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02/01/2013

**AGREEMENT BETWEEN**

**THE CITY OF MAYFIELD HEIGHTS, OHIO**

**AND**

**OHIO COUNCIL 8, AND LOCAL 1617, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**AFSCME**

**Effective: January 1, 2012 through December 31, 2014**

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**ARTICLE 1**

**PURPOSE AND INTENT**

1.01 This Agreement is entered into by and between the City of Mayfield Heights (hereinafter also referred to as “the Employer” or “the City”) and the Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 1617 (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 members 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 members in the bargaining unit.

2.02 The employees covered by this Agreement and included in the bargaining unit are all office/clerical and staff employees. Also included are all Building Department employees, including Building, Utilities and Housing Inspectors.

2.03 Supervisors, professional, and seasonal employees are excluded from the bargaining unit. All other employees of the Employer are excluded from the bargaining unit.

2.04 The Employer and the Union agree that the above classifications and corresponding written job duties shall be mutually reviewed, evaluated and revised as needed.

**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 of 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, processes, or means or personnel by which governmental operations are to be conducted;

- E. Suspend, discipline, demote or discharge for just cause; or layoff 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 members 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/P.E.O.P.L.E. CHECK-OFF**

4.01 Upon the effective date of this Agreement, or within thirty (30) days thereafter, all employees eligible to become members of 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 employees eligible for membership in the Union 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 any of the provisions in Article 4.

4.05 Deductions for dues and fair share fees will be made monthly and paid to the Union. An alphabetical list of all bargaining unit employees for whom deductions were made, along with

social security numbers and current addresses will be given to the Union on a quarterly basis. The list will specify the names of persons who were removed or added to the previous list and state the reason for the change.

4.06 The City will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized To Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this contract upon receipt of individual written authorization cards voluntarily executed by employee, provided that:

- A. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and
- B. The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment, layoff, unpaid leave, insufficient wages, or transfer to a job classification outside the bargaining unit; and
- C. The contribution amount shall be designated on the authorization card. The employee shall provide the City with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the provisions of Article IV, Section 4.05 of this contract.

4.07 All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions. The Employer assumes no obligation of any kind arising out of its deduction of voluntary contributions arising out of this article. The Union and the employee shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of voluntary (P.E.O.P.L.E.) contributions pursuant to this article. Once such contributions are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of 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 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.

5.03 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 machinery for the orderly resolution of grievances. The parties, therefore, agree to the following for the duration of this Agreement:

- A. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any member 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 6.1(A). In the event any violation of Section 6.1(A) occurs, the Union shall immediately notify all members 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 and 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 is subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the Corrective Action provisions 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 members, except housing and building inspectors, shall be required to successfully complete a one hundred eighty (180) day probationary period. Newly hired housing and building inspectors shall be required to complete a one year probationary period. The probationary period shall begin on the first day the member receives compensation from the Employer.

7.02 Probationary 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.

## **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, the member 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.

8.05 The Union is entitled to receive one (1) copy of the seniority list of all employees in its bargaining unit upon the request of the Union President, but no more than once every six (6) months. The list shall state the name, date of hire and pay rate of each of its members.

## **ARTICLE 9**

### **CORRECTIVE ACTION**

9.01 No member shall be suspended, removed, 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 member's record of discipline, and the member's record of performance and conduct.

9.03 Whenever the Employer and/or its designee determine that there may be cause for a member to be disciplined (suspended, reduced, or discharged), a pre-disciplinary hearing will be scheduled to give the member the opportunity to offer an explanation of the alleged conduct. The pre-disciplinary hearing procedure shall be as follows:

- A. The member shall be provided with a 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 possible types of discipline (i.e. reprimand, suspension, reduction, or discharge) which may be rendered.

