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LABOR CONTRACT

Between

TEAMSTERS LOCAL UNION NO. 507

and

THE CITY OF SHAKER HEIGHTS

Effective January 1, 2012, through December 31, 2014

507

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LABOR CONTRACT

This Labor Contract entered into as of the 1st day of January, 2012, between the CITY OF SHAKER HEIGHTS, 3400 Lee Road, Shaker Heights, Ohio, 44120, (hereinafter referred to as the "CITY"), and TEAMSTERS LOCAL UNION NO. 507, 5425 Warner Road, Unit 7, Cleveland, Ohio 44125 (hereinafter referred to as the "UNION").

It is the intent and purpose of the parties hereto that this Labor Contract shall promote and improve essential services to the citizens of Shaker Heights, establish a basis for securing cooperation and good will between the City, Union, and the employees, and set forth the basic understanding between the parties covering rates of pay, hours of work, and other conditions of employment for employees represented by the Union.

(A) UNION RECOGNITION

(1) The City recognizes the Union as the exclusive collective bargaining agent, with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the Public Works Department, occupying the positions of Assistant Chief Equipment Mechanic, Chief Equipment Mechanic, Class "A" Operator, Custodian, Equipment Mechanic, Equipment Operator, Equipment Service Technician, Heavy Equipment Operator, Labor Crew Leader, Laborer/Truck Driver, Skilled Laborer, and Yard Office Coordinator, excluding all part-time, seasonal and temporary employees. All other employees of the City are excluded from the bargaining unit. The word "employee", as used in this Labor Contract, means an employee who is a member of the bargaining unit covered by this Labor Contract.

(B) MANAGEMENT RIGHTS

(1) Except as specifically limited by explicit provisions of this Labor Contract, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline, and discharge for just cause, lay off, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

(2) Except when an emergency situation exists, before the City changes any policy which amounts to a significant deviation from its current practice which will result in the loss of work of a significant number of bargaining unit employees, the City will notify the Union and offer it an opportunity to discuss the desirability of change.

During the three (3) year term of this Labor Contract, if the City considers subcontracting and/or privatization of any work currently performed by bargaining unit employees, prior to implementation of such subcontracting and/or privatization, the City will meet and discuss any such plans with the Union.

(3) The Director will have jurisdiction over the type and number of employees that are needed for the month, for the good of the service, and to staff the type of work that is needed to be performed.

(4) The Director of Public Works shall assign members of the Safety Committee. In the case of a member wishing to resign from the committee, a written resignation must be submitted to the Director of Public Works or his designee.

(C) UNION RIGHTS

(1) It shall not be a violation of this Contract and it shall not be a cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another union, except that the City shall not be required to pay the wages of such employees. Provided, that in no case shall any employees refuse to do any work, regardless of the existence of a lawful primary labor dispute, if, in the City's judgment, such refusal would be detrimental to the public health or safety unless the City cannot reasonably provide for the personal safety of the employees.

(2) Bulletin Board - The City shall provide an enclosed bulletin board which can be locked by the City and the Union Steward or other Union representative. The Union agrees to share the cost of replacing the glass of said bulletin board, if necessary. The Union also agrees that it shall not post any materials or notices containing anything political, controversial or critical of the City or of any employee, and that it will provide a copy of anything posted on said bulletin board to the Director of Public Works.

(D) NON-DISCRIMINATION

(1) Both the City and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate or show favoritism in any manner relating to employment on the basis of race, color, creed, national origin, sex, sexual orientation, gender identity or union activities.

(2) Wherever the contract so requires the use of words wherein the masculine, feminine or neuter gender shall be construed to include all of said genders by the use of masculine or the feminine gender, it is understood that said use is for conversation purposes only and is not to be interpreted to be discriminatory by reason of sex.

(E) NO-STRIKE

(1) The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, concerted "sick" leave, or mass resignation, work stoppage, picketing, or interference of any kind any operation or operations of the City for the duration of this Labor Contract.

(2) Violations of the sanctions shall be considered proper cause for discharge or other disciplinary action.

(3) The Union shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent to terminate any violation of this section. In the event any violation of this section occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage,

or other interference of any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union and that all orders of City supervisors shall be complied with during the period when a dispute is being processed through the grievance procedure. Furthermore, the Union shall immediately advise all employees to return to work at once.

(4) The City shall not lock out any employees for the duration of this Labor Contract.

(F) UNION SECURITY

(1) All members of the Bargaining Unit shall either (1) maintain their membership in the Union, (2) become members of the Union, or (3) pay a fair share fee to the Union in an amount equivalent to the annual dues for membership in the Union as a condition of employment, no later than ninety (90) days following the beginning of such employment and remain in good standing, all in accordance with O.R.C. 4117.09. Nothing in this Labor Contract shall interfere with an employee's right to resign from Union membership at any time.

(G) AUTHORIZING DUES DEDUCTIONS (CHECK-OFF)

(1) During the existence of this Labor Contract, and insofar as permitted by state and federal laws, the City will continue to deduct initiation fees and Union dues out of the current net earnings of employees in the bargaining unit who are members of the Union and who individually and voluntarily execute in writing an authorization satisfactory to the City and the Union for such deductions. No new authorization will be required from those employees from whom the City is currently deducting dues. The initiation fees and dues so deducted shall be in the amounts established by the Union

to be in accordance with its constitution and bylaws and as certified by the Union to the City as due and owing from the employees involved. Any such deduction shall be remitted by the City to the Union once each month.

(H) LABOR/MANAGEMENT COMMITTEE

(1) A Labor/Management Committee will be established within 60 days after the signing of this Labor Contract to provide a better means of communication and understanding between the Teamsters Local Union No. 507 and the City. The Committee will consist of three (3) members of the Union and two (2) representatives of the City. Three (3) representatives of the Union shall be stewards.

(2) At the beginning of each year meetings will be scheduled on a quarterly basis at a mutually agreeable time and place. At least one (1) week prior to a meeting, each party will submit an agenda to be discussed. Individual grievances will not be a subject matter for discussion at these meetings.

(3) The City and the Union both recognize the need to maintain safe working conditions and shall pursue ways to further promote employee safety at scheduled Labor/Management Committee meetings.

(4) The City will post a summary of the outcomes of the Labor/Management Committee meetings within ten (10) working days of the meeting.

(5) Guest(s) will be permitted at Labor/Management Committee meetings based on specific expertise, with notice to the other party regarding the reason for the appearance and the content of the presentation/discussion.

(I) OVERTIME

(1) Each employee working in excess of eight (8) hours in a day or forty (40) hours in a week, or on any day between the hours of 11:00 p.m. and 8:00 a.m. in performance of ice and snow removal shall be paid at one and one-half (1-1/2) times his prevailing rate with no pyramiding of overtime hours. Premium pay for overtime shall only be paid to an employee who works more than his scheduled eight (8) hour shift if the employee is not absent from work other than for vacations, holidays, bereavement or sick leave, which is excused with a doctor's slip. This would not eliminate automatic premium pay for snow removal or holiday. The Director shall establish regulations for the authorization of overtime payments as part of the "Rules and Regulations" of the Department.

(2)(a) Except as otherwise provided in Section 2(b) below, employees working a minimum of twenty-four (24) hours and utilizing no sick leave the previous whole week on an activity (i.e., refuse; grounds maintenance; street maintenance/sweeping; forestry; sewers) will be offered all contiguous overtime in that activity in accordance with their respective bid jobs first, then to the most senior employee(s) possessing the necessary qualifications, and will be compensated at the prevailing rate. Contiguous overtime shall be defined as work performed immediately before and/or after scheduled work hours and work performed on day(s) immediately following the regular work week. For all overtime work which cannot be filled by employees who worked a minimum of twenty-four (24) hours and utilized no sick leave the previous week, overtime will be offered based on overall seniority and qualifications and be compensated at the prevailing rate for the position which is being worked. (Note: Overtime for Mechanics only shall be offered on a rotating basis.) An employee must work overtime if so notified during an emergency or to

finish a job that is started. The employee should be given reasonable notice of all overtime work. The employee shall be notified by 2:00 p.m. whenever possible on the day he or she is to work overtime.

(b) Notwithstanding the provisions of Section 2(a) above, weekend overtime for leaf and brush collection ONLY shall be awarded to the most senior employee possessing the necessary qualifications.

(3) If an employee is called in to work at a time when he or she is not scheduled to work, the employee will be compensated at one and one half (1½) times his or her regular rate for hours worked, but in no event for less than two (2) hours.

(4) In lieu of overtime pay an employee is entitled to receive under this Article, the employee may request an equivalent number of compensatory time hours (i.e., one and one half (1½) comp time hours for each overtime hour worked.) An employee may accumulate no more than eighty (80) hours of compensatory time, and comp time may not be converted to cash except upon termination. Time off charged to comp time shall be paid at the employee's regular base rate of pay at the time the leave is taken. An employee with perfect attendance in a quarter pursuant to Paragraph Y will have the right to a day's pay (8 hours) or the equivalent in compensatory time even if such additional compensatory time exceeds the 80 hours maximum under Paragraph I(4) except if the employee already has 120 hours of compensatory time.

(5) Seasonal/part-time employees are permitted to work no more than ½ hour of overtime at the end of a shift, unless all 507 employees have declined the assignment(s).

(6) Custodians shall be eligible for only custodial overtime.

(J) LUNCH PERIOD

(1) All employees shall be entitled to a forty-five (45) minute lunch period each working day, thirty (30) minutes of which are without pay. This forty-five (45) minute lunch period is in lieu of morning or afternoon breaks. If the City gives permission to an employee to work through lunch, only the **unpaid** lunch period will be credited in determining the employee's quitting time that day.

