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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GARFIELD HEIGHTS

AND

**LOCAL 2729 AND OHIO COUNCIL 8
AFSCME, AFL-CIO**

EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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ARTICLE I

PURPOSE

1.1 This Collective Bargaining Agreement ("Agreement") is entered into by and between the City of Garfield Heights ("City") and Local 2729 and Ohio Council 8 of the American Federation of State, County & Municipal Employees ("AFSCME"), A.F.L.-C.I.O. and its members ("Union"). The purposes of this Agreement are:

1.11 To provide a fair and responsible method of enabling employees covered by this Agreement to participate through union representation in the establishment of the terms and conditions of their employment, including rate of pay, wages, hours and working conditions, and to establish a practical procedure for the resolution of all differences between the parties;

1.12 To establish that the operation of the City of Garfield Heights and the full direction of its working forces are the function and responsibility of the City Administration. Nothing in this Agreement shall be construed in any manner to diminish the authority of the City with respect to any power, right, responsibility or duty conferred on cities by federal and/or state statutes and regulations, the Ohio Constitution and common law, unless specifically and expressly set forth in this Agreement. This Agreement shall be construed as requiring the City to follow the procedures and policies prescribed herein, to the extent they are applicable, in the exercise of authority conferred upon it by law; and,

1.13 To state that, except as specifically limited by an explicit provision of this Agreement, the City shall have the exclusive right to manage its 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.

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

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

ARTICLE II

RECOGNITION OF THE UNION

2.1 RECOGNITION

2.11 The Union is recognized by the City as the sole and exclusive representative of the bargaining unit, as defined in Section 2.4 of this Article, for the purposes of collective bargaining with respect to wages, benefits and all other terms and conditions of employment for all employees within the bargaining unit.

2.2 NON-DISCRIMINATION

2.21 The Union's right to exclusive representation for the term of this Agreement shall not be abridged or in any manner diminished because of any member of the bargaining unit not holding membership in the Union. The Union shall be obligated to represent all members of the bargaining unit for purposes of negotiation, in the grievance procedure and in any other respect where the Union customarily exercises its right to represent. Such representation shall be irrespective of the race, color, creed, national origin, religion, sex, age, handicap or marital status of any member of the bargaining unit.

2.3 LEGALITY

2.31 Should any provision of this Agreement be deemed illegal pursuant to present or future laws or regulations it shall be deemed separate and distinct from the remainder of the Agreement and shall not invalidate the entire Agreement. In the event any provision of this Agreement is determined to be illegal, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful alternative for the clause found illegal.

2.4 BARGAINING UNIT

2.41 The bargaining unit for which the Union is exclusive representative shall consist of the full-time and permanent part-time employees of the City of Garfield Heights. A

list of the job classifications included in this bargaining unit is set forth in the Hourly Rate Schedules, which are attached hereto and incorporated herein as Exhibits A - B. The determination of which employees are in the bargaining unit was made in accordance with the provisions of Chapter 4117 of the Ohio Revised Code.

ARTICLE III

NO-STRIKE CLAUSE

3.1 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 at any operation or operations of the City. Violations of this Article shall be proper cause for discharge or other disciplinary action. The Union shall at all times cooperate with the City in continuing operations in a normal manner. In the event any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. The Union shall immediately advise all employees to return to work. It is agreed that all orders of City supervisors shall be complied with during the period when a dispute is being processed through the Grievance Procedure contained in Article X.

ARTICLE IV

NEGOTIATION PROCEDURE

4.1 The parties agree to be bound pursuant to the provisions of Ohio Revised Code Section 4117.14.

ARTICLE V

NON-DISCRIMINATION

5.1 Both the City and the Union recognize their respective responsibilities under the 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 in any manner relating to employment on the basis of race, color, creed, national origin, sex, handicap or age.

5.2 The City recognizes the right of all employees and all applicants for employment to be free to join the Union or not and to participate in lawful concerted Union activities. Therefore, the City and the Union agree there shall be no discrimination, interference, restraint, coercion, or reprisal by the City or by the Union against any employee or any applicant for employment because of Union membership or non-membership or because of any lawful activity in an official capacity on behalf of the Union or on behalf of the City.