- B. The hearing shall be conducted by the Department Head who directly supervises the member.
- C. The affected member(s) may elect to have a representative of the Union present at the pre-disciplinary hearing. The cost of the representative shall be borne by the member.
- D. Pre-disciplinary hearings shall be held during the member's scheduled duty time, whenever possible. The member shall remain in paid status for the duration of the hearing.
- E. Within ten (10) calendar days after the hearing, the Department Head who conducted the hearing shall provide the member with a written statement affirming, reducing or dismissing the charges based on the relative strength of the evidence presented at the hearing. The Department Head shall also determine the appropriate disciplinary measures which will be taken and inform the member in writing.

9.04 The member may waive the predisciplinary hearing by submitting a written waiver to the pertinent Department Head.

9.05 If the member is dissatisfied with the result of the pre-disciplinary hearing, or has waived such hearing, and has received an order of suspension or dismissal, an appeal from such order may be taken to the Mayor within ten (10) calendar days of receipt of the predisciplinary hearing decision. The Step 1 procedures are as follows:

Step 1: Mayor

If the disciplinary action taken at the pre-disciplinary hearing is dissatisfactory, the member or the 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 Step 1 determination, and shall specify the reason why the charged party believes the Step 1 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 charged party will have the opportunity to be represented and to present any evidence or testimony. The Mayor conducting a hearing, shall investigate, and respond to the grievant and the appropriate Union representative within ten (10) days following the hearing. The Mayor will have the authority to amend, modify, or dismiss the charges.

Step 2: Arbitration

If the charged party is dissatisfied with the Step 1 determination, the member or the 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 thirty (30) calendar days following the date of receipt of the Mayor's ruling. In the event the appeal is not referred to arbitration within the limits prescribed, it shall be considered resolved, based upon the Mayor's determination. The arbitration procedures are as follows:

- A. There is hereby established a permanent panel of arbitrators which has been mutually selected by the parties. The permanent panel consists of the following arbitrators:
  - 1. Anna Duval-Smith
  - 2. Nels Nelson
  - 3. David Pincus
  
- B. The list will rotate beginning with Ms. Duval-Smith, followed by Mr. Nelson and then Mr. Pincus. Within ten (10) days after submission of a request for arbitration, the appropriate arbitrator will be contacted by the appealing party. The appealing party will obtain a list of available dates and contact the responding party. The parties will consult within ten (10) days thereafter and select a date for the arbitration. If for any reason the arbitrator is unable to hear the matter at issue within a mutually agreeable amount of time, the next arbitrator on the rotating list will be contacted. If any of the arbitrators on the foregoing list choose not to serve or become unable to serve, the parties will mutually select a replacement. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.
  
- C. The arbitrator shall hold the arbitration promptly and issue a decision within thirty (30) days thereafter. The arbitrator shall limit the decision strictly to the charges 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 or any other duly-enacted ordinance, rule, regulation, or lawful order of any supervisor, 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 shall have 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. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of the discipline imposed.
  
- D. The question of 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 alleged matter will be heard on its merits before the same arbitrator.

- E. The decision of the arbitrator shall be final and binding upon the employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the employee. 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.

9.06 For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

9.07 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, to be answered by the supervisor next in the disciplinary procedure.

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

9.09 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 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.

9.10 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 member 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 members 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**

11.01 This Article is intended to define the standard hours of work per work period, and 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 covered by this Agreement shall be eight (8) hours per day and forty (40) hours per week, excluding a one (1) hour lunch period per day for all members. The normal starting and finishing times for each day shall be between 8:00 a.m. and 5:00 p.m. with members having the option to work through their lunch time and, accordingly, begin their 8-hour shift earlier or later so long as at least one (1) member in each Department, other than Police Division, Fire Department, Finance and Human Services, is present at 8:00 a.m. and one (1) member is present until 5:00 p.m. No member shall be required to punch in at a time clock but will be required to fill out a time card.

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 member's regular hourly rate of pay. Bargaining unit members shall continue to be permitted to work over 8 hours in a day at their option in order to have the flexibility to leave early on following work days, so long as the member works at least 40 hours in the week in which this flex time is used.

11.04 Overtime compensation shall not be paid more than once for the same hours worked. There shall be no pyramiding of overtime.

11.05 Members who are called upon to provide service as a safety force dispatcher will perform service during the hours provided in the Dispatcher's collective bargaining agreement.