(K) WAGES

(1) Effective January 1, 2012, said employees shall receive the applicable wage rate for their classification, based on the table below:

	1/1/12	1/1/13	1/1/14
	2%	0	0
ASST. CHIEF EQUIP. MECHANIC	25.11	25.11	25.11
CHIEF EQUIPMENT MECHANIC	25.86	25.86	25.86
CLASS "A" OPERATOR	25.14	25.14	25.14
CUSTODIAN (Hired before 01/01/94)	21.22	21.22	21.22
CUSTODIAN (Hired after 01/01/94)	15.07	15.07	15.07
EQUIPMENT MECHANIC	24.61	24.61	24.61
EQUIPMENT OPERATOR	23.98	23.98	23.98
EQUIPMENT SERVICE TECHNICIAN	23.23	23.23	23.23
HEAVY EQUIPMENT OPERATOR	24.80	24.80	24.80
LABOR CREW LEADER	25.86	25.86	25.86
LABORER/TRUCK DRIVER	23.23	23.23	23.23
SKILLED LABORER	23.98	23.98	23.98
YARD OFFICE COORDINATOR	24.80	24.80	24.80

2012 increase to be retroactive to January 1, 2012.

NEW EMPLOYEE PAY RATES

Effective January 1, 1997, a newly-hired employee (exclusive of Custodians and Mechanics), shall start at a scale of three dollars (\$3.00) per hour below the maximum rate of pay for the classification in which he or she is hired or in which he or she is currently working. Custodians promoted to Laborer/Truck Driver will start at the "new" employee rate for Laborer/Truck Driver (i.e., \$3.00 below the full rate for this position). Twelve (12) months hence, the employee shall be given a sixty cent (\$.60) per hour increase and for each following twelve (12) month period, shall be given a sixty cent (\$.60) per hour increase until the employee reaches the maximum rate of pay for his or her classification at that time. The rate of pay during the five (5) year period shall automatically be adjusted based upon contractual changes in the maximum rate of pay. This six (6)-step wage scale shall apply during the entire first five (5) years of employment for all employees hired on or after January 1, 1997 (exclusive of Custodians and Mechanics), except that the Director of Public Works may skip a step if the employee's job performance, attendance, punctuality and safety record so warrant, and such action has been recommended by the employee's supervisor(s). The decision of the Director in such cases is grievable only to Step 2 under the grievance procedure contained in this Labor Contract.

Step I - Starting rate:	\$3.00 per hour below the maximum rate of pay, plus any negotiated increase.
Step II - After 12 months:	\$2.40 per hour below the maximum rate of pay, plus any negotiated increase.
Step III - After 24 months:	\$1.80 per hour below the maximum rate of pay, plus any negotiated increase.

- Step IV - After 36 months: \$1.20 per hour below the maximum rate of pay, plus any negotiated increase.
- Step V - After 48 months: \$.60 per hour below the maximum rate of pay, plus any negotiated increase.
- Step VI - After 60 months: Maximum rate of pay for classification.

(2) The classification of Laborer/Truck Driver shall be the entry-level classification, except for persons hired into the Custodian classification, as set forth in Paragraph (3) below.

(3) Employees hired into the Custodian classification after January 1, 1994 shall have no right to transfer into another classification for two (2) years following his or her date of hire. To attain promotion to Laborer/Truck Driver, a Custodian must fulfill the current contract requirements, possess a valid CDL, and be equally or better qualified than other internal and external candidates.

(4) In lieu of providing payment at the higher rate of pay to an employee temporarily performing the duties of the Chief Equipment Mechanic's position, the City will create a year-round assignment of Assistant Chief Equipment Mechanic and will compensate the employee in this assignment at the rate specified in this Article. In the absence of both the Chief Equipment Mechanic and the Assistant Chief Mechanic, the designated interim Chief Equipment Mechanic shall be compensated at the Chief Mechanic rate.

(5) Employees will be paid every other Friday.

(6) Any employee doing work in a higher classification for four (4) hours or more during an eight-(8-) hour shift will be paid at the rate of said higher classification for the entire shift. Conversely, if said employee works less than four (4) hours in a higher

classification during an eight-(8-) hour shift, the employee shall be paid his or her regular base rate for the entire shift. Any employee doing work in a lower classification (including snow removal and other emergency work), with the exception of overtime work being awarded based on overall seniority, will be paid at the rate of his or her classification.

(7) The Ice/Snow Coordinator shall be paid at the Labor Crew Leader rate and such rate shall be paid at the beginning of the season, but no later than December 1 of each year.

(8) Employees shall be paid at their normal classification rate for all holiday or vacation pay. However, employees who work in a higher classification for a full pay period shall be paid at the higher classification rate for all holiday or vacation pay received during that pay period.

(9) Payment Upon Death -- Upon the death of an employee, all sums earned and accrued pursuant to this Labor Contract (vacation, holiday, sick days, longevity, perfect attendance, etc.) shall be paid to those legally entitled to said payment.

(L) SENIORITY

(1) The City shall promptly provide the Union with a seniority list on January 1 of each year which shall include the date of hire, classification, and rate of pay of each employee covered by this Labor Contract. The City will promptly notify the Union of any change in this list.

(2) The City recognizes the principle of seniority, and all other things being equal, will apply this principle wherever possible. Seniority shall prevail in all temporary job bids and work assignments insofar as practicable.

(3) Seniority shall be overall seniority measured by length of total employment in all position(s) covered by this Labor Contract. Seniority shall continue during layoff for a period not to exceed one (1) year. Seniority accumulated during an absence due to sickness or industrial accident in excess of three (3) months shall not be counted toward vacation credit.

(4) Each newly hired or rehired employee becomes a probationary employee upon his or her date of employment, and remains so until he or she has successfully completed one (1) year of satisfactory continuous service. (In lieu of termination, an extension of the probationary period, not to exceed six (6) months, may be required for an employee whose performance during the first year has been marginal.) During the probationary period, the probationary employee may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the City. Provided, however, that any employee discharged during his probationary period shall be permitted to grieve said discharge, up to Step 3 of the grievance procedure provided in this Labor Contract. If it is determined that discipline, including dismissal, is necessary, the probationary employee will receive in writing the reason for the action. Neither the reason for, nor the disciplinary action taken by the City, including that of discharge or layoff, may be subject to the grievance procedure, except as noted earlier in this paragraph.

(5) The seniority and continuous service record of an employee shall be broken and terminated if: 1) an employee quits or voluntarily leaves employment with the City; 2) an employee is discharged for just cause; 3) an employee fails to report for work at the end of vacation or a leave of absence, unless the failure to report for work is excused by the City; 4) an employee fails to notify the City of his or her intention to return to work within five (5) days after receipt of notice sent to him or her by registered or certified mail

to the employee's last known address; 5) an employee is not notified by letter to return to work within one (1) year of the date of layoff.

(6) In the event of a layoff, the City shall lay off employees in inverse order of seniority providing that the remaining employees have the demonstrated ability and qualifications to perform the remaining work as determined by the City. Ten (10) days' advance layoff notice shall be given to City employees. See Section (O) for Labor/Management dispute procedures.

(7) An employee whose job is permanently abolished may exercise his or her seniority in a classification of equal or lower pay, provided the employee meets the criteria established in (6) above. When an employee exercises bumping rights, he or she will be paid the rate of pay for the classification he or she bumps into.

(8) Employees on layoff shall be recalled in the order of seniority providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the City. Notification of recall shall be by registered or certified mail to the employee's last known mailing address at least ten (10) days in advance. It is the responsibility of the employee to provide the City with a correct and current address.

(9) Employees hired as part-time, temporary, or seasonal employees have no seniority rights.

(10) No seasonal or part-time employees shall be put into a higher classification without offering said higher classification to the regular full-time employees who are qualified for the position.

(11) The Union steward shall not be subject to layoff, notwithstanding his or her place on the seniority list, provided there is work in the steward's classification or a lower classification and the steward has been in the employ of the City for at least two (2) years.

An employee shall receive an additional twenty-five cents (\$0.25) per hour so long as he or she shall remain a Union Steward.

(12) Stewards will be allowed to take up to five (5) unpaid days off per year for union business without being charged with an attendance violation, limited to one steward per day and provided that sufficient notice is given so there is no interference with work force productivity and provided that the timing does not create an undue hardship on the City, all in the judgment of management.

(13) If a new job or permanent vacancy occurs in a full-time classification and the City determines to fill such opening, the open job will be posted for a period of seven (7) working days. Employees who desire such open job(s) may submit their bids for such open job(s) to the Director in writing within the posting period. An employee will be selected for the position or the opportunity will be withdrawn within fourteen (14) days of the final day the job is posted but final assignment to the position will be contingent on the employee passing any testing that the City feels is necessary to insure safe and efficient operation of any equipment, vehicle or task involved. Also to be included, any future familiarization with manufacturer's improvements of equipment or vehicles involved with said classification. To be included in the selection of employees, the City may require a probationary period of not more than ninety (90) days to provide adequate time for supervisors to evaluate employee's ability and accomplishments. If the job has seasonal notation to it, the employee's probationary period may be extended the full season in order for the employee to prove job proficiency. If the City feels that the employee has failed to prove himself or herself capable, the employee may be removed at any time during the probationary period provided the employee is shown in writing or records the reason(s) why he or she is being replaced. The employee would then revert to his or her

prior classification and keep the seniority of the previous classification. A promoted employee in a bid position may revert to his or her prior classification and keep the seniority of the prior classification if the employee makes such request in writing to the Director no later than thirty (30) days following the promotion. If the employee makes such request on or after the thirty-first (31st) day following the promotion, the employee shall be allowed to return to his or her prior position ONLY if it is still vacant. If his or her prior position has already been filled, the employee would have the choice of remaining in the bid position if the employee's job performance has been satisfactory, or becoming part of the general labor pool. Employees may also use this seniority bid procedure to bid into full-time vacancies occurring within the Laborer/Truck Driver classification, subject to being paid at the Laborer/Truck Driver classification wage rate if they successfully bid into such a position.