5.3 All of the employees of the City within the bargaining unit shall receive equitable treatment and share in any and all benefits provided therein in accordance with the terms of the contract.

ARTICLE VI

CHECK-OFF

6.1 All employees in the bargaining unit covered by this Agreement who are members of the Union on the effective date of the Agreement and all other employees in the bargaining unit who become members of the Union at any time in the future shall, for the term of this Agreement, continue to be members of the Union, and the City will honor dues deductions (check-off), as provided in Subsection 6.11.

6.11 The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt of a written authorization card from the Union or an employee voluntarily executed by an employee for that purpose and having his signature.

6.12 Deductions under Subsection 6.11 shall be made during the last pay period of each month, but if an employee's pay for that period is insufficient to cover Union dues, the City will make a deduction from the pay earned during the next period or a subsequent period.

6.13 Deductions under Subsection 6.11, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union and the offices of Ohio Council 8, no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The alphabetical list submitted by the City with the dues will include the employees name, address, and phone number.

6.2 The City shall deduct (check-off) employee deductions to the Public Employees Organized to Promote Legislative Equality ("P.E.O.P.L.E.") and remit monthly to P.E.O.P.L.E. all such deducted monies.

6.3 All employees covered by this Agreement who have completed sixty-one (61) days of employment with the City and who are not members of the Union shall pay to the Union a fair share fee, as a condition of employment. The amount of such fee shall not exceed the dues paid by Union members in the same bargaining unit. The Treasurer of the Union will certify to the City the amount of the fair share fee and the City will deduct said amount in the same manner in which dues are deducted. No written authorization is necessary for the fair share fee which

shall be automatically deducted. The City will submit an alphabetical list of each fair share fee payer's name, address and phone number with the fair share fee deductions.

The City shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notice shall be provided by AFSCME to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the Ohio Council 8 Regional Office.

6.4 The Union hereby agrees to hold the City harmless from any and all liability or damages which may arise from the performance of obligations under this Article and the Union shall indemnify the City from any such liabilities or damages that may arise.

ARTICLE VII

BULLETIN BOARDS

7.1 The City shall provide the Union with one bulletin board at the Service Garage, City Hall, and Recreation Center.

ARTICLE VIII

UNION REPRESENTATION

8.1 The employees within each of the following areas shall select one (1) of their fellow employees to act as Steward for the purpose of processing and investigating grievances under the Grievance Procedure:

- 1) City Hall
- 2) Service Department and all other locations excluding City Hall.

Each of these two (2) Stewards shall have an alternate who shall act in his absence. One

(1) Chief Steward shall be chosen from among the two (2) Stewards.

8.2 The Stewards shall process grievances during the half hour at the beginning or ending of the shift.

8.3 A Steward, having an individual grievance in connection with his own work, may ask the Chief Steward to assist him in adjusting the grievance with his supervisor.

8.4 There shall be a Grievance Committee consisting of the Local Union President, Vice President and the Chief Steward.

ARTICLE IX

DISCIPLINE

9.1 Except as otherwise provided herein, in the case of all discipline, the employee shall have the right to have his Steward present. An employee who is suspended or discharged shall be given written notice with a copy to the Union stating the reason for the disciplinary action within five (5) working days, excluding weekends and holidays, of its occurrence. Disciplinary action, except as otherwise provided herein, may be appealed by the Union through the Grievance Procedure commencing at Step 2 of the Procedure. An employee, with respect to his personnel file, shall be entitled to avail himself of the provisions contained in Chapter 1347 of the Ohio Revised Code. With regard to discipline and all other personnel matters, there shall be only one (1) official personnel file for each employee, which shall be kept at City Hall.

ARTICLE X

GRIEVANCE PROCEDURE

10.1 It is mutually agreed that the prompt presentation, adjustment and/or answering of grievances furthers the objective of good relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the Union and the City to protect and

preserve the Grievance Procedure as the orderly means of resolving grievances. Actions by the Union or the City which tend to impair or weaken the Grievance Procedure are improper.

