in question and shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement or any other duly-enacted ordinance, rule or regulation of the City of Mayfield Heights, or any lawful order of the Service Director, nor may the arbitrator add to, subtract from, or modify the contract language in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and has no authority to determine any other issues not so submitted, or to assert observations or declarations of opinion which are not directly essential in reaching a decision on the disciplinary action in question.
- C. The question of the arbitrability of a disciplinary matter may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the disciplinary matter is within the purview of arbitrability, the matter will be heard on its merits before the same arbitrator.

D. The decision of the arbitrator shall be final and binding upon the Union, the member and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the member. All costs directly related to the services of the arbitrator shall be equally divided. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties request a court reporter's recording or request a copy of any transcript.

9.07 For purposes of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

9.08 In the event a step in the disciplinary procedure is vacant, appeals presented to the vacant step will proceed to the next step, without any loss of time.

9.09 The parties agree that all disciplinary procedures shall be carried out in private and in a business-like manner.

9.10 Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters under the following time frames:

written reprimands	12 months
suspensions of less than three (3) days	24 months
suspensions of three (3) days or more	36 months

Provided, however, that written reprimands shall be removed from consideration after the conclusion of the twelve (12) month period only if there are no other records of disciplinary action of any kind within that time period. Records of disciplinary action involving suspensions shall be removed at the conclusion of the appropriate time period provided that no other suspension has occurred within that time period. A record of suspension shall not remain for future consideration past its limitations period because of the inclusion of a subsequent written reprimand.

9.11 It is the goal and policy of both the Employer and the Union to recognize and respect the constitutional rights of all persons. In that regard, any disciplinary action taken as a result of, or arising from, an alleged violation of the rights of any person guaranteed by the Constitution or laws of the United States shall be permanently subject to consideration in future disciplinary actions involving violations of any person's rights guaranteed by the Constitution or laws of the United States. However, if the employee is subsequently exonerated by a court of law in a civil action regarding an alleged violation of a person's constitutional rights, such record of disciplinary action shall be removed from future consideration forthwith and the file thereafter will indicate that the union member has been exonerated.

ARTICLE 10

WORK RULES

10.01 The Union recognizes that the Employer has the right to promulgate work rules, regulations, policies, and procedures not inconsistent with this Agreement, to regulate the conduct of employees and the conduct of the Employer's services and programs.

10.02 Whenever the Employer desires to implement or revise a work rule, regulation, policy, or procedure which affects members of the bargaining unit, the Employer must first meet and confer with the Union concerning the impact of the new or revised work rule, etc., before implementing or revising.

ARTICLE 11

HOURS OF WORK/OVERTIME

11.01 This Article is intended to define the standard hours of work per work period. This Article is intended to be used as a basis for the computation of overtime and shall not be construed as a guarantee of work per day or per week.

11.02 The standard work period for all members shall be eight (8) hours per day and forty (40) hours per week, excluding a one (1) hour lunch period. The day shift shall commence between 6:30 a.m. and 8:00 a.m. and end between 3:30 p.m. and 4:30 p.m. The night shift is 7:00 p.m. - 3:00 a.m. Member assigned to the night shift shall receive a shift differential of two (2%) percent in addition to their regular hourly rate.

11.03 When a member is required by the Employer to work in excess of forty (40) hours in a week, the member shall be entitled to overtime compensation at the rate of one and one-half (1½) times the regular hourly rate of pay.

11.04 Time paid but not worked will not count as actual time worked for overtime purposes with the exception of vacations, holidays and personal days. Any member called to work on a regularly scheduled vacation day or holiday will be paid time and one-half (1½) for actual hours worked. In addition, the member may elect to receive his vacation and holiday pay or reschedule the vacation day or holiday.

11.05 When the Employer determines that overtime is necessary, it shall be distributed by seniority as equally as possible.

11.06 When a member is called back to work at a time other than the scheduled shift, after clocking out, the member shall receive a minimum of two (2) hours pay at one and one-half (1½) times the regular hourly rate or actual hours worked at time and one-half (1 1/2), whichever is greater.