(14) All bidding lists shall be effective for a period of ninety (90) days, during which time, if an employee who is accepted for the bid position is removed for any reason, the next most qualified senior employee on the list will be given the opportunity to qualify for the position and the Union will be so notified. At the end of ninety (90) days, the job shall be reposted if vacant.

(15) The filling of temporary vacancies shall be at the sole discretion of the City, depending on operational needs and priorities at the time of any such vacancy.

(16) An employee must remain in a bid job for a minimum of one (1) year, unless otherwise waived by the Director, based on the best interests of the City.

(M) PERSONNEL FOLDER

(1) An employee shall have the privilege of inspecting the contents of his or her folder once each year during the month of March. Upon written request, the official personnel folder of an employee shall be disclosed to the employee or the employee's representative designated in writing, in the presence of a representative of the Director.

(2) Should an employee upon review of his or her personnel file come across material of a negative or derogatory nature, the employee shall have the right to provide a written and signed comment in rebuttal, mitigation or explanation of said material which shall remain in the employee's file so long as the negative material remains in said file.

(N) DISCIPLINE

(1) Discipline is defined as any oral or written warning, suspension, discharge, or demotion for just cause. In the case of suspension or discharge, the employee has a right to have a Union Steward present, and upon request, will be permitted to discuss the suspension or discharge in an area provided by the City before the employee is required to leave the premises. (Exception: Where an employee has been involved in fighting or other threatening situation, he or she shall be immediately removed from the work site). If a Steward is being disciplined, he or she has a right to be represented by another Union Officer.

(2) An employee who may be suspended or discharged shall be given a written notice, specifying the alleged infraction(s) and the date and time of the pre-disciplinary hearing, within five (5) working days of the City's knowledge of the facts behind the event(s) upon which the discipline would be based. Before the issuance of any discipline to an employee other than a probationary employee, a meeting with the

Director, or the Director's agent, and the employee will occur for the purpose of oral discussion. If the employee desires, accompaniment by a Union Steward will be accepted. For pre-disciplinary and grievance hearings for matters that could result in suspension or more serious discipline (or as otherwise approved by the Director of Public works), two (2) Stewards plus the Business Manager may attend, if the second Steward is off the clock and is requested by the employee. The Union shall receive copies of all disciplinary notices given to the employee. The City will issue discipline within twenty (20) working days of the pre-disciplinary hearing. All suspensions shall be for a specific period of time. All oral warnings may be reviewed through Step 3 of the grievance procedure. Any written warning, suspension or disciplinary reduction in rank or pay may be reviewed through Step 4 of the grievance procedure. Any disciplinary action taken as a result of an employee's violation of the No-Strike section shall not be appealable through the grievance procedure.

(3) In the case of an investigatory interview which may lead to disciplinary action, the employee has the right to have a Union Steward or Officer present, upon request.

(4) Offenses "Subject to Progressive Discipline", as enumerated elsewhere in this Agreement, and other comparably serious offenses, shall be progressively disciplined as follows:

1st Infraction

The employee shall be verbally reprimanded and a notation indicating offense(s) shall be placed in the employee's file.

2nd Infraction

Repetition should be followed with a written reprimand indicating offense(s) and containing the statement "Future minor offense infractions shall result in a suspension."

3rd Infraction

A pre-disciplinary conference (or investigative hearing) should be held to inform the employee of the reason(s) for the suspension and allow the employee to explain. An employee has the right to have the Union Steward or Union official present. Should the employee decline Union representation, the employee shall sign a "Waiver" form. A suspension letter should then be written for one (1) to five (5) days suspension, indicating all charges and specifications. This letter shall contain the statement "Future minor offense infractions will result in a suspension."

4th Infraction

A pre-disciplinary conference should be held. A suspension letter should be written for ten (10) to fifteen (15) days suspension. This letter should contain the statement "Future minor offense infractions will result in a suspension."

5th Infraction

A pre-disciplinary conference should be held. A suspension letter should be written for twenty (20) to twenty-five (25) days suspension. This letter shall contain the statement "Future minor offense infractions will result in dismissal."

6th Infraction

The employee shall be verbally relieved from duty, immediately. The employee shall receive a letter within three (3) working days of the event(s) upon which the discipline is based, stating all charges and specifications and that the employee is suspended pending a dismissal hearing.

(5) Discipline for offenses "Subject to Immediate Suspension" or "Subject to immediate Suspension, Pending Discharge", as enumerated elsewhere in this Agreement, and comparably serious offenses, shall not necessarily follow the standard progressive discipline process, but will be determined based on the seriousness of the offense and the employee's overall work record.

(6) Wash Out Period/Tracking for Discipline – When assessing appropriate discipline involving an impending suspension, the City shall not include past discipline over three (3) years old. For impending discipline of demotion or dismissal, an employee's entire disciplinary record may be used. Accidents subject to progressive discipline shall be tracked separately from all other incidents subject to progressive discipline. (This in no way limits the City's right to assess discipline for a serious accident or incident outside the progressive discipline policy.)

(O) GRIEVANCE PROCEDURE

(1) A grievance is a dispute or difference between the City and the Union, or between the City and an employee concerning the interpretation and/or application of any provision of this Labor Contract and when any such grievance arises, the following procedure shall be observed. (Note: Grievance rights of probationary employees are limited. See Article L - Section 4 for specifics.)

Step 1 An employee who has a grievance shall take it up in writing with his or her immediate supervisor, either alone or accompanied by a steward or Union representative, who then may be present throughout all stages of the grievance procedure, within three (3) working days after the employee has knowledge, or should have knowledge, of the event or events upon which the grievance is based. The immediate supervisor, accompanied by one (1) additional supervisor designated by the Director, shall meet with the aggrieved employee and his or her Union representative (if desired). The immediate supervisor shall give a written answer to the employee within two (2) working days after the written grievance is presented to him or her.

Step 2 If the employee's grievance is not satisfactorily settled at Step 1, the grievance shall, within five (5) calendar days after receipt of the Step 1 answer, be reduced to writing and filed with the employee's Director, or his or her designee, setting forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of their occurrence, the relief or remedy requested, dated, and signed by the employee. The Director, or his designee, shall give a

written answer within fourteen (14) calendar days after the receipt of said grievance if a meeting is not held. For Step 2 grievances that involve dismissal, demotion, or suspension of more than five (5) days, the Director or his or her designee will meet with the aggrieved employee and his or her Union representative (if desired) and will give a written answer within ten (10) working days of the meeting.

Step 3

If the grievance is not satisfactorily settled at Step 2, the employee may, within seven (7) calendar days after receipt of the Step 2 answer, appeal in writing to the Mayor. The Mayor, or his or her designee, shall give a written answer within fourteen (14) calendar days after said grievance is received if a meeting is not held. For Step 3 grievances that involve dismissal, demotion, or suspension of more than five (5) days, the Mayor, or his or her designee, will meet with the aggrieved employee and his or her Union representative (if desired) and will give a written answer within ten (10) working days of the meeting.

Step 4

If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the matter to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the parties shall each designate a representative who will by agreement name an additional member to the Grievance Board which shall attempt to settle such grievance. If the parties cannot agree on an impartial member, the parties will jointly request the American Arbitration Association to submit a list of seven (7) arbitrators and will choose one (1) by the alternative strike method. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator shall be borne equally by both parties.

(2) Failure to provide a timely answer to any step of the grievance procedure shall permit the grievant to immediately proceed to the next step of the grievance procedure.

(3) An employee who is suspended, demoted, or discharged shall be given written notice stating the reason for the disciplinary action within three (3) working days thereafter, and a copy of such disciplinary action shall be sent to the Union. In case of suspension or discharge, the employee shall be advised that he or she has the right to have a Steward present and, if the employee so requests, shall be promptly granted an

interview with a Steward before the employee is required to leave the premises. Thereafter, all matters concerning the disciplinary actions will be processed in accordance with the Labor Contract and the City of Shaker Heights' Rules and Regulations.

(4) The Union Stewards shall be permitted 15 minutes per day to process grievances during regular working hours. The time period shall be established by the Director. Stewards shall request any additional time for the processing of such matters from their immediate supervisors, securing the necessary approval from them.

(P) HOLIDAYS & PERSONAL DAYS

(1) Each employee shall be entitled to seven (7) paid holidays in each calendar year as follows: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided said employee worked on his or her regularly scheduled days (or was on approved paid leave) before and after any one of such seven (7) paid holidays. This attendance requirement may be excused if the absence is due to a legitimate illness or injury and a doctor's certificate is provided notwithstanding other rules pertaining to doctor's certificates. Any such employee working in an emergency as determined by the Director on any of said seven (7) paid holidays, shall be entitled to full pay for the holiday worked plus full pay or an additional day off without reduction in pay, as determined by the Director.

(2)(a) Except as noted below in sub-sections (b) and (c), employees shall be credited with four (4) personal days each year during the month of January. (Employees working four (4) ten (10)-hour shifts shall be credited with thirty-two hours of personal leave.) With appropriate supervisory approval(s), employees may use these days (hours) at their discretion at any time during that calendar year. Personal days do not carry over

into the next year if they are not used.

(b) New employees hired between April 1 and June 30 in a calendar year shall be credited with three (3) personal days, and new employees hired on or after July 1 in a calendar year shall be credited with two (2) personal days, subject to the same conditions outlined in sub-section (a) above.

(c) Employees who separate from employment during their probationary period shall be subject to the following allowances for personal day(s).

<u>Length of Service</u>	<u>No. of Personal Days</u>
9 months or more	4
6 months to 8+ months	3
3 months to 5+ months	2
Less than 3 months	1

Any probationary employee who has used more personal time than he or she is permitted under this schedule shall have the excess hours deducted from his or her final paycheck. In addition, personal days for probationary employees are subject to the same conditions outlined in sub-section (a) above.

(3) Employees who are regularly scheduled to work a staggered work week shall be scheduled to work and shall perform the regular, usual and customary duties of his or her classification on a holiday as set forth in Section P(1) if the holiday falls within the employee's regularly assigned staggered work week, based upon operational necessity. Said employee shall receive time and one-half (1-1/2) his or her regular rate of pay on said holiday.