11.06 Members who are called outside of their regularly scheduled hours and agree to return to work and members who attend committee meetings, such as, but not limited to, City Council, Civil Service, BZA, Planning, Architectural Review Board and Commission on Aging will be paid a minimum of three (3) hours or the number of hours worked, whichever is greater, when the meeting starts outside of the employees' normal starting and finishing time.

11.07 Time paid but not worked will not count as actual time worked for overtime purposes with the exception of holidays, personal, merit days, compensatory time and vacation days. Any member called to work in any paid capacity on a regularly scheduled vacation day or holiday will be paid time and one half (1 ½) for actual hours worked. In addition, the member may elect to receive vacation and holiday pay or reschedule the vacation day or holiday.

11.08 When the Employer determines that overtime is necessary, it shall be distributed by seniority as equally as possible for each position.

11.09 The member may, in lieu of cash payment for overtime, choose to take additional time off as compensation. All time off taken in lieu of compensation for overtime will be done only with the approval of the Employee's Department Head or designee.

11.10 If a member chooses to be compensated for overtime by taking additional time off, the member must notify the Finance Department in writing of the decision to waive payment and to begin banking the hours worked. The Finance Department will at that time begin to record the member's overtime hours. A member may accumulate a maximum of fifty-three (53) hours and twenty (20) minutes of overtime or the equivalent of eighty (80) hours' straight time to be taken as time off. All overtime worked beyond the above maximum will be paid in cash. All accumulated overtime not taken by December 31<sup>st</sup>, of any year will be paid in cash. Whenever a member takes time off in lieu of compensation, the member's Department Head will notify the Finance Department who will make the appropriate reduction. The member may rescind the notice to bank overtime at any time prior to December 31<sup>st</sup>, following the date the above notice is served on the Finance Department, but may do so only once. If the member rescinds the notice, payment in cash for overtime worked until December 31<sup>st</sup> of that year will be made.

11.11 In special circumstances any member may request permission from the head of their department to work a four day, ten hours per day schedule. The decision of the department head is final and not subject to the grievance procedure. Permission to work this alternative schedule will not exceed thirty (30) days, but can be extended with permission of the department head.

## **ARTICLE 12**

### **LAYOFF AND RECALL**

12.01 When the Employer determines a layoff is economically necessary, the Employer shall notify the affected members, in writing, at least five (5) days in advance of the effective date of layoff. The Employer, upon written request from the Union, agrees to discuss with the representatives of the Union, the impact of the layoff on the bargaining unit members.

12.02 When the Employer determines layoffs will occur, affected members will be laid off in accordance with their seniority, with the least senior laid off first.

12.03 Members who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled.





or she is the object of the investigation and has the right to Union representation at any investigatory interview at which the member is required to appear.

15.04 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.

15.05 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.

15.06 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.

15.07 All grievances should be filed using the grievance form at Appendix A and must contain the following information to be considered

- A. grieved member's name and signature;
- B. grieved 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 which are implicated, and
- H. desired remedy to resolve the grievance.

15.08 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 resolve grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: Department Head

A member having a grievance will file a completed Appendix A form within ten (10) days after the incident giving rise to the grievance, or within ten (10) days of his first knowledge of the action or event, (not to exceed thirty (30) days from the date of the action or event), with the member's Department Head or designee. The Department Head for members employed in the Building Department is the Director of Building; the Chief of Police and the Fire Chief for those working in the Safety Force Departments; the Mayor for the Human Services Coordinator and the Administrative Assistant – City Hall; and, the Finance Director for all others.

The appropriate Department Head shall have ten (10) days in which to schedule a hearing with the aggrieved member and the Union representative if the member desires. The Department

Head shall investigate and respond, in writing, to the grievant and/or the appropriate Union representative within ten (10) days following the meeting.

Step 2: Mayor

If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to a 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 decision is in error. The Mayor shall have ten (10) days in which to schedule a hearing with the grieved member and the appropriate Union representative. The Mayor shall investigate and respond to the grievant and appropriate Union representative within ten (10) days following the meeting.