10.2 A grievance is a dispute regarding the application or interpretation of an express term contained in this Agreement or a dispute concerning the disciplining of an employee, including discharge. The following procedure shall govern the disposition of a grievance.

Step 1. An employee who has a grievance shall have his Union Steward submit such grievance in writing to the employee's immediate supervisor within five (5) working days after the employee has or should have had knowledge of the event upon which his grievance is based. The immediate supervisor shall meet with the Steward within five (5) working days after receipt of the grievance to attempt to resolve the dispute. The Union may bring the grievant into this meeting with the immediate supervisor. The immediate supervisor shall give his written answer to the Steward within five (5) working days after the meeting;

Step 2. If the employee's grievance is not settled at Step 1, the Union may appeal the grievance in writing to the employee's Department Director within five (5) working days after receipt of the Step 1 answer. The Department Director shall meet with the Local President, the grievant and the Steward within five (5) working days after the appeal has been filed to attempt to resolve the grievance. Five (5) working days after the Step 2 meeting, the Department Director shall give a written answer to the Local Union President;

Step 3. If the grievance is not satisfactorily settled at Step 2, the Union may appeal the grievance in writing to the Mayor or his designee within five (5) working days after receipt of the Step 2 answer. The Mayor or his designee, the

Local Union President, the grievant, the Steward and the Regional Director of Ohio Council 8 and/or his designee shall meet within seven (7) working days after the appeal of the Step 2 answer to attempt to resolve the grievance. Within five (5) working days after the Step 3 meeting, the Mayor or his designee shall give a written answer to the Ohio Council 8 representative with a copy to the Local Union President; and,

Step 4. If the grievance is not satisfactorily settled at Step 3, the Union shall give, within thirty (30) working days after receipt of the Step 3 answer, the City written notice of its intent to appeal the grievance to arbitration. The City and the Union shall meet to select an arbitrator from the following panel of arbitrators: Nels Nelson, James Mancini, David Pincus and Robert Stein. The fees and expenses of the arbitrators shall be borne equally by the parties. The City and the Union shall pay the cost of their own witnesses and presentation. No grievant or employee serving as a witness shall lose any wages because he attended an arbitration.

10.3 In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined above. In reaching his decision, the arbitrator shall have no authority to add to or subtract from or modify in any manner any of the provisions of this Agreement.

10.4 All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding on the City, the Union and the employee. A grievance may be withdrawn by the Union at any time during Steps 1, 2 or 3 of the

Grievance Procedure. If the grievance is not appealed to the next higher Step in the Grievance Procedure, it will be deemed to be settled on the basis of the City's last answer.

10.5 The time limits set forth in the Grievance Procedure shall be binding on both parties, unless extended by mutual written agreement of the City and the Union. Working days as provided in the Grievance Procedure shall not include Saturdays, Sundays or Holidays.

ARTICLE XI

PROBATIONARY PERIOD

11.1 New employees shall be considered to be on probation for a period of one (1) year, and the City reserves the right to discharge employees within the probationary period for any reason without appeal, and the employee cannot resort to the Grievance Procedure for any discipline or discharge, except for discrimination charges as defined in Article V. Provided, however, that the Union may take an allegation by a probationary employee of a strictly contractual grievance through the Grievance Procedure.

11.2 If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to provisions of Section 11.1.

11.3 Seniority shall be an employee's uninterrupted length of continuous service with the City. An employee shall have no seniority for the probationary period provided in Section 11.1 but, upon completion of the probationary period, seniority shall be retroactive to the date of hire.

11.4 The City shall provide the Union with a copy of the seniority lists, and these lists shall be updated every year. The seniority lists shall be made up by classifications and shall contain, in order of seniority, the name, department, and the date of hire of each employee.

Seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for just and proper cause;
- (c) Is laid off for a period equal to the amount of seniority the employee had on the date of layoff, but in no case shall it exceed 24 months.
- (d) Is receiving workers' compensation benefits or is on any other type of leave of absence in excess of one (1) year unless the City in its discretion agrees to a longer period;
- (e) Fails to confirm his intention of returning to work within three (3) calendar days and fails to return to work within fourteen (14) calendar days, from the date on which the City sends the employee notice by registered mail (to the employee's last known address as shown on the City's records); and,

11.5 The City shall furnish the Union with a letter showing name, department and date of action taken regarding bargaining unit employees who were promoted, terminated or resigned, whenever it occurs.