(Q) VACATIONS

(1) Annual vacation leave shall be granted to all qualified employees as further provided herein. Vacation leave shall be cumulative to a maximum of 280 hours and any further accumulated vacation leave not so taken shall lapse. When in the discretion of the Mayor, an employee's absence from his or her duties would be detrimental to the City, the Mayor may authorize payment for vacation leave earned and not used.

(2) Vacation leave shall accumulate for each employee on a bi-weekly, pro rata basis, starting from the date of employment. Employees are entitled to accrue vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Accrual in Weeks</u>	<u>Vacation Accrual in Hours</u>
0 months to 1 year	1	40
1 year to 4 years	2	80
4 years to 11 years	3	120
11 years to 17 years	4	160
17 years or more	5	200

After the first six (6) months of continuous service, each new employee shall be eligible to use accrued vacation in accordance with departmental regulations.

(3) In time of emergency determined by the Mayor, the Director shall have the authority to suspend or postpone vacation leave.

(4) Accumulated vacation leave and personal earnings shall be payable upon an employee's death in accordance with the laws of Ohio.

(5) In the year in which an employee retires, such retiree may take his or her full accumulated vacation time for that year or elect to be paid a lump sum for such accumulated vacation time and terminate his or her employment at such earlier date.

(6) Any employee who has accumulated two (2) weeks' vacation time, may elect, once per year, to receive two (2) weeks' vacation pay prior to the taking of the employee's regularly scheduled vacation. The vacation pay shall be included in the paycheck immediately preceding the scheduled vacation and represents an advance of the employee's forthcoming pay. Employees must give four (4) weeks' advance written notice to the City requesting early payment of vacation pay and such requests are not subject to change.

(7) The City shall endeavor to provide vacation forms to employees no later than January 1 and shall post the approved Departmental Vacation Schedule, if possible, on or about February 15. If an employee does not receive vacation request as noted in the February 15 posting, it shall be his/her obligation to make inquiry to the department as to the reasons therefore.

(8) **Seniority for Vacation Picks** -- By December 1st of each year, the Union will notify the City regarding which three (3) days in the coming year they wish to designate as days when overall seniority shall prevail for vacation selection, regardless of the job to which an employee is assigned. (Example: Day after Thanksgiving)

(R) SICK LEAVE AND FUNERAL LEAVE

(1) **Sick Leave** -- Each employee with service in excess of thirty (30) calendar days shall accrue for each month of service thereafter sick leave of one and one-fourth (1¼) work days to be used for absence due to illness and injury. For probationary employees, sick leave will be credited, but may not be used, except for hospitalization or work-related injury, until the employee has satisfactorily completed the initial probationary period with the City. An employee shall accrue sick leave for all hours worked, up to eighty (80) hours per pay period.

(2) Accrued sick leave, not to exceed five (5) days in a calendar year, may be used by a non-probationary employee for attendance to a member of his or her immediate family due to serious illness or injury requiring the employee's presence to provide necessary care. Immediate family shall consist of father, mother, spouse, child, legal ward, foster child, and any other relative residing in the employee's household. A certificate from the physician in attendance is required as sufficient proof of need for the required leave of absence by the employee, showing the employee's required attendance to the immediate family member.

(3) For employees hired before January 1, 2012, it is further provided that an employee may accumulate a maximum of two hundred ninety-five (295) days' sick leave time. If the employee has at least ten (10) years of service with the City of Shaker Heights, upon any termination for other than disciplinary reasons, a cash conversion at the employee's base rate may be obtained at the ratio of one (1) day of pay for each two (2) days of accrued but unused sick leave, not to exceed one hundred twenty-five (125) days of pay.

Employees hired after January 1, 2012 may accumulate a maximum of one hundred thirty (130) days' sick leave time. An employee hired after January 1, 2012 who has at least ten (10) years of service with the City of Shaker Heights, upon any termination for other than disciplinary reasons, may obtain a cash conversion at the employee's base rate at the ratio of one (1) day of pay for each two (2) days of accrued but unused sick leave, not to exceed sixty-five (65) days of pay.

(4) Employees shall be permitted to be absent from work no more than a total of five (5) days in a calendar year without a doctor's certificate being required; provided, however, a doctor's certificate will be required of each employee for any absence due to

illness lasting longer than two (2) consecutive days. Employees must provide doctor certificates for all absences due to illness on days immediately prior to and after holidays and approved personal holidays and vacation days. (Example: Cannot use a signed day to extend vacation or holiday leave.) When a doctor's certificate is required, it must be presented immediately upon the employee's return to work. If it is not received by the close of business of the day the employee returns to work, the employee shall not be paid for the period of absence, and the absence shall be considered as unexcused for purposes of the *Sick/Absence/Tardiness Abuse Control Policy*.

(5) Employees are subject to departmental "Sick/Absence Abuse Control" Policy.

(6) Employees are permitted to use sick leave for pre-scheduled medical/dental appointments, provided approval is requested at least two (2) days prior to the appointment, and the appointment is scheduled to result in a minimum of time off the job. In no case shall approved sick leave exceed the actual time at the medical/dental appointment, plus travel time.

(7) Sick Leave Donation Program -- Employees may donate voluntarily up to 40 hours of sick leave to another bargaining unit employee who must have exhausted his or her own sick leave, vacation, holiday, compensatory time and personal leave. The following conditions shall apply:

(a) An employee may contribute up to a maximum of forty (40) hours of his/her accumulated paid sick leave but must retain at least one hundred (100) hours of accumulated sick leave after any contribution.

- (b) No more than four hundred eighty (480) hours of sick leave may be donated to any one (1) employee.
- (c) Any agreement to contribute must be in writing and signed by the contributing employee and is subject to final approval by the Director of Human Resources.

(8) Funeral Leave – Three (3) days' funeral leave shall be granted to attend a funeral of a member of the immediate family. If the funeral is held 350 miles or more from the City of Shaker Heights, then an additional two (2) days' maximum sick leave may be taken. Immediate family for the purposes of this section is defined as parents, grandparents, mother-in-law, father-in-law, spouse, child, grandchild, brother, or sister and spouse's brother or sister. An employee excused from work under this section shall, after making written application showing proof of death, receive the amount of wages, exclusive of shift or any other premiums that the employee would have earned by working during straight-time hours on such scheduled days of work for which he or she was excused. In the event of a simultaneous tragedy affecting more than one (1) of the covered relatives enumerated above, not more than three (3) normally scheduled work days shall be excused with pay, and all such paid days shall be subject to the terms and conditions heretofore stated in this section.

(S) OTHER LEAVES

(1) Jury Duty Leave – If an employee is absent from a regularly scheduled day of work due to a summons to either appear for examination as a juror or appear for jury

duty, or a subpoena to appear as a witness, he or she will receive his or her regular rate of pay, during the period actually served as a juror, potential juror or witness.

(2) The exception to this policy is when the employee is involved in a legal action, as a plaintiff or defendant, that is unrelated to the employee's job with the City. In this case, the employee will take accumulated vacation leave for all work hours missed.

(3) The employee will continue to receive a paycheck according to the regular schedule. The employee will also continue to earn the paid holidays, sick leave, and vacation benefits to which he or she is entitled.

(4)(a) Military Leave – Employees who are members of the Ohio organized militia, or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for periods of up to one (1) month, for each calendar year in which they are performing service in the uniformed services.

(b) As used in this section, "calendar year" means the year beginning on the first day of January and ending on the last day of December, and "month" means twenty-two (22) eight-(8-) hour work days or one hundred seventy-six (176) hours within one calendar year.

(c) Except as otherwise provided in sub-section (d) of this section, any employee who is entitled to the leave provided under sub-section (a) of this section and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services,

because of an executive order issued by the President of the United States or an act of congress, is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each month of that leave of absence, the lesser of the following:

(1) The difference between the employee's gross monthly wage or salary as a City employee and the sum of the employee's gross uniformed pay and any allowances received that month, exclusive of allowances for travel, food, or housing;

(2) Five hundred dollars (\$500.00).

(d) No employee shall receive payments under sub-section (c) of this section if the sum of the employee's gross uniformed pay and allowances (exclusive of allowances for travel, food, or housing) received in a pay period exceeds the employee's gross wage or salary as a City employee for that period or if the employee is receiving pay under sub-section (a) of this section.

(e) (1) During the first month of military leave in each calendar year, as authorized by this section, employees shall accrue the vacation leave, sick leave, and seniority they would otherwise have been entitled to, had the military leave not occurred. Likewise, all insurance and other benefits (e.g. longevity pay) shall be unaffected during the first month of approved military leave in each calendar year.

- (2) Beginning with the second month of military leave in each calendar year, as authorized by this section, employees shall continue to accrue seniority, but all sick leave and vacation leave shall cease to accrue; and all insurance benefits and other benefits shall cease to be paid by the City.

(f) The City will comply with Ohio Revised Code and the rules and regulations of the Public Employees Retirement System, regarding pension contributions for all employees on military leave.

(g) An employee who has been on military leave shall be entitled to reinstatement to his or her previous position (or a position of similar seniority, status and pay) if:

- (1) The employee has given advance written or oral notice of such military service to the City;
- (2) The cumulative length of the absence and all previous absences from a position of employment with the City by reason of military service has not exceeded five (5) years; and
- (3) The returning veteran reports to, or submits a re-employment application to the City in accordance with the notice requirements contained in 38 U.S.C. §4313(a).

(5) Union Leave – At the request of the Union, a leave of absence without pay may be granted to no more than one (1) employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on

behalf of the Union necessitating a suspension of active employment, as follows:

(a) Any request for leave must be made at least ten (10) days prior to the date of such leave. However, any request for a leave of thirty (30) days or more must be made at least thirty (30) days prior to the date of such leave.