Step 3: Mediation

The Union may request mediation of any issue that is not resolved at Step 2. The request must be made before the time period in which a request for arbitration must be filed. The time period for appeal to arbitration will not be tolled unless the City agrees to present the issue to a mediator. All mediation under this section will be conducted according to the following rules.

- Mediation will not be used unless agreed by both parties.
- Consent to mediate can be withdrawn by either party at any time.
- The mediator will be selected by mutual agreement, or failing that, by requesting a list of mediators from the Federal Mediation and Conciliation Service and striking names with the City striking first, until one name remains. The cost for mediation will be shared equally by the Union and the City.
- The mediation will be informal, the mediator will be allowed to utilize all common mediation techniques, a verbatim record will not be kept, formal rules of evidence will not apply, and any written evidence submitted to the mediator will be returned at the conclusion of the mediation to the party submitting it.
- Should the grievance remain unresolved at the conclusion of mediation the mediator will provide an opinion of the likely outcome of the case at arbitration, however the opinion is not binding and inadmissible at a subsequent arbitration, as is anything said or done by the mediator.
- No offer of settlement made by either party during the mediation process can be referenced or introduced as evidence in a subsequent arbitration of the unresolved grievance.

#### Step 4: Arbitration

If the grievance is not satisfactorily settled at Step 2, and if mediation is not agreed, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted to the Mayor within thirty (30) days following the date the grievance was answered in 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 of grievances will proceed under the following guidelines:

- A. There is hereby established a permanent panel of arbitrators which has been mutually selected by the parties. The permanent panel consists of the following arbitrators:
  1. Anna Duval-Smith
  2. Nels Nelson
  3. David Pincus
  
- B. The list will rotate beginning with Ms. Duval-Smith, followed by Mr. Nelson and then Mr. Pincus. Within ten (10) days after submission of a request for arbitration, the appropriate arbitrator will be contacted by the appealing party. The appealing party will obtain a list of available dates and contact the responding party. The parties will meet within ten (10) days thereafter and select a date for the arbitration. If for any reason the arbitrator is unable to hear the matter at issue within a mutually agreeable amount of time, the next arbitrator on the rotating list will be contacted. If any arbitrator on the foregoing list choose not to serve or becomes unable to serve, the parties will mutually select a replacement. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.
  
- C. The arbitrator shall 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 a 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 shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision.
  
- D. The arbitrator shall not recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such









**ARTICLE 21**

**HOLIDAYS**

21.01 All full-time members covered by this Agreement shall receive time off with regular pay (“holiday 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
9. Five (5) Personal Days.

21.02 Whenever any of the above holidays fall on Saturday, the Friday immediately preceding shall be considered as the holiday. Whenever any of the above holidays fall on Sunday, the Monday immediately following shall be considered as the holiday.

21.03 Union members can take their five (5) Personal Days (hereinafter referred to as “Personal Holidays”) anytime within the calendar year. Selection of dates to use Personal Holidays shall be governed by seniority and subject to department staffing requirements. New hires will receive one (1) personal day for each ten (10) weeks of employment in the first calendar year.

21.04 To be eligible to receive holiday pay, a member must work the scheduled workday immediately preceding and immediately following the holiday. However, members on sick leave, funeral leave, vacation leave, comp time, or jury duty are eligible to receive holiday pay if the holiday falls during their leave period.

21.05 Any member who is certified and trained to perform police emergency dispatcher duties, and is called upon to perform such duties on Christmas Day, Thanksgiving Day or Labor Day will be paid time and one-half (1 1/2) for service provided on those days, defined as 12:01 a.m. on the day the holiday is nationally recognized until midnight of the holiday.

**ARTICLE 22**

**VACATIONS**

22.01 Union members covered by this Agreement shall be granted vacation with pay, after one (1) year of continuous full-time service with the City of Mayfield Heights. The vacation schedule shall be as follows:

- |                           |                      |
|---------------------------|----------------------|
| After one (1) year        | Two weeks vacation   |
| After six (6) years       | Three weeks vacation |
| After thirteen (13) years | Four weeks vacation  |
| After nineteen (19) years | Five weeks vacation  |

22.02 Any member with prior service with another Ohio political subdivision may apply to the Mayor to have the prior included in the computation. The prior service will be counted toward vacation accrual only if permitted by the Mayor.