11.07 The member may, in lieu of cash payment for overtime, choose to take additional time off as compensation. All time taken in lieu of compensation for overtime will be done only with the approval of the Service Director or designee.

- A. Requests for review must be made in writing to, and receive approval from, the Service Director or designated representative.
- B. All reviews shall be conducted during normal business hours.

13.03 Member personnel files shall include, but may not be limited to, individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff, and termination.

13.04 Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the employees' employment with the City of Mayfield Heights, except with the written consent of the affected member.

13.05 If, during the course of review, a member discovers material which the member feels is negative or derogatory in nature, the member may provide a written and signed comment in rebuttal, mitigation, or explanation of the material. This rebuttal will be placed in the file and remain in the file as long as the negative material remains.

13.06 A member shall not have access to any other employee's personnel file.

ARTICLE 14 **UNION RECOGNITION**

14.01 The Employer agrees to admit two (2) non-employee Union staff representatives to the Employer's facilities. The Union representative shall be admitted to the Employer's facilities and sites, for the purpose of investigating and processing grievances or attending meetings. Upon arrival, the Union representative shall provide identification to the Employer or the Employer's designated representative. Upon two (2) weeks advance notice, the Union will be permitted to use the Community Building for membership meetings at no cost.

14.02 The Union shall submit, in writing, the names of members in the Union who act as Union stewards for the purposes of processing grievances in accordance with the grievance procedure contained herein. The Employer shall be notified within fourteen (14) days, in writing, of the change of any officer(s) of the local Union.

14.03 The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during a member's regular duty hours, the employee and one (1) representative shall not suffer any loss of pay while attending the hearing.

14.04 The Union agrees that no official of the Union, or member of the Union, shall interfere or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized in this Agreement.

ARTICLE 15 **GRIEVANCE PROCEDURE**

15.01 It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the Union. The

procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances raised by bargaining unit members.

15.02 The term “grievance” shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or any matters not covered by this Agreement.

15.03 A grievance raised by a Union member will be brought and considered pursuant to the following rules and procedures:

- A. All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.
- B. Any member may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the member within the time limits provided shall be considered resolved based upon management's last answer.
- C. Any grievance not answered by management within the stipulated time limits may be advanced by the member to the next step in the grievance procedure. All time limits on grievances may be extended by mutual consent of the parties.

15.04 All grievances should contain the following information and be filed using the grievance form as presented in Appendix A:

- A. Grievied member’s name and signature;
- B. Grievied member’s classification;
- C. Date grievance was filed in writing;
- D. Date and time grievance occurred;
- E. Location where grievance occurred;
- F. Description of incident giving rise to the grievance;
- G. Specific articles and sections of the Agreement violated; and
- H. Desired remedy to resolve the grievance.

15.05 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort

shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: Service Director

A member having a grievance must reduce the grievance to writing as set forth in Section 15.04 and refer the grievance to the Service Director, or designee, within ten (10) days after the incident giving rise to the grievance, or knowledge thereof, not to exceed thirty (30) days after the incident. The Service Director shall have ten (10) days in which to schedule a hearing with the aggrieved member and the appropriate Union representative if the former desires. The Service Director shall investigate and respond, in writing, to the grievant and/or the appropriate Union representative within ten (10) days following the hearing.

Step 2: Mayor

If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the Union Screening Committee. The Screening Committee will then review the merits of the grievance and decide whether or not to recommend further appeal. Should the Committee decide to process the grievance further, the Union may file an appeal with the Mayor within twenty (20) days after issuance of the Step 1 decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 answer is in error. The Mayor shall have ten (10) days in which to schedule a hearing with the grieved employee and the appropriate Union representative. The Mayor shall conduct a hearing, investigate and respond to the grievant and appropriate Union representative within ten (10) days following the hearing.