(b) Any union leave shall not extend beyond ten (10) days, unless further agreed to by the Chief Administrative Officer.

(c) The approval and authorization of any union leave shall be contingent upon operational needs as determined by Management.

(6) Leave of Absence Without Pay (Non-Medical) – An employee who has satisfactorily completed the probationary period may submit a written request to the Chief Administrative Officer for a leave of absence without pay. This leave may not exceed six (6) months. The granting of such leave will be based upon the operational needs of the employee's department, as well as the quality of the employee's work performance, longevity, and the reason for the request.

(7) For example, an employee may be granted a leave of absence without pay for educational purposes relating to the operations of the City, providing such leave has been requested and approved in advance by the Chief Administrative Officer.

(8) An employee may elect to use any or all of his or her accumulated vacation time while on this type of leave. While on F.M.L.A. leave, the City will continue an employee's insurance coverage for a period not to exceed twelve (12) weeks from the commencement of the leave, on the same terms and conditions as if the employee were not on leave. The City shall also provide the employee with proper notice of the

employee's right to continue insurance coverage at the conclusion of the 12 week period, with the employee fully paying the cost of such continuation coverage under existing COBRA policy.

(9) While on leave of absence without pay, the benefits accumulation and seniority status will not continue to grow. When the employee returns from leave of absence without pay, the status of the benefits and seniority will be the same as when the employee left. Provided, however, that should an employee return to work after a medical leave of absence due to a job-related injury which was sustained during his or her employment with the City and which was recognized by the Bureau of Workers' Compensation, the employee will receive seniority credit for the time of the approved medical leave of absence.

(10) The employee must establish a definite date of return, before going on leave. If an employee needs additional time upon expiration of the leave period, the employee may request an extension, in writing, from the Chief Administrative Officer.

(11) Medical Leave – Other than for probationary employees, after an employee has exhausted his or her sick leave with pay, the employee must make a written request for a leave of absence without pay if he or she is unable to return to work due to personal illness, injury or pregnancy, but wishes to remain employed by the City. If approved by the City, this leave of absence shall be for a period not to exceed six (6) months, which time shall include any leave granted under the Family Medical Leave Act. The employee's request for said leave must be supported by medical evidence satisfactory to the City and must be reported to the Director by no later than the second day of absence. If the

illness, injury or pregnancy continues beyond the time approved by the City for the leave, the City may grant additional leave without pay under this paragraph upon request. All medical leaves of absence (and any extensions thereof) must be applied for and granted or denied in writing, on forms to be provided by the City. Employees requesting an unpaid medical leave of absence may not return to work until said request for leave has been granted and said employee has provided medical evidence satisfactory to the City. An employee may be required to submit to and pass a physical examination before being permitted to return to work.

(T) HOURS OF WORK & WORK ASSIGNMENTS

(1) Each employee shall work a basic eight (8) hour day, five (5) days a week, for a regular base work week of forty (40) hours, except when mutually agreed, the ten (10) hour day, four (4) day work week may be used.

(2) All employees will have a designated work schedule with an established starting time and quitting time. Any change in the work schedule will be upon five (5) days' notice, unless otherwise mutually agreed upon by the City and the Union or necessitated by unscheduled absences of employees or in the event of an emergency.

(3) Daily assignment to rubbish activities to fill vacancies due to absence of regular rubbish crew member(s) shall be made from employees in the unassigned labor pool, starting with the lowest seniority. (i.e., employees in bid positions shall be exempt from filling vacancies on the refuse crews.)

(4) When an Equipment Operator in the Refuse Collection Division is absent due to vacation, sick leave, etc., the most senior Laborer/Truck Driver in the Refuse

Division on duty that day will be assigned to the Equipment Operator position. If more than one Equipment Operator position needs to be filled on a given day, employees will get to choose their preferred route based on highest seniority.

(5) Employees in bid jobs, whose daily assignment is not being performed that day, shall be reassigned by the Director or his agent in accordance with management's priorities for that day. Seniority will not be the sole determinant of daily job assignments under these circumstances, but any reassigned employee shall receive his regular bid job rate of pay, or the rate for the job to which he is assigned that day, whichever is higher.

(U) SHOW-UP TIME

(1) Each employee shall be paid show-up time as follows if the employee reports for work at his regularly scheduled time and is not assigned a job for the entire duration of the shift because of the weather or other unforeseen reasons.

Up to two (2) hours work performed ----- two (2) hours' pay

Over two (2) hours, but less than four (4) hours work performed - - - four (4) hours' pay

Anything over four (4) hours work performed ----- eight (8) hours' pay

(V) INSURANCE/PENSION PLAN

(1) The City will continue in effect the present UNUM Short Term Disability Income, Long Term Disability, and General Life (\$30,000 with double indemnity for accidental death) policies, or their equivalent at the City's cost.

In addition, employees will be permitted to purchase, through payroll deduction, vision coverage and additional life insurance, to the limit allowed by the City's life insurance carrier.

(2) There will be no changes to the dental plan in 2012. Effective January 1, 2013, the City will provide dental insurance subject to the following changes:

<u>Effective Period</u>	<u>Terms</u>
1/1/13 – 12/31/13	Employee Contribution Premium 10% of the monthly funding rate (premium equivalent.)
1/1/14 – 12/31/14	Employee Contribution Premium 15% of the monthly funding rate (premium equivalent.)

The City will notify the Union of the City's funding rate adjustment for any given year and will provide the Union with a copy of the actuarial report.

(3) Effective January 1, 2012, the City will provide healthcare coverage under the Medical Mutual of Ohio Supermed Plus Plan (MMO PLAN) with office co-pay of \$20.00 and in-network deductible of \$100.00 (single) / \$200 (family), and the Kaiser Permanente Plan (KAISER) with office co-pay of \$5.00, or plans substantially equal in benefits to these plans, subject to the following changes:

<u>Effective Period</u>	<u>Terms</u>
1/1/12 – 12/31/12	Employee Contribution Premium KAISER Family \$67.83/month Single \$25.40/month MMO PLAN Family \$73.00/month Single \$27.01/month
1/1/13 – 12/31/13	Employee Contribution Premiums KAISER - 10% of monthly premium MMO PLAN - 10% of monthly funding rate (premium equivalent) for single and family as determined by City actuary.

	MMO PLAN Preventive Services (routine physicals, routine eye exams, mammograms, pap tests, well child care) – no deductible, no co-pay in network.
	MMO PLAN In-Network Co-insurance after deductible 10% for all services in-network requiring a deductible to maximum of \$600 single and \$1200 family.
	MMO PLAN Out of Network co-insurance after deductible 30% co-insurance for services out of network to maximum of \$1,500 single and \$3,000 family.
1/1/14 – 12/31/14	Employee Contribution Premiums KAISER - 15% of monthly premium MMO PLAN - 15% of monthly funding rate (premium equivalent) for single and family as determined by City actuary.
	MMO PLAN Preventive Services (routine physicals, routine eye exams, mammograms, pap tests, well child care) – no deductible, no co-pay in network.
	MMO PLAN In-Network Co-insurance after deductible 15% for all services in-network requiring a deductible to maximum of \$750 single and \$1500 family.
	MMO PLAN Out of Network co-insurance after deductible 30% co-insurance for services out of network to maximum of \$1,500 single and \$3,000 family.

The City will notify the Union of the City's funding rate adjustment for any given year and will provide the Union with a copy of the actuarial report.

(4) Any employee who is qualified to participate in the City's family plan health insurance program may, at the employee's option, elect not to participate in said program, but instead receive additional compensation in the amount of two hundred fifty dollars (\$250.00) for each month the insurance is waived. Only employees who provide acceptable proof of other health insurance are eligible to participate in this program. In addition, employees must comply with all administrative requirements established by the Director of Human Resources. Employees whose spouses are also employed by the City are not eligible to participate in this program.

(5) Effective January 1, 2013, if an employee's spouse is eligible to participate, as a current employee or in their current enterprise or as a retiree, in group health insurance by his/her employer, enterprise or any public or private retirement plan, the spouse must enroll in such group insurance coverage.

The requirement does not apply to any spouse who is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage.

Upon the spouse's enrollment in such group insurance coverage, that coverage will become the exclusive payor of benefits for the spouse, unless family coverage with the City is selected and the spouse is enrolled in the City plan, in which event the spouse's other plan coverage will be primary and the City will become the secondary payor of benefits except where contrary to law.

Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan, as required by this agreement, shall be ineligible for benefits under the group insurance coverage sponsored by the City.

Every employee whose spouse participates in the City's group health insurance coverage shall complete and submit to the City, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage sponsored by the spouse's employer, enterprise or public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health insurance

coverage sponsored by the City. Additional documentation may be required.

An employee who submits false information or fails to timely advise the City of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and such false information, or such failure results in the City providing benefits to which the spouse is not entitled, the employee will be personally liable to the City for reimbursement of benefits and expenses incurred by the City and will be subject to termination. Any amount to be reimbursed by the employee may be by direct payment by the employee, or, if not, shall be deducted through payroll deduction.

If the spouse enrolls in coverage with his/her employer and the employee enrolls in family coverage with the City of Shaker Heights, the spouse's coverage with his/her employer will be primary and the City coverage will be secondary. When and if the primary coverage is less than the secondary coverage, secondary coverage will be applicable and the payment will be based on the City's plan benefits and would be subject to any deductibles, co-payments or co-insurance under the City's plan.

If the City employee is enrolled in single coverage with the City and the spouse is enrolled in single or family coverage with his/her employer, the City will provide one-half of the waiver of health insurance payment that is applicable where the entire family foregoes City coverage. The full benefit at this time is \$250 per month so the amount the City would pay at this time is \$125 per month. If the full benefit increases, the spouse's benefit will increase proportionately.

(6) For ALL Plans:

The City shall pay the remainder of the monthly health insurance premium (or

premium equivalent) not covered by the employee contribution prescribed in Sections (2) and (3).