22.03 All vacation time must be taken within the calendar year or it will be forfeited. Members may make a written request to carry over unused vacation to the Mayor for consideration. The Mayor shall have final approval to grant a carry-over of vacation leave. The maximum amount of vacation that can be carried over into any subsequent year shall be two (2) weeks. Employees with more than two (2) weeks of vacation carryover can maintain the current amount with no additional carryover, until the balance falls below the two (2) weeks.

22.04 Choice of vacation dates by member shall be governed by seniority.

22.05 If a member separates employment in good standing, the member shall be entitled to be paid for all unused vacation time and a pro rata share for all accrued vacation credit for the calendar year in which the member terminates employment. The pro rata share will be determined based on the month and calculated by 1/12 shares.

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;
- h. Step-Parent; or
- i. Step-Children

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 (1) 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, other than voluntary jury duty, shall receive their regular rate of pay while performing Jury Duty.

**ARTICLE 25                      EMERGENCY MEDICAL DISPATCHER PREMIUM**

25.01 A yearly premium will be paid to the Communications Technical Supervisor and LEADS Operator – Communications Tech upon successful completion of the required departmental power phone courses and receipt, as well as continued retention of certification to provide medical emergency instructions. The premium will be included in the member's bi-weekly pay and will be the same amount paid to members of the Safety Force Dispatchers Unit in their Collective Bargaining Agreement.

25.02 Any union member who is called upon to work as a dispatcher, and who has completed the courses described in the foregoing section, and has been properly certified, will be paid for any service provided as a dispatcher at the normal dispatcher rate with the appropriate percentage of the Emergency Medical Dispatch Premium included or the member's regular daily rate, whichever is higher.

**ARTICLE 26                      SICK LEAVE**

26.01 All regular, full-time members of the City shall be entitled to accrue sick leave of 4.615 hours for each eighty (80) hours of service. 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 members, and for illness in the member's immediate family. For purposes of this Section only, immediate family means spouse and children, or the member's parents provided that the member resides with the parents and will submit a written statement to that affect describing the need to provide care for the parents. 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 a satisfactory affidavit that his absence was caused by illness due to any of the causes mentioned in this section.

26.02 Upon retirement, death, resignation or disability, each full-time member shall be entitled to receive payment of one-half (1/2) of first 1,000 hours and 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. Any member who transfers sick leave credit to Mayfield Heights from another Ohio political subdivision will receive one (1) year credit toward the ten (10) year threshold for each one hundred twenty (120) hours transferred.

26.03 Each regular, full-time member shall receive a total payment not to exceed forty (40) hours if no sick leave was taken during the calendar year. Payment will be made in December following each calendar year. Every hour of sick time taken during the calendar year will be deducted from the forty (40) hour figure and no payment will be made if the member takes forty (40) or more hours of sick leave. In addition, the amount of the unused sick leave, not exceeding forty (40) hours for which the foregoing payment is made shall not be deducted from the member's unused, accumulated sick leave as set forth in Section 26.01. For purposes of this Article only, a calendar year shall be defined as December 1<sup>st</sup> through November 30<sup>th</sup>.

26.04 Sick leave may be taken in increments of one (1) hour or more for health reasons with the prior approval of the Department Head or his designee.

26.05 Each year, any full-time employee covered under the provisions of this Agreement who has at least one thousand (1000) hours of accumulated-unused sick leave may convert any 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 three hundred (300) hours pay per year. Once the cash paid by the City under this Article in any year, commencing January 1<sup>st</sup> 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.

26.06 A 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 Department Head.

26.07 The Department Head 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 that his return will not jeopardize the health and safety of other employees.