Step 3: Arbitration

If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within ten (10) days following the date the grievance was answered at Step 2. In the event the grievance is not referred to arbitration within the limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply. The arbitration procedure is as follows:

- A. Upon submission of a request for arbitration, the appealing party shall request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) within ten (10) days following the filing of the notice for arbitration. The parties shall attempt to agree on a statement of the specific issues to be determined by the arbitrator. Failure to agree shall not delay or prevent the arbitration from proceeding. Upon receipt of the list of seven (7) arbitrators, the parties shall, within ten (10) days from the date the list is received, meet to select an arbitrator. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the

arbitrator. Prior to striking, either party shall have the option to completely reject the list of names provided by the F.M.C.S. and request one (1) additional list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.

- B. The arbitrator shall hold the arbitration promptly and issue a decision within thirty (30) days after the hearing is closed. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and has no authority to determine any other issues not so submitted, or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue.
- C. The arbitrator cannot recommend any right or relief on an alleged grievance occurring at any time other than during the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Employer at Step 1 of the grievance procedure.
- D. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- E. The decision of the arbitrator shall be final and binding upon the Union, the member, and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be split equally by the Union and the Employer. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

15.06 A grievance may be brought by any member covered by this Agreement. Where a group of bargaining unit members desire to file a grievance involving an incident affecting several members in the same manner, one member shall be elected by the group to process the grievance. Each member who desires to be included in such grievance shall be required to sign the grievance.

15.07 A grievance can be taken directly to Step 2 by the Union or directly to arbitration with the written agreement of the Employer and the Union.

15.08 For purposes of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

15.09 In the event either the office of Service Director or Mayor is vacant, grievances will proceed to the next step, without any loss of time, to be answered by the supervisor next in the grievance procedure.

ARTICLE 16 **BULLETIN BOARD SPACE**

16.01 The Employer agrees to provide exclusive bulletin board space for use by the Union.

16.02 All Union notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by a Union official.

16.03 The Union agrees that there shall be no notices or other writings posted which contain anything dealing with partisan politics, controversial or critical of the City or any employee.

16.04 Upon the request of the Service Director, the Union shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 17 **WAGES**

17.01 Members of the bargaining unit will receive a 2.5% percent increase in their actual hourly rates on January 1st of each year of this Agreement. The top end and low end of each range will be raised 2.5% in each contract year.

17.02 The City cannot reduce the hourly rates of any employees, but may, at the discretion of the Service Director with the consent of the Mayor, adjust the hourly wage upwards within the parameters for the employee's classification as set forth below:

	Jan. 1, 2012	Jan. 1, 2013	Jan. 1, 2014
1. Foreman	19.17 – 33.56	19.65 – 34.40	20.14 – 35.26
2. Mechanic	19.17 – 32.00	19.65 – 32.80	20.14 – 33.62
3. Heavy Equipment Operator	19.17 – 29.85	19.65 – 30.59	20.14 – 31.36
4. Truck Driver/Laborer	19.17 – 27.88	19.65 – 28.58	20.14 – 29.29
5. Laborer	10.98 – 23.88 5	11.25 – 24.48	11.53 – 25.09
6. Office Foreman	15.84 – 24.71	16.23 – 25.33	16.64 – 25.96

7. Custodial/Maintenance	14,78 – 23.14	15.15 – 23.72	15.53 – 24.32
8. Animal Warden	14.41 – 24.13	14.77 – 24.73	15.14 – 25.37

ARTICLE 18 LONGEVITY

18.01 All full-time members shall receive longevity pay as a result of continuous full-time employment with the City of Mayfield Heights, from the member’s date of hire. The longevity schedule is as follows:

1. After the completion of five (5) years of continuous full-time service, \$45.00/month; (\$540.00 yearly)
2. After the completion of ten (10) years of continuous full-time service, \$55.00/month; (\$660.00 yearly)
3. After the completion of fifteen (15) years of continuous full-time service, \$75.00/month; (\$900.00 yearly)
4. After the completion of twenty (20) years of continuous full-time service, \$90.00/month; (\$1,080.00 yearly)
5. After the completion of twenty-five (25) years of continuous full-time service, \$100.00/month; (\$1,200.00 yearly)

18.02 Longevity premium shall be payable together with, and in addition to, the regular salary payments.

18.03 All members meeting the requirements of Section 18.01 above shall be entitled to receive the additional amount on a per hour basis beginning the next pay period following the member’s anniversary date.