The City shall continue in effect, at its expense, a Section 125 Plan to allow employee contributions to be made on a pre-tax basis.

The City may offer alternate plan(s) in addition to the ones specified above. In such case(s), employee/City contributions shall be calculated in a manner determined by the City, but in no case shall the employee contributions exceed the amounts prescribed above.

(7) Employees will be eligible to participate in the City's Wellness Program.

(8) The contribution required to be made by each employee to the Ohio Public Employees Retirement System ("OPERS") shall be paid by the City on behalf of the employee in lieu of contribution by the employee. The gross wages payable by the City to each said employee in any pay period shall be reduced by the amount payable by the City to OPERS on behalf of each employee.

(W) LONGEVITY & CDL PAY

(1) The City agrees to pay longevity amounts in a lump sum, less deductions, to be issued in a separate payroll check on the next pay period following the employee's anniversary date of employment with the City. Effective as soon as practicable following ratification of this Agreement, longevity pay will be included in the employee's regular paycheck (rather than in a separate check), on the next pay period following the employee's anniversary date of employment with the City.

Payment will be made each year in this manner to employees who qualify under the following schedule:

Five (5) years' continuous service	\$ 400.00
Ten (10) years' continuous service	550.00
Fifteen (15) years' continuous service	900.00
Twenty (20) years' continuous service	1,200.00
Twenty-five (25) years' continuous service	1,500.00

(2) Employees who retire from the employ of the City shall be entitled to their longevity payment on a time pro-rata basis.

(3) CDL Pay – An employee who renews his or her Commercial Driver's License during a given calendar year shall be eligible to receive reimbursement for the full cost of the State renewal fee in December of that year, provided the employee submits a copy of the new license, and the receipt therefore, by December 1. An employee receiving a new CDL Class A license is eligible for reimbursement of \$150.00 if **approved in advance by the Director.**

(X) UNIFORMS & SAFETY SHOES

(1) All employees shall be provided with either five (5) two-piece uniforms (shirts/pants) per year, or three (3) two-piece uniforms (shirts/pants) and three (3) sets of coveralls per year, as the employee may elect in writing. At the discretion of the Director, a maximum of five (5) two-piece uniforms (shirts/pants) and three (3) sets of coveralls per year may be issued due to the nature of work performed by the employee. Such election shall not be changed during the life of the uniform contract.

(2) The City agrees to provide initially each employee five (5) t-shirts for use in warmer weather and three (3) t-shirts annually thereafter. It is the responsibility of the employee to launder and maintain said t-shirts.

(3) The City will provide a boot/clothing allowance of \$200 (Two Hundred Dollars) per year. (Allowance can be used for items such as approved boots, rain gear, sweatshirts, caps, etc.) Employees are required to wear approved safety shoes, if so directed by the City in accordance with OSHA standards.

(4) Refuse Collectors will be furnished with winter-weight outerwear, including a carhart (or jacket and pants), gloves and hat. Replacement items will be furnished at the City's sole discretion, and will require the employee to turn in the worn-out item(s).

(Y) PERFECT ATTENDANCE

(1) An employee who is not absent from work other than for approved holidays, vacation, work-related injury leave (reported on day of occurrence and requiring attendance by a physician), and funeral leave, and who is not habitually tardy (no more than an average of once per month) during the preceding calendar quarter shall receive one (1) day's extra pay to be issued in a separate payroll check during the month following completion of each calendar quarter. For the purpose of computing eligibility for perfect attendance, an employee will be considered tardy if he or she punches in later than five (5) minutes after the scheduled starting time. If any employee has received perfect attendance incentive in all four (4) quarters of a calendar year, said employee shall receive one (1) additional day's pay with the fourth quarter incentive payment.

(2) Employees' pay stubs will show their accrued sick leave and vacation leave balances.

(3) An employee with perfect attendance in a quarter pursuant to Paragraph Y will have the right to a day's pay (8 hours) or the equivalent in compensatory time even if such additional compensatory time exceeds the 80 hours maximum under Paragraph I(4) except if the employee already has 120 hours of compensatory time.

(Z) TOOL ALLOWANCE & INSURANCE

(1) All employees who are required in the performance of their jobs to have a personal tool inventory in excess of three thousand five hundred dollars (\$3,500.00) ((e.g., Mechanics; Skilled Laborer (Fabricating Welder); shall be paid an annual tool replacement allowance of five hundred dollars (\$500.00). The tool allowance will be payable annually during the month of December, upon the submittal, by December 1, of acceptable invoices covering the purchase of tools during that calendar year.

(2) Effective June 1, 2000, all employees receiving the annual tool allowance referenced in Section (1) of this Article shall be provided ten thousand dollars (\$10,000.00) of tool insurance by the City. The policy will include a five hundred dollar (\$500.00) deductible, to be paid by the employee in the event of a loss. To obtain and retain coverage under said policy, an employee must properly inventory his or her personal tools, have the inventory validated by the City, and follow the proper security measures established by the City. Additional tool insurance may be purchased by the employee through payroll deduction, subject to the rules and regulations of the insurance carrier.

(AA) COURT WORK RELEASE PROGRAM

(1) The following job tasks may be performed by Court Work Release Program participants when assigned to the Department of Public Works by the Shaker Heights Municipal Court.

- assist with custodial cleaning of the Service Center complex
- cleaning of equipment
- litter pick-up without operating City equipment
- weeding
- other non-union assigned tasks to which Union employees would not normally be assigned.

(2) It is the policy of the City that no participants of the Court Work Release Program shall be permitted to operate any City vehicles during the period they are assigned to City operations.

(BB) MISCELLANEOUS

(1) Mileage – The City will provide mileage expense to employees who use their own personal autos in performance of their duties for the City at the current Internal Revenue Service rate.

(2) The City agrees to maintain its current practice of providing job-related educational assistance.

(CC) SAVINGS CLAUSE

(1) Should any provision of this Labor Contract be deemed illegal pursuant to present or future laws, it shall be deemed separate and distinct from the remainder of the Labor Contract and shall not invalidate the entire Labor Contract.

(DD) LAYOFFS

(1) There shall be no layoffs of Public Works Bargaining Unit employees between January 1, 2012 and December 31, 2012 except that in the event of a severe loss of revenue which would place the City in fiscal watch as of June 30 or December 31 of 2012, the City will have the option to lay off Public Works employees.

If the voters of Shaker Heights approve a .5 increase in the City income tax rate at the election of August 7, 2012, the above paragraph will also apply to the period between January 1, 2013 and December 31, 2014.

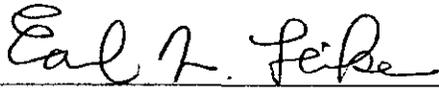
(EE) DURATION

(1) The foregoing constitutes the complete agreement on all questions of wages, hours and working conditions between the City and the Union. This Labor Contract shall be effective as of January 1, 2012, and shall remain in full force and effect until midnight, December 31, 2014, and thereafter unless either party desires to modify or terminate the Labor Contract and files a notice in writing of its desire to terminate or modify at least sixty (60) days prior thereto.

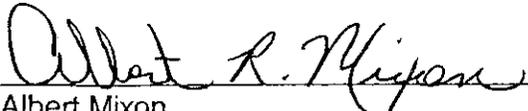
This Labor Contract signed at Shaker Heights, Ohio this 2nd day of November, 2012.

CITY OF SHAKER HEIGHTS, OHIO

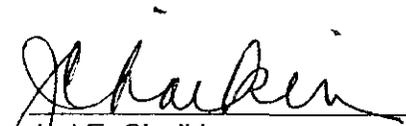
TEAMSTERS LOCAL UNION NO. 507



Earl M. Leiken, Mayor



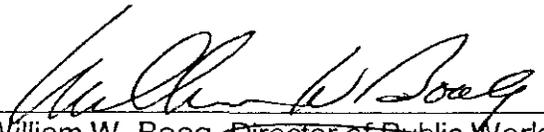
Albert Nixon
Business Agent & Secretary Treasurer



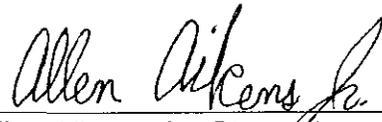
Jeri E. Chaikin,
Chief Administrative Officer



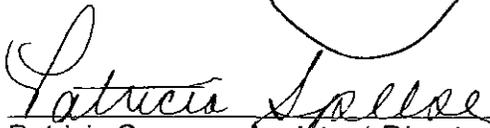
Carl Pecoraro
President



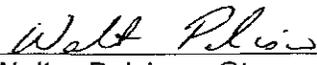
William W. Boag, Director of Public Works



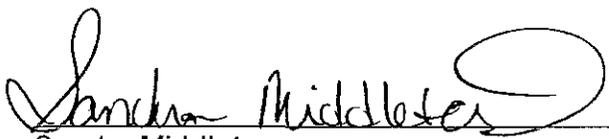
Allen Aikens, Jr., Steward



Patricia Speese, Assistant Director
of Public Works



Walter Palcisco, Steward

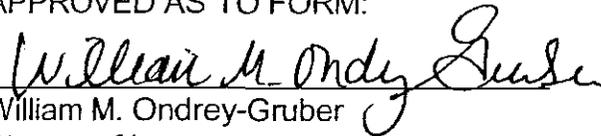


Sandra Middleton
Senior Human Resources Analyst



Gerald Towalski, Steward

APPROVED AS TO FORM:



William M. Ondrey-Gruber
Director of Law

CLASSIFICATION DESCRIPTIONS
(former classifications listed in parenthesis)

ASSISTANT CHIEF EQUIPMENT MECHANIC

CHIEF EQUIPMENT MECHANIC

CLASS "A" OPERATOR

Operator of any vehicle requiring possession of a Class A Commercial Driver's License

CUSTODIAN

EQUIPMENT MECHANIC

EQUIPMENT OPERATOR

to include: Transfer Station Operator, Tar Kettle Operator, Line Marking Machine Operator, Street Sweeper, Sewer Jet Operator, Mist Sprayer Operator, Vac-All and Vactor Driver/Operator, Concrete Mixer Operator, TV Truck Operator, Sewer Rodder Operator, Bucket & Winch Truck Operator, Refuse Packer Operator, Recycling Truck Driver, Special Pick-up Truck Operator, Stump Grinder Operator, Rubber Track Tractor Driver (Bombardier), Trencher Operator, all other equipment not specifically covered by another classification.