## **ARTICLE 27**

### **LEAVE OF ABSENCE**

27.01 Military leave shall be allowed in accordance with State and Federal law.

27.02 Temporary leaves of absence with or without pay, for training purposes or for other objectives may be granted for such period as deemed appropriate. Approval for said leaves shall be at discretion of the Mayor and the member's Department Head.

## ARTICLE 28

## SPECIAL ON-THE-JOB INJURY LEAVE

28.01 When a Union member is physically unfit for duty as a result of injury or illness incurred in the course of, and as a direct result of, lawful bona fide police work, as determined solely by the City, the member may be granted a special leave of absence with pay. In order to be eligible for special on-the-job injury leave as provided in this Article, the member must present evidence of the extent of the injury by providing a statement signed by the member's treating physician within fourteen (14) days after the injury.

A member will be deemed to have incurred an injury in the course of bona fide police work if it occurs while the member is responding to a call to duty or performing service which involves the actual commission of a crime, enforcement of the law, apprehension of a suspect or the preservation of life or property. On-the-job injury leave is not available for injuries which occur in the performance of non-emergency duties such as clerical work, routine patrol, lunch periods or break, or while in the employ of another person or entity.

28.02 In order to receive payment under this Article, the employee must report the injury within twenty-four (24) hours of the incident which caused the injury, and the leave must be taken within fourteen (14) days. The first three (3) days of on-the-job injury leave shall be charged as sick time. After the member has been off duty for fourteen (14) calendar days because of an injury covered under this section, the initial three (3) days of sick time will be converted to on-the-job injury leave.

28.03 Special on-the-job injury leave shall terminate no later than ninety (90) consecutive calendar days after three (3) shifts of sick leave are taken as set forth in Section 34.02, or at such earlier time as provided below:

- A. When the member is released by his or her physician to return to work;
- B. At such time that the member is declared capable of performing his or her normal duties by a physician appointed by the Employer;
- C. If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, the member shall immediately report for duty under the conditions set forth in the physician's certificate;
- D. Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the member is capable of resuming normal, unlimited duties;
- E. Any member applying for an on-the-job injury leave for a period of eight (8) or more consecutive calendar days shall, at the Employer's request, file an injury claim with the Ohio Bureau of Worker's Compensation (OBWC) as soon as possible. The member shall remit to the Employer all income







of the panel will be rendered within three (3) days after the hearing, and the decision is final and binding on all parties.

31.06 Any Union member found not qualified to be a tenured employee will be permitted to reapply. The application must be submitted by December 15<sup>th</sup> following the loss of tenured employee status. The Department Head will again execute performance appraisals and determine whether the applicant qualifies for tenured employee status. The Department Head's decision on reapplication is final.

31.07 If a Union member who has been awarded tenured employee status is suspended in any calendar year and the suspension is not appealed or is upheld by an arbitrator, the member is ineligible to be a tenured employee in the following calendar year. The Department Head will notify the union member of the loss of tenured employee status prior to January 15<sup>th</sup>, of the year following the suspension. There is no appeal from such notice. Any member deprived of tenured employee status because of suspension may reapply for the position of tenured employee by filing an application with the pertinent Department Head by December 15<sup>th</sup> of the year following the loss of tenured employee status and after being reevaluated pursuant to the criterion established by the Employer.

## **ARTICLE 32**

### **LABOR/MANAGEMENT COMMITTEE**

32.01 In the interest of sound labor/management relations, and upon the written request of the Employer or the Union president, once each calendar quarter and on a mutually agreeable day and time, the Mayor and/or Finance Director shall meet with not more than four (4) representatives of the Union to discuss issues of mutual labor/management interest.

32.02 The party requesting such a meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of scheduled meetings if the agenda is provided by the Union it shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the administration which affect the bargaining unit;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;

- F. Consider and discuss health and safety matters relating to employees including the benefits of a wellness program and labor management relations training, as well as other matters of mutual interest; and
- G. Discuss the addition or deletion of duties that significantly alters a member's work load.

32.03 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

### **ARTICLE 33                      MERIT DAY**

33.01 A member's Department Head or their designee may recommend that the Mayor award a merit day to a member of the bargaining unit when it is believed that the member has performed service on behalf of the City that is exemplary or meritorious.