ARTICLE XII

HOURS OF WORK

12.1 The normal work hours for regular full-time employees shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day, exclusive of the time allotted for meals during the period starting 12:01 A.M. Monday to Midnight Sunday.

12.2 All employees shall be allowed thirty (30) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules between the City and Union.

12.3 There shall be two (2) fifteen (15) minute non-cumulative rest periods for each eight (8) hour work day. The rest periods, to the extent practicable, will be scheduled two (2) hours preceding and two (2) hours after the lunch period of each eight (8) hour shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift.

ARTICLE XIII

OVERTIME - PREMIUM PAY - COMPENSATORY TIME

13.1 All full-time employees shall be entitled to receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in a given week or in excess of eight (8) consecutive hours in any one day with the following conditions and exceptions:

- (a) For the purpose of computing overtime pay, holidays and vacation days shall be counted as hours and days worked for full-time employees;
- (b) Full-time Employees shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked on a Saturday, Sunday and Holidays in addition to their regular holiday pay; and,
- (c) All full-time All employees shall be entitled to receive double their regular rate of pay for working Christmas Day, New Year's Day or Thanksgiving Day, in addition to their regular holiday pay. (Moved from old section 13.2)
- (d) Part-time employees shall be entitled to receive time and one-half (1 ½) their regular rate of pay for all hours worked in excess of forty (40) hours in a given week. Holiday hours paid shall count as hours worked for overtime calculations under this subsection.

13.2 Full-time employees shall have an option of accumulating and/or maintaining, up to a maximum of forty (40) hours of compensatory time. Compensatory time may be used with mutual agreement, subject to the operational needs of the City and upon 48 hours prior notice to the supervisor unless the supervisor permits a shorter notice period. Compensatory time shall be credited on a time and one half or double time basis, whichever is applicable.

ARTICLE XIV

EQUALIZATION OF OVERTIME

14.1 The City shall be the sole judge of the necessity of overtime. When overtime is required, an employee shall have the right to refuse an overtime assignment or be unavailable for work.

If an employee is on sick leave during the period 12:01 a.m. Monday to 11:59 p.m. Friday, he shall not be called for overtime. For purposes of this paragraph, an emergency is defined as any impairment to City services or operations, the remedy of which cannot be delayed until the beginning of the next regular work day. The declaration of an emergency shall be in the sole discretion of the City. An employee who refuses overtime in an emergency situation may be subject to disciplinary action.

14.2 The City agrees that insofar as practicable, overtime will be equally distributed and rotated among employees within each department, within each classification. Employees who are offered overtime and for any reason refuse or fail to work such overtime, shall be credited as if they had worked same. If all employees within a department or classification are unable or refuse overtime work within that department or classification, the City shall equally distribute and rotate said overtime among those employees outside the department or classification who are able to perform the work in question. No employee shall be eligible for overtime on any day in which such individual is on paid or unpaid sick leave, bereavement leave, military leave, jury duty or witness duty, or union leave for the entire day or part of the day if the employee is on the leave at the end of the regular work shift. An employee utilizing any of the aforementioned leaves on a Friday shall be eligible for overtime during the weekend immediately following said Friday. In addition, no employee shall be eligible for overtime on any day in which such individual is on vacation leave for the entire day or any part thereof. If an employee's vacation leave begins on a Monday and ends on a Friday, such employee shall not be eligible for overtime during the weekend immediately following the Friday.

14.3 An employee who has been inadvertently bypassed for overtime shall be entitled to be called first for the next available overtime. Under no circumstances shall an employee receive pay when inadvertently passed over for overtime.

14.4 Overtime records shall be maintained by the Directors of each department for their respective employees. The Employer shall post overtime orders, and the Union will have the right to review overtime records. For the Service Department, the foreman shall maintain the overtime records of his/her employees and post such records on the Bulletin Board in the Service Garage. This posting shall be updated the morning after each instance of overtime.