EQUIPMENT SERVICE TECHNICIAN

HEAVY EQUIPMENT OPERATOR

to include: Dozer Operator, Tractor-Trailer Driver, Backhoe Operator, Front-End Loader Operator (Payloader), Roller Operator, Skymaster Aerial Lift Operator, Paver Operator, Asphalt Maintainer Operator.

LABOR CREW LEADER

A person in this position normally supervises the work of four (4) or more employees, such work being of sufficient complexity and sophistication to require the direction and coordination of said employees.

LABORER/TRUCK DRIVER

to include: Vactor and Vac-All Helper, Sewer Jet Helper, Line Marking Helper, Jackhammer Operator, Bucket Machine Operator, Sandstone Sidewalk Repair Helper, Sewer Digger Helper, Concrete Curb Digger and Form Setter Helper, Brick Layer Helper, TV Truck Helper, Yard Foreman Helper, Portable Camera Truck Helper, Tractor Operator, Power Wheelbarrow Operator, Riding Lawnmower Operator, Pickup Truck Driver, Grass Collection Truck Driver, Yard Utility Worker, all other operators/drivers of trucks not specifically covered by another classification.

SKILLED LABORER

to include: Curb Setter and Cutter, Asphalt Raker, Sign Painter, Sewer Digger and Pipe Layer, Cement Finisher, Sidewalk Stone Installer, Brick Layer, Sandstone Curb Setter, Carpentry Worker, Body Repair Worker, Fabricating Welder.

YARD OFFICE COORDINATOR

THE CITY OF SHAKER HEIGHTS, OHIO

DEPARTMENT OF PUBLIC WORKS

RULES AND REGULATIONS

By virtue of his or her duty under the ordinance of the City of Shaker Heights, Ohio, the Director of Public Works has established for the Department the following rules and regulations for its government, reserving the right to make such changes in said rules and regulations as the good of the service may require from time to time. The purpose of these rules and regulations is to establish orderly rules of conduct and behavior for employees in the Department of Public Works. Accordingly, rules will be broken down into three categories: those which are grounds for immediate dismissal; those which are grounds for immediate discipline; and those which are grounds for progressive discipline.

Any infractions of the following rules and regulations are subject to disciplinary action.

GENERAL RULES

SUBJECT TO PROGRESSIVE DISCIPLINE

1. The entire personnel of the department shall be responsible and subordinate to the Director of Public Works and subject to his or her orders and directions.
2. The entire personnel of the Department shall be responsible and accountable to immediate superiors and subject to their orders and directions.
3. All Labor Crew Leaders and personnel serving in the place of others, on orders of the Director, shall assume all authority and responsibility of the Labor Crew Leader and personnel for whom they are serving.
4. Labor Crew Leaders and personnel detailed to act temporarily, on orders of the Director, in positions of higher rank, shall be accorded the obedience, respect and courtesy demanded by these rules for the higher rank. The Labor Crew Leader shall in return act in a courteous, respectable manner.
5. Labor Crew Leaders and personnel charged with command and responsibility shall take every action to insure efficient, safe, orderly, uniform, and economical operation and maintenance of personnel, property, and records in their charge and under their control.
6. Every employee must be at a designated location ready to take orders to go to work at the designated starting time. Any employee, upon leaving the Service Center in the morning, is to go directly to the job site. You are not to stop for coffee. Lunch hours are from 12:00 noon to 12:45 p.m. This forty-five (45)-minute lunch period is in lieu of morning or afternoon breaks. Employees are not to stop working before 12:00 noon and must be back at the job site working at 12:45 p.m. Employees working outside of the Service Center are not to stop working or leave the job site any earlier than to arrive at the Service Center fifteen (15) minutes prior to the designated quitting time. During the summer, when deemed appropriate by the Director of Public Works, twenty-five (25) minutes will be granted. Upon arriving at the Service Center, you are to clean the equipment and put all tools away until it is time to ring out. No one is to come upstairs to ring out until five (5) minutes prior to the designated quitting time, and no one is to line up in front of the time clock earlier than five (5) minutes prior to the designated quitting time.

7. If an employee does not report for work or reports late for work excessively, the employee is subject to disciplinary action. If an employee does not report for work and does not call in, he or she is subject to disciplinary action. Employees must notify the Public Works Department at least 1/2 hour before starting time if they are going to be absent from, or late to work, or else their absence will be considered unexcused.
8. If an employee fails to punch his or her time card in or out on more than four (4) occasions in a calendar year, the employee shall be docked 1/2 hour pay for each occurrence beginning with the fifth missed punch. If such conduct occurs frequently, the employee shall be subject to disciplinary action.
9. Each driver is responsible for the truck he or she drives and is to go directly to the job or the route he or she is to start. No driver or employee shall stop or cause any delay within his or her control going to the assigned job.
10. Each truck driver must report the condition of his or her truck both at the beginning (pre-trip) and at the end (post-trip) of the day. This report is to be turned in to the Service Center office. An Employee is allowed up to three (3) missed vehicle inspection slips per year without disciplinary action.
11. Every truck an employee drives should be gassed every night regardless of how much gasoline it contains.
12. All collection trucks will be staffed with only enough employees to finish the route for a full eight (8) hour day.
13. The Director of Public Works, or his agent, will decrease or increase any collection route in manpower when changes in collection warrant such decrease or increase in his or her judgment. Any employee on Rubbish Collection who finds a container that is too heavy to lift, or finds any other problem concerning the way rubbish is prepared or placed, shall take the address and turn it over to the Supervisor to investigate and get corrected.
14. Any rubbish or other material spilled on private property, or in the street, tree lawn or sidewalk, must be cleaned up by the person who spilled it. A broom and shovel must be carried on each truck.
15. Each truck driver shall see that the truck cab is clean and free from all bottles and other articles. Windshields must be cleaned inside and outside before leaving the Service Center each day.
16. Each employee must make a written report to the Director of Public Works of any accident in which the employee may be involved, including reports on damage to City property and personal injury, if any. The report must be submitted to the Director within 24 hours of the occurrence. A police report must be made on every accident regardless of how minor it is or where it is located. The vehicle involved in the accident shall not be moved until told to do so by Police. All accidents will be reviewed by the Director of Public Works, or the Director's agent, and if negligence is determined, then disciplinary action will be taken.
17. No employee is permitted on the Service Center grounds after the employee's quitting time unless permission is given by the Director of Public Works.
18. All tools furnished by the City must be returned to the Yard Office Coordinator in the Yard Office of the Service Center at the end of the day. If the tools are not returned, the employee will be held responsible for the replacement of such tools.
19. All employees will be permitted forty-five (45) minutes for lunch between 12:00 noon and 12:45 p.m., unless otherwise ordered, except on pay day when it will be one (1) hour from 12:00 noon to 1:00 p.m.,

unless otherwise ordered. Any employee who takes over forty-five (45) minutes for lunch except on pay day which is one (1) hour, will be penalized one-half (½) hour's pay. If this condition occurs more than twice in a calendar year the employee will be subject to progressive discipline.

20. Rubbish scooter operators are not to leave their assigned route for any reason without permission from the Director of Public Works, or his or her agent. When they have finished their route for the day, they are to go to the next route and help until collections are completed for the day. All drivers and scooter operators are to wait on the last route they have collected for the Director of Public Works, or the Director's agent, to send them into the Service Center.
21. All employees must keep the Service Center Office advised of their current home address and telephone number. The Service Center Office must be notified within seven (7) calendar days of any change. Any change in the status of an employee's commercial driver's license (including suspending driving privileges, restrictions, change in license number, etc.) must be reported immediately to the Director of Public Works. Following notification by the Bureau of Motor Vehicles or applicable court or police authority of any change in driving privileges, the employee is required to so notify the Director of Public Works no later than the beginning of the employee's next work day. In no case shall an employee drive a City vehicle while his or her driver's license is revoked or suspended. If occupational driving privilege is allowed under a suspension, express permission from the Director of Public Works and the Director of Human Resources must be obtained if and when the employee is allowed to drive a City vehicle.
22. Time of vacations must be scheduled in advance, subject to approval by the Director of Public Works. All changes must be approved by the Director of Public Works in advance of vacation date. After the vacation calendar is established in March, an employee must give forty-eight (48) hours written notice to request a change to a previously approved vacation of three (3) days or less for approval by the Director of Public Works or his or her agent. An Employee must give one (1) week's written notice to change a previously approved vacation of more than three (3) days for approval by the Director of Public Works or his or her agent. An Employee who comes to work on a previously scheduled vacation day will be sent home, unless otherwise approved by the Director. Except during times of posted manpower shortages or emergency conditions, as determined by the Director of Public Works, employees are to submit all requests for vacation or holiday no later than forty-eight (48) hours before said time off. If the employee receives no response to his vacation or holiday request within twenty-four (24) hours, the employee may directly contact the Director of Public Works or the Director's designee for an immediate response. Effective January 1, 2013, employees may take three (3) days of "emergency leave" each year without providing the required forty-eight (48) hour notice. Any such days off will be deducted from the employee's vacation or personal day balance. Emergency vacation days may not be taken before or after a holiday, a suspension day, or on the three annual "seniority" vacation days provided for in Article Q, Section 8.
23. The Director of Public Works may approve for time lost (sick leave or "emergency leave") if he or she received a telephone call from the employee no less than one-half (1/2) hour before starting time on every day of absence, except as provided in the following paragraph, or by his or her own knowledge of employee injury or illness. Any required certificate of illness, signed by a doctor, must be in the hands of the Director of Public Works no later than the first workday following the absence.