33.02 The Mayor shall have the sole discretion to award a merit day. The award of a merit day is not a contractual right, but a privilege. The decision to recommend a merit day or the decision to award a merit day shall not be subject to the grievance procedure or any other review process.

33.03 After the Mayor has made the award, a merit day shall consist of one (1) shift off duty with full pay and benefits to be assigned by the Chief or the Department Head, depending upon the availability of personnel.

33.04 A merit day is considered time in active pay status for purposes of scheduling overtime.

### **ARTICLE 34                      MATRON DUTY**

34.01 A female member working as a Communications Officer required to conduct a search of a female prisoner in accordance with the policies and procedures of the Mayfield Heights Police Department, will be paid an additional twenty-five (\$25.00) dollars for each search.

### **ARTICLE 35                      FIREARMS PROFICIENCY**

35.01 Every member who is required to carry a firearm will be paid two hundred dollars (\$200.00) per year for successful completion of a firearms proficiency program devised by the Mayfield Heights Chief of Police, which will include qualification on all department weaponry, and attendance through the year at all required sessions at the appropriate shooting range with no more than one (1) excused absence. The qualifications developed by the Chief will exceed the requirements for certification adopted by the attorney general with regard to firearms proficiency as required by O.R.C. §§109.743 and 109.801.

35.02 In order to receive compensation under this Article, all requirements must be complete by December 31<sup>st</sup> of the qualifying year and the members will be permitted the same number of



An employee may donate up to forty hours of sick leave per donee per incident. An employee may donate any amount of accrued paid leave other than sick time.

36.05 Upon receiving an application for sick leave donation, the Director of Human Resources shall:

- A. determine whether there has been any documented disciplinary action at any level for the patterned use of sick leave or abuse of sick leave within the previous two years by the applicant.
- B. verify that the cause of absence is not work-related; and
- C. if necessary, request further documentation of illness from the applicant.

36.06 If all application requirements have been met, the application will be approved, the donated leave will be credited to the donee employee, and the donee employee will be promptly notified of the approval. In implementing the approval:

- A. the donor employee's accumulated paid leave shall be reduced in eight hour increments for each eight hours of vacation, holiday or personal time donated.
- B. the donor employee's accumulated sick leave will be reduced three hours for each one hour donated to the donee employee. If the time is not used by the donee employee, it will be returned to the donor employee at the same three- to-one ratio.
- C. the transfer of benefits shall be calculated on a prorated basis to be determined by the rate of pay of the donor employee for the donee employee.

36.07 In the event that an employee who has received benefits under this program is reimbursed in any manner for the lost work time covered by this benefit, the employee must reimburse the Employer for the pay that was received. In this case, the donor employee shall be credited with the hours donated.

## **ARTICLE 376**

### **WAIVER IN CASE OF EMERGENCY**

37.01 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Mayfield Heights, the Federal or State legislature, or such acts of God, the following conditions of this Agreement shall automatically be suspended:

- a. Time limits for the Employer or the Union replies on grievances, and
- b. All work rules and/or agreements and practices relating to the assignment of all employees.



In Witness Whereof, the parties hereto through their duly authorized representatives have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2012.

FOR THE CITY OF  
MAYFIELD HEIGHTS:

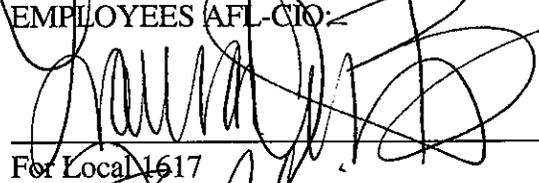
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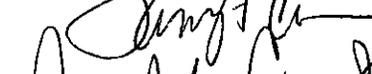
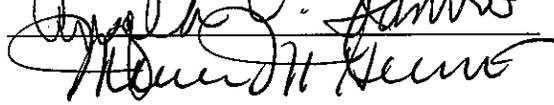
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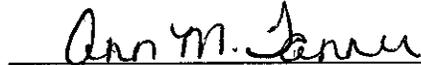
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FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES AFL-CIO:

  
For Local 1617

\_\_\_\_\_

  
For Ohio Council 8

**APPENDIX "A"**  
**CITY OF MAYFIELD HEIGHTS**  
**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 allegedly violated. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Statement of facts. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief requested. \_\_\_\_\_

\_\_\_\_\_

**STEP 1 – DEPARTMENT HEAD OR DESIGNEE, CITY OF MAYFIELD HEIGHTS**

Delivered by Grievant to the appropriate Department Head or designee.