ARTICLE XV

LEAVES

15.1 GENERAL PROVISION

15.11 The leaves of absence (and any extensions thereof) provided for in this Article must be applied for in writing to the employee's department director. An employee will be notified in writing within three (3) working days from the date the application was made of the approval or disapproval of any leave of absence. In no event shall any leave provided for in this Article extend beyond one (1) year.

15.12 An employee may upon request return to work prior to the expiration of any leave of absence provided such early return is agreed to by the City.

15.13 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied, provided he is able to perform the work. If he is unable to perform the work, the City shall place the employee in an existing classification in which he is able to perform the work, in accordance with the seniority provisions contained in this Agreement. However, if no opening exists which the employee can perform, his

employment with the City may be discontinued, which decision shall be at the discretion of the City.

15.2 BEREAVEMENT LEAVE

15.21 (a) An employee shall be granted a leave of absence with pay in the event of the death of his/her mother, father, step-parents, spouse, child, step-children, brother or sister, step-brother or step-sister, for a period not to exceed five (5) days for each death, including travel time within the State of Ohio.

(b) An employee shall be granted a leave of absence with pay in the event of the death of his grandparents, spouses grandparents, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law. An employee may be absent himself for this purpose for a period not to exceed three (3) days for each death, including travel time within the State of Ohio, and five (5) work days for each death including travel time outside the State of Ohio. In the event of the death of a relative living at the home of the employee, other than those listed, said employee will be granted a leave of absence with pay, of one (1) day, to attend the funeral.

15.3 MILITARY LEAVE

15.31 An employee shall be granted a leave of absence for military duty in accordance with state and federal law.

15.4 JURY AND WITNESS DUTY

15.41 An employee called for jury duty or subpoenaed as a witness will be granted a leave of absence for the period of the jury or witness service, and will be compensated for the difference between his regular pay and jury or witness pay for work absences necessarily caused by the jury or witness duty.

15.5 UNPAID SICK LEAVE

15.51 An employee, having completed his probationary period, may be granted a leave of absence without pay or benefits, only with approval of the City, for a period not to exceed six (6) months because of personal illness, injury or disability, including pregnancy, upon the employee's request and supported by medical evidence. However, the employee will receive fully paid medical benefits during the first three (3) months of leave. Thereafter, the employee shall receive fifty percent (50%) of health care premium for up to an additional three (3) months. If the illness, injury or disability continues beyond six (6) months, additional sick leave may be granted by the City upon request of the employee. The City agrees to provide forms for the implementation of this provision.

15.6 PAID SICK LEAVE

15.61 An employee who has completed six (6) months of service or more shall be granted sick leave with pay for personal illness or injury, including pregnancy, as follows:

15.611 Paid sick leave shall be earned and accumulated at the rate of one and one-fourth (1-1/4) days for each month worked. Part-time employees shall earn sick leave at a rate of 4.6 hours for every 80 hours worked. Sick leave shall not be earned when an employee is using sick leave benefits in excess of ninety (90) consecutive days;

15.612 Pay for the sick leave shall be at the employee's regular straight-time hourly rate (or portion thereof if absent for less than a full day);

15.613 Any unused accumulated sick leave shall be paid at one-half (1/2) its value either to the employee or his estate in event of his premature death, permanent disability or upon retirement;

15.614 An employee who is absent on sick leave for over three (3) or more consecutive work days shall be required to present a doctor's certificate in order to receive paid sick leave;

15.615 An employee, upon his own initiative, may request a report of his sick leave accumulation;

15.616 An employee whom the City believes is abusing his sick leave shall be given a letter stating the reasons therefor and shall be informed that thereafter he must bring in a signed statement from his physician to justify the use of paid sick leave. The City agrees to review its position once every six (6) months;

15.617 An employee who has received a sick abuse letter will not be allowed to return to work without presenting a doctor's certificate; and,

15.618 An employee who is out of work on unpaid sick leave because he has exhausted his paid sick leave shall not be allowed to return to work without a doctor's certificate.