ARTICLE 19 UNIFORM ALLOWANCE

19.01 Each member of the bargaining unit will be provided with seven (7) tee shirts, three (3) hooded sweat shirts and one (1) jacket, all with City logo. These items will be replaced as needed, but not more than once per year. Members who are required to wear work boots will be reimbursed \$50.00 once per year after presenting the Service Director or designee with proof of the purchase of boots. Uniform maintenance will continue to be provided by the Employer at no cost to the member.

19.02 The Employer will continue to make rain gear and rubber boots available to members as required by weather and job conditions.

ARTICLE 20

HOSPITALIZATION

20.01 Effective January 1, 2012, the City will provide health insurance (PPO) for all full-time members from CIGNA for both medical and prescription coverage with five (\$5.00) dollar brand-named and one (\$1.00) dollar generic prescription co-pays (both with 30 day supply from retail pharmacy or 90 day supply by mail order), Guardian Dental Program Plus Orthodontic Services, and Ameritas Group Vision Perfect Plan, or policies from other health insurance providers containing equivalent benefits. The City will also continue to offer a Health Savings Account (HSA) with the same coverage and contribution to the Health Savings Account for the purpose of fully covering deductibles as the plan in place for 2012, unless agreed otherwise.

20.02 New members shall be covered at the next monthly enrollment date.

20.03 The employee's monthly contribution to premium for a family plan will be six and five-tenths (6.5%) percent of the cost of the employee's health insurance. The contribution for employees with single plans will be fifty-five (55%) percent of the contribution for a family plan.

20.04 Commencing June 1, 2012, the employees' contribution to the cost of health insurance will be nine (9%) percent of the City's costs. Commencing January 1, 2014, the employees' contribution to health insurance will be ten (10%) percent of the City's costs.

20.05 It is also agreed that the City may make inquiries of other health insurance carriers, including dental and vision, regarding medical insurance benefits and that the Union will cooperate and negotiate for the purpose of obtaining the same or similar benefits at the lowest possible costs.

ARTICLE 21

HOLIDAYS

21.01 All full-time members covered by this Agreement shall receive time off with regular pay for the following holidays:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Day; and
9. Five (5) Personal Days.

21.02 Whenever any of the above holidays falls on Saturday, the Friday immediately preceding shall be considered as the holiday. Whenever any of the above holidays falls on Sunday, the Monday immediately following shall be considered as the holiday. The evening crew will take off on Easter Sunday in lieu of Good Friday.

21.03 Members can take their Personal Days (hereinafter referred to as "Personal Holidays") anytime within the calendar year. Selection of dates to use Personal Holidays shall be governed by

22.06 Each member is required to take at least two (2) weeks vacation. Members who are entitled to three (3) weeks may waive one (1) week (40 hours) of vacation and convert it to cash and work as scheduled. Members entitled to four (4) weeks or more of vacation may convert two (2) weeks (80 hours) to cash and work as scheduled. Payment will be made in December of the year in which the vacation would have been used. Commencing January 1, 2013, the maximum vacation conversion will be sixty (60) hours.

ARTICLE 23 **BEREAVEMENT LEAVE**

23.01 All members of the bargaining unit are entitled to receive up to three (3) days paid leave upon the death of a person in the member's immediate family. Leave under this section must be taken within seven (7) days of the relation's death or at a later time with approval of the Mayor. Paid leave is unavailable on regularly scheduled days off, vacation or holidays. All paid funeral leave must be consecutive working days. The employer will accommodate the religious beliefs and practices of the individual member for purposes of this section and make necessary adjustments.

23.02 Immediate family is defined as:

- a. Spouse;
- b. Child;
- c. Parent;
- d. Brother or Sister;
- e. Grandparents;
- f. Daughter- or Son-In-Law;
- g. Mother- or Father-In-Law; or
- h. Step-Parent.