Received by \_\_\_\_\_ Date \_\_\_\_\_

Department Head Answer:

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Department Head)

Received by \_\_\_\_\_ Date \_\_\_\_\_  
(Grievant)

***STEP 2 – APPEAL TO MAYOR***

REASON FOR APPEAL \_\_\_\_\_

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RELIEF REQUESTED \_\_\_\_\_

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*SIGNATURE OF GRIEVANT* \_\_\_\_\_ *DATE* \_\_\_\_\_

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_

MAYOR'S ANSWER \_\_\_\_\_

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MAYOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RECEIVED BY GRIEVANT \_\_\_\_\_ DATE \_\_\_\_\_

If the member is dissatisfied with the Mayor's decision, the grievance may be taken to arbitration by filing a notice of intent to arbitrate and delivering it to the Mayor's office within ten (10) days of receipt of the Mayor's decision.

labor/MayfieldAFSCME-exp.2014-FINAL

IN THE CITY OF MAYFIELD HEIGHTS

ORDINANCE NO. 2012-6

INTRODUCED BY: Mayor Gregory S. Costabile

AN ORDINANCE  
AUTHORIZING THE MAYOR OF THE CITY OF MAYFIELD HEIGHTS  
TO ENTER INTO A COLLECTIVE BARGAINING CONTRACT WITH  
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES (AFSCME), OHIO COUNCIL 8, LOCAL 1617,  
OFFICE AND BUILDING STAFF BARGAINING UNIT

WHEREAS, the Council of the City of Mayfield Heights deems it to be in the best interests of said City to enter into a Collective Bargaining Contract with the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, Local 1617, Office and Building Bargaining Unit, for the purpose of maintaining cooperative, straightforward and open relations between the City and its office and building staff; and

WHEREAS, Council desires to authorize the Mayor of the City of Mayfield Heights to enter into such a Collective Bargaining Contract with the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, Local 1617, Office and Building Bargaining Unit, for a three (3) year period commencing January 1, 2012 and continuing to December 31, 2014.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Mayfield Heights, State of Ohio:

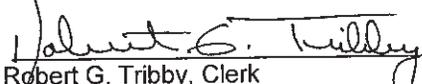
Section 1: That the Mayor of the City of Mayfield Heights is hereby authorized and directed to enter into a Collective Bargaining Contract with the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, Local 1617, Office and Building Bargaining Unit, for a three (3) year period commencing January 1, 2012 and continuing to December 31, 2014, all in accordance with a contract incorporated herein and made a part hereof and on file with the Director of Finance of said City.

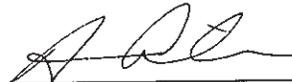
Section 2: That it is hereby found and determined that all formal actions of this Council, concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees, that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety. Such necessity exists by reason of the fact that the contract authorized herein is necessary to maintain cooperative, straightforward and open relations between the City and its office and building staff. Wherefore, this ordinance shall take effect and be in force from and after its passage by Council and the signature of the Mayor.

First Reading: May 14, 2012  
Second Reading: Suspended  
Third Reading: Suspended  
Passed: May 14, 2012

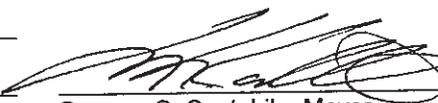
Attest:

  
Robert G. Tribby, Clerk

  
Anthony DiCicco  
President of Council

Presented  
to Mayor: May 14, 2012

Approved: May 14, 2012

  
Gregory S. Costabile, Mayor