15.62 Previously accrued sick leave from any other public employment (outside of the City of Garfield Heights) shall not be considered for sick leave accrual purposes.

15.7 UNION LEAVE

15.71 At the request of the Union, a leave of absence with pay shall be granted for up to two (2) days to an employee required to attend a Union convention on behalf of the Union, necessitating a suspension of active employment.

15.8 WORKERS' COMPENSATION LEAVE

15.81 The maximum permissible leave for an employee absent from work receiving workers' compensation benefits or having sustained a work-related injury is one (1)

year. If the employee is unable to return to work at the end of that period, his employment with the City may be discontinued, which decision shall be at the discretion of the City. During this leave, the employee will not receive or accumulate any benefits, including, but not limited to, sick leave, holidays and vacation. However, the employee will receive medical benefits for one (1) year.

15.82 An employee absent from work because of a work- related injury, will be returned to work, upon proper medical documentation, if there is bargaining unit work available that such employee can reasonably perform. If the employee is not able to perform the duties of his prior position and no other bargaining unit position is open which the employee can perform, his employment with the City may be discontinued.

In the event of a dispute as to whether the employee is able to perform either his/her current job or another job the parties shall choose a third physician, who is licensed in occupational medicine to make a final determination as to fitness for work.

15.9 Family and Medical Leave Act Leave

The parties agree to comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA). The parties further agree that the Employer reserves the right to develop policies in order to implement the FMLA, and that such policies shall not conflict with any terms and conditions of this Agreement. All leaves shall run, where applicable, concurrently with FMLA leave.

ARTICLE XVI

LAYOFFS

16.1 GENERAL

16.11 Whenever it is necessary for the City to reduce its forces, the employee shall be laid off in the following order:

1. Temporary, seasonal and casual employees;
2. Employees who have not completed their probationary period;
3. Part-time employees;
4. Full-time employees

16.12 While bargaining unit employees are on layoff, work normally performed by bargaining unit employees will not be done by any other employees.

16.13 All employees shall be laid off on the basis of bargaining unit seniority within their classification within the categories enumerated above. If the bargaining unit seniority of two (2) or more are equal, the employees shall be laid off alphabetically, "Z" to "A."

16.14 In the event an employee cannot hold in his present classification, he shall have the right to "bump" an employee with lesser bargaining unit seniority in an equal or lower-rated classification. An employee who has been bumped from his classification shall be afforded the same rights to "bump" an employee with lesser bargaining unit seniority in an equal or lower-rated classification. In either case, the employee must be able to perform the work of the position he seeks. For purposes of this article, bargaining unit seniority shall be an employee's uninterrupted length of continuous service in any bargaining unit classification(s).

16.15 It shall be at the option of the employee as to whether he shall exercise his seniority rights to "bump" into an equal or lower-rated classification or take a direct layoff from the City.

16.16 Employees shall be given a minimum of two (2) weeks' advance written notice of layoff, indicating the circumstances which made the layoff necessary, except in cases of emergency.

16.17 In the event an employee is laid off, he shall receive payment for any earned but unused vacation as quickly as possible, but no later than fourteen (14) calendar days after layoff.

16.2 RECALL FROM LAYOFF

16.21 All employees shall be recalled to their classification in the reverse order of their layoff. An employee on layoff shall confirm his intention of returning to work with the City within three (3) calendar days of receiving notice; however, an employee must return to work within fourteen (14) calendar days of the date on which the City sends a recall notice to the employee by certified mail to his last known address as shown on the City's records.

ARTICLE XVII

PROMOTIONS - JOB BIDDING

17.1 When a vacancy occurs, or a new job is created, the City shall post a notice of the opening for five (5) consecutive work days on the bulletin boards in the Departments in the bargaining unit. The notice shall contain the job classification, title, rate of pay and brief job description. Employees who wish to be considered for the posted job must file a written application with their Department Director no later than the end of the posting period. Employees within the Department in which the vacancy or opening occurs will be given preference.