To receive the benefit of sick leave without a doctor's certificate, the employee must have called in sick not less than one-half (1/2) hour before starting time. For example, an employee who has a cold and does not see a doctor is required to call in on a daily basis. However, an employee who sees a doctor and who is put on an extended leave by the doctor is only required to notify the City of the fact that he or she is on a medical leave, the length of the leave and when the employee is to return to work. Further, the employee must advise the City the day before he or she returns to work.

24. Each employee must write out a time ticket on the type of work he or she did each day and the amount of hours the employee put in on each job, or the employee will be paid his or her given hourly rate.
25. All employees in the Department shall devote proper attention to the Service, exerting their greatest energy and full ability in the performance of their duties.
26. Employees shall conduct themselves in a gentlemanly manner, being just, impartial, and dignified in their relations with others.
27. Employees must wear uniforms furnished by the City and keep themselves neat in appearance while on the job.
28. **Cell Phones:** While on duty, employees shall not use cell phones except for an emergency on the job when a radio is unavailable, or as specifically authorized by the Director or his agent. If a cell phone is carried while on duty, it must be kept off unless otherwise approved by the Supervisor. (It is understood that there are no restrictions on cell phone use during an employee's approved lunch period.)
29. Employees are prohibited from wearing headphones of any type while on duty except that employees in the grounds maintenance department are permitted to use OSHA and ANSI (American National Standards Institute) certified headphones with music while operating a mower or weed whacker and in other work situations as expressly authorized by the Director of Public Works.
30. Employees must comply with the departmental "Outside Employment Policy."

SUBJECT TO IMMEDIATE SUSPENSION

1. All employees in the Department are required to obey promptly and without discussion or debate, all reasonable orders from their supervisors, unless jeopardizing the individual or his or her job. Anyone violating this regulation will be subject to immediate suspension.
2. Every employee must ring his or her own time clock card and is not permitted to ring in or out any other employee's card. If any failure to ring in or out occurs, the employee must report it in writing on the appropriate form to the Director of Public Works, or his or her agent, in order to be paid for that day. All overtime must be approved by the Director of Public Works or the Director's Designee.
3. Any employee who has finished his or her assignment and doesn't have another assignment shall contact his or her supervisor by radio. If the employee does not have a radio, the employee shall return to the Service Center and contact his or her supervisor. The employee will report to the yard office and be assigned to help clean equipment until such time as the employee is assigned other work, or until quitting time. No employee may leave work before quitting time without permission from the Director of Public Works, or his or her agent.
4. No driver shall leave the City at any time with a City truck without permission from the Director of Public Works, or his or her agent. No employee shall drive a City vehicle from the Service Center or use a City vehicle for personal use without specific permission from the Director of Public Works or his or her Agent. Anyone found in violation of this regulation will be subject to immediate suspension.
5. No equipment of any kind is to be taken from the Service Center without permission from the Director of Public Works, or his or her agent. No equipment of any kind is to be taken from the Service Center for personal use. Any violation of this regulation will be subject to immediate suspension.

6. Employees shall not use obscene, immoral, disrespectful, imprudent or other improper language or conduct, being always respectful, and gentlemanly to their supervisors, equals, and citizens and courteous to subordinates.
7. Gambling shall not be permitted while on duty, or at any time in quarters or on Department or City premises.
8. Employees will not sleep while on duty.
9. No employee will take anything home from the job without permission from the Director of Public Works, or his or her agent. Anyone who takes anything off anyone's property without permission, for salvaging or the employee's own use, will be subject to immediate suspension.

SUBJECT TO IMMEDIATE SUSPENSION, PENDING DISCHARGE

1. Employees who are absent without approved leave for a period of five (5) consecutive days shall be considered to have abandoned their job with the City and will be immediately suspended, pending discharge.
2. At no time while on duty or on Department or City premises shall any employee of the City of Shaker Heights Public Works Department have on or about their person a handgun, firearm, or deadly weapon of any kind as described in the Shaker Heights Codified Ordinances. Any employee of the City of Shaker Heights Public Works Department found with a firearm or any other deadly weapon on his or her person, or stored on City premises, shall be immediately suspended, pending discharge.
3. Any employee who takes part in any fighting while on duty, or at any time on Department or City premises, will be immediately suspended, pending discharge.
4. At no time while on duty, operating a City vehicle, or on Department or City premises, shall any employee of the City of Shaker Heights Public Works Department have on or about their person intoxicating beverages or illegal drugs, as described in the Shaker Heights Codified Ordinance, or the employee will be subject to disciplinary action in the form of immediate suspension, pending discharge.
5. Any employee, who while on duty, is under the influence of drugs or intoxicating beverages, will be immediately suspended, pending discharge.
6. An employee found guilty of theft/dishonesty, including but not limited to falsifying a time sheet or other public record, stealing from the employer, another employee or a resident, neglecting job duties for a significant period of time, etc., will be immediately suspended, pending discharge.
7. Any employee for whom the City's vehicle insurance carrier declines coverage shall be immediately suspended, pending discharge.

Teamsters Union Local No. 507

Officers

Albert R. Mixon, Secretary-Treasurer
Carl Pecoraro, President
Tom Zdanowicz, Vice-President
Ray Brown, Recording Secretary

Trustees

Joe Molnar
Safeyyah Edwards
Edwin Reyes

5425 Warner Road, Unit 7
Cleveland, Ohio 44125

216-328-0111
Toll Free: 1-800-697-8670
Fax: 216-328-5655

office@teamsterslocal507.com

Office Hours:

Monday – Thursday - 8:00 a.m. – 5:30 p.m.
Friday - 8:00 a.m. – 4:30 p.m.

Business Agent Call Hours:

Monday – Thursday – 5:30 p.m. – 8:00 p.m.
Friday – 4:30 p.m. – 6:00 p.m.
Saturday – 9:00 a.m. to 12:00 noon

Ohio Teamsters Credit Union:
216-573-6700

TEAMSTERS CREDIT UNION

If an employee wants a savings deduction made, then, in accordance with individual written authorizations, the employer will deduct from the employee's earnings such amounts as the employee shall designate with respect to each pay and remit the amount so deducted to the Ohio Teamsters Credit Union each month.

TEAMSTERS LOCAL UNION NO. 507
5425 WARNER ROAD, UNIT 7
CLEVELAND, OHIO 44125
216-328-0111
1-888-697-8670

FOR THE INFORMATION OF THOSE SEEKING ADMISSION INTO LOCAL NO. 507 AS MEMBERS

Signing the authorization for Initiation & Dues deductions beginning immediately gives you the opportunity to have your employer make weekly deductions. Failure to sign Initiation & Dues authorization would require payment in full of Initiation & Dues on the 31st day from the date of hire, and if payment in full was not made at that time the Union would have the right to ask the Company to terminate your employment.

The Constitutional requirements are that dues payments start with the date of membership.

There are no refunds for money paid into the organization.

Current month's dues are payable on or before the first of each month, but not later than the twenty-first of each month.

To retain your membership in any Teamsters Local your dues must be paid every month, whether you are working or not, unless you take out a **"Withdrawal Card."**

A **Withdrawal Card** is good for life or until you return to active employment in a Local 507 shop, at which time it must be deposited. A new card must be taken out **each** time you leave active employment. To obtain a **Withdrawal Card** your **initiation fee must be paid in full and your dues must be paid up to and including the month in which the card is issued.** It is therefore to your advantage to obtain a card immediately upon leaving employment.

In this way you can keep your membership in good standing in Local 507, subject to Constitutional provisions governing Withdrawal Cards.

Negligence on the part of a member often leads to suspension. After three months of non-payment of dues, members are automatically suspended if they have not taken out a withdrawal card. In order to rejoin Local 507 after being suspended, a member must pay a new initiation fee or be responsible for all back dues.

Members who join Local 507 are not guaranteed steady employment. Should you become unemployed, the Union will endeavor to find other work for you, if possible.

Your Union Card is evidence that you are a member of Local 507. It is your property and should be in your possession at all times.

General Membership Meetings, 10:00 a.m., 2nd Saturday of each month, Union Hall, 5425 Warner Road, Unit 7, Cleveland, Ohio 44125.

Any grievance, dispute, controversy or the like, not filed by a Local Union member with the shop steward or at the Local Union office within seven (7) days of the date on which the said grievance, dispute, controversy or the like occurred, shall be irrevocably waived by the said Local Union member.

New employees shall serve a probationary period before becoming permanent employees. During such probationary period the employee may be discharged and such action shall not be made the subject of the grievance procedure.

LEGAL ASSISTANCE

George Faulkner, Esq.

Faulkner, Muskovitz & Phillips, LLP

One International Place

20445 Emerald Parkway Dr., Suite 210

Cleveland, Ohio 44135-6029

216-781-3600

1-800-262-2899

Any active Local 507 member wishing to obtain legal consultation without any initial obligation may do so by contacting the above.

CREDIT UNION

For information regarding membership and services contact:

Ohio Teamsters Credit Union

6100 Rockside Woods Drive

Independence, Ohio 44131

216-573-6700

Applications can be obtained at the Local Union Office.



SHAKER HEIGHTS

January 10, 2013

State Employment Relations Board
Research and Training Section
65 East State Street, 12th Floor
Columbus, Ohio 43215

STATE EMPLOYMENT
RELATIONS BOARD
2013 JAN 16 P 2:45

Ladies and Gentlemen:

Enclosed is the 2013 Public Employer Annual Information Report for the City of Shaker Heights.

The Municipal Foremen and Laborers' Union Local No. 1099 has been replaced by Teamsters Local Union No. 507 and we have enclosed the current contract, effective January 1, 2012 through December 31, 2014.

Thank you.

Sincerely,

Jen E. Chaikin
Chief Administrative Officer

JEC/cjf
enclosures

HRRM/Correspondence/2013-Misc/SERBAAnnualReport13-0110