23.03 Upon the death of a sister-in-law or brother-in-law, step-brother or step-sister, two (2) days paid funeral leave shall be granted to attend services, in accordance with the procedure described in Section 23.01.

23.04 In addition to the foregoing, any member who is required to travel over 500 miles round trip to attend a funeral service as outlined in this section is entitled to receive one day's paid leave for travel purposes so long as the days are consecutive to the funeral service and the member is required to miss a regularly scheduled work day.

ARTICLE 24 **JURY DUTY**

24.01 Members required to serve on jury duty, except for voluntary jury duty, shall continue to receive their regular rate of pay during said jury duty.

ARTICLE 25 **SICK LEAVE**

25.01 All regular, full-time Union members shall accrue sick leave at 4.615 hours for each eighty (80) hours of service without limit. Members may use sick leave upon approval of the responsible administrative officer, for absence due to illness, injury, exposure to contagious diseases which

could be communicated to other employees, and to illness in the member's immediate family, defined as spouse or children. Sick leave of more than five (5) separate occurrences in any calendar year is cause for review. The Mayor, or other responsible administrative officer, may require the member to furnish satisfactory affidavit that his absence was caused by illness due to any of the causes mentioned in this section.

25.02 Upon retirement, death, resignation or disability, each full-time bargaining union member shall be entitled to receive payment for one-half (1/2) of first one thousand 1,000 hours of all accumulated unused sick leave and then one-third (1/3) of all accumulated unused sick leave over 1,000 hours, provided that the member has been employed on a full-time basis for a minimum of ten (10) years. Payment will be made at the current rate of pay.

25.03 At the end of each calendar year, as an incentive not to abuse sick leave, a Union member who has not used any sick leave during that calendar year shall be paid a maximum of forty (40) hours of pay, at the regular hourly rate of pay. For each hour of sick leave that is used the payment will be reduced accordingly. If forty (40) hours or more of sick leave is used in the calendar year, the member is not entitled to sick leave incentive. In addition, the number of hours converted to payment will not be deducted from the members' total accumulated, unused sick leave balance.

25.04 For purposes of this Article only, a calendar year shall be defined as December 1 through November 30.

25.05 Members shall receive the conversion payment no later than sixty (60) days following the calendar year.

25.06 Sick leave may be taken in increments of one hour or more for health reasons with the prior approval of the Service Director or designee.

25.07 During January of each year, any full-time member covered under the provisions of this agreement who has at least one thousand (1000) hours of accumulated unused sick leave may convert accumulated time over one thousand (1000) hours into cash. The rate of conversion shall be one (1) hour pay for every three (3) hours of accumulated unused time, up to a maximum of nine hundred (900) hours of unused time or three hundred (300) hours pay per year. Once the cash paid by the City under this Article in any year, commencing January 1st of each year, reaches a total of twenty-five hundred (2,500) hours city-wide, excluding conversion at retirement, the maximum payout will be decreased from three hundred (300) hours paid per individual to one hundred (100) hours for the remainder of the year.

25.08 Any member absent for more than five (5) consecutive days must provide a physician's report upon return to work in order to be eligible for sick leave payment, unless waived by the Service Director.

25.09 The Service Director may require an employee who has been absent due to personal injury or illness, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and

member not less than 15 days after the City's request. No second opinion shall be required from a member utilizing FMLA medical leave for family members. Requirements for documentation or certification regarding member's ability to return to work from personal medical leave shall be the same as those for returning from an approved leave of absence.

27.08 Other paid or unpaid leave provided for in this Agreement or by law shall not be used for FMLA qualifying purposes, unless specifically requested as such by the member.

27.09 If a member on FMLA leave is unable to continue paying personal Contributions for any health care coverage under this Agreement, the City shall make the member's payments to assure continuous coverage. However, when the member returns to work, the City may recover the amount it paid for the employee's health coverage.

27.10 Reinstatement for members at the conclusion of the FMLA leave shall be in accordance with the FMLA. Member assignment upon return shall be consistent with the provisions for other paid and/or unpaid leaves.

ARTICLE 28 COMMERCIAL DRIVERS LICENSE AND CDL PREMIUM

28.01 Any bargaining unit member required, as a condition of employment, to hold and maintain a commercial driver's license, will be reimbursed for all money paid to a governmental agency for the purpose of maintaining or obtaining the commercial drivers license. Receipts for such expenses will be turned in to and approved by the Service Director, who will notify the Finance Director, who will reimburse the member within 30 days.

28.02 Any full-time bargaining unit member who holds a Class A CDL and actually performs service for which a Class A CDL is required will be paid \$500.00 in January of each contract year.

28.03 Any full-time bargaining unit member who holds a Class B commercial drivers license (CDL) and actually performs service for which a Class B CDL is required will be paid \$250.00 in January of each contract year.

28.04 Employees who hold both Class A and Class B CDLs will be paid only one premium.

ARTICLE 29 TENURED SERVICE DEPARTMENT EMPLOYEE

29.01 Any full-time bargaining unit member who has been continuously employed on a full-time basis by the City of Mayfield Heights for more than ten (10) years will be deemed a Tenured Service Department Employee, and will receive an additional one thousand (\$1,000.00) dollars payable in January of each contract year.

29.02 The payment provided in Section 29.01 is contingent upon the approval of the Service Director who will evaluate the qualified employee in December of each year on the basis of attendance, punctuality, work performance, attitude, and other job related objectives. If a member who qualifies as a Tenured Service Department Employee is rejected by the Service Director, a meeting will be held between the affected member, a Union representative and the Service Director

33.03 Any negotiated change must be reduced to writing and be signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 34 **DURATION OF AGREEMENT**

34.01 This Agreement represents the complete agreement on all matters subject to bargaining between the Union and the Employer and except as otherwise provided herein shall become effective on January 1, 2012, and shall remain in full force and effect until December 31, 2014.

34.02 If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior nor later than ninety (90) calendar days to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

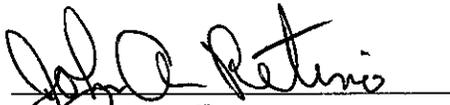
ARTICLE 35 **TOTAL AGREEMENT**

35.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure.

In Witness Whereof, the parties hereto through their duly authorized representatives have caused this Agreement to be executed.

For the City of Mayfield Heights:

For the Union of State, County and
Municipal Employees of Ohio:



APPENDIX "A"
CITY OF MAYFIELD HEIGHTS SERVICE DEPARTMENT
GRIEVANCE APPEAL FORM

Name of Employee _____
(Grievant)

Position of Employee _____

Date and Time of incident giving rise to the grievance

(Date)

(Time)

Nature of grievance, Article and Section violated. _____

Statement of facts. _____

Relief requested. _____

STEP 1 – SERVICE DIRECTOR OR DESIGNEE, CITY OF MAYFIELD HEIGHTS

Delivered by Grievant to the Service Director or designee.

Grievant Signature _____ Date _____

Received by _____ Date _____

Service Director Answer: Date _____

(Within ten (10) days after meeting with the Grievant)

Signature _____ Date _____
(Service Director)

Received by _____ Date _____
(Grievant)

STEP 2 – APPEAL TO MAYOR

REASON FOR APPEAL _____

RELIEF REQUESTED _____

SIGNATURE OF GRIEVANT _____ **DATE** _____

RECEIVED BY _____ **DATE** _____

MAYOR'S ANSWER _____

MAYOR'S SIGNATURE _____ **DATE** _____

WAIVER OF PREDISCIPLINARY HEARING FORM
APPENDIX "B"

Name of Employee _____

Position of Employee _____

The undersigned hereby notifies the Service Director or designee, that I am fully cognizant of the nature of the charges against me and the extent of discipline which may be rendered.

I hereby waive my right to a predisciplinary hearing as set forth in Section 9.03, retaining all rights to appeal the decision of the Service Director as set forth in Article IX, Corrective Action.

Signature of Employee

Date

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