17.2 All timely filed applications shall be reviewed by the City, and the job shall be awarded within five (5) working days after the end of the posting period. The job shall be awarded on the basis of seniority, experience, skill and ability to perform the work in question. If the skill, ability and experience of two (2) or more employees are substantially equal, seniority shall govern. The City shall be the judge of ability, skill and experience. In the event the City cannot fill the vacancy with a current employee, individuals not employed by the City will be

considered. The hiring of individuals not employed by the City shall be at the sole discretion of the Mayor.

17.3 An employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed thirty (30) working days to qualify for the position. Upon mutual agreement of the parties an additional thirty (30) working day period may be granted. He will be considered to have qualified on the new job in the judgment of the City when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to quality and quantity of work meets the standard applicable to the job. If he fails to qualify, he shall be returned to his former job.

17.4 An employee awarded a job under these provisions shall receive the minimum starting rate of the new classification or a one-step increase over his present rate, whichever is higher.

17.5 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period.

ARTICLE XVIII

TEMPORARY TRANSFERS

18.1 When the City transfers an employee from one classification to another classification because there is a need in that classification, such transfer shall not exceed thirty (30) days, except:

18.11 To fill a vacancy caused by an employee being on sick leave or other approved leave of absence;

18.12 To provide vacation relief scheduling; and

18.13 To meet an emergency.

18.2 When the City transfers an employee from one classification to another classification, his rate of pay shall be as follows:

18.21 If the rate of pay for such other classification is lower than his regular rate, he shall receive his regular rate; and,

18.22 If the rate of pay for such other classification is higher than his regular rate, he shall receive the next higher rate within the classification the employee has been temporarily transferred to, over his present rate.

18.3 The City will not rotate temporary transfers in order to deprive an employee of the opportunity to qualify for a higher rate of pay under the above provisions; and

18.4 All temporary transfers shall be by seniority, first from within the department the temporary transfer is needed, if the employee is otherwise qualified in the opinion of the City. Employees with the same seniority date shall be rotated with regard to temporary transfers.

ARTICLE XIX

VACATIONS

19.1 All regular full-time employees shall be granted the following vacation leave with full pay based upon their length of service as follows:

<u>Years of Employment</u>	<u>Weeks of Vacation</u>
After 1 year of full-time service	2 weeks
After 5 years of full-time service	3 weeks
After 10 years of full-time service	4 weeks
After 15 years of full-time service	5 weeks
After 20 years of full-time service	6 weeks

(Vacation allowances are yearly and shall not be cumulative).

19.2 An employee shall become eligible for vacation leave on his anniversary date and vacation leave shall be taken by the employee within the anniversary year.

19.3 If an employee is terminated (voluntarily or involuntarily) or retires prior to taking his vacation, he shall receive the prorated portion of any fully earned, but unused vacation leave at the time of separation. In case of death of an employee, the unused vacation leave shall be paid to the estate.

19.4 If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday either at the beginning or end of his vacation.

19.5 Employees who are eligible and who have earned vacation may take their vacation during the anniversary year applicable. During the first quarter of each calendar year, employees will be given an opportunity to indicate their vacation leave preference. Vacations shall be governed by the following procedure:

19.51 Vacation days are not cumulative and must be used during the anniversary year;

19.52 In determining choice of vacation, City seniority shall govern;

19.53 A vacation schedule will be posted by the City during the first quarter of each calendar year. Once the vacation schedule is posted, an employee will have ten (10) working days to record vacation choice(s). If an employee does not request vacation during this ten (10) day period, he/she will not be eligible to pick vacation until all other employees have had an opportunity to choose vacation. Further, employees shall be granted the flexibility to change vacation picks as a result of unforeseen circumstances;

19.54 The City, in preparing a vacation schedule as above noted, must also consider the number of employees within each classification and the total work force. In all

cases of conflict, the employee with the most City seniority shall be granted the vacation. During the months of May through September (excluding the week before and after home days) the City shall grant a minimum of three (3) drivers off on vacation during the same week. During October through April, the City shall grant a minimum of two (2) drivers off on vacation during the same week. A minimum of two (2) laborers shall be granted vacation during the same week, at anytime throughout the year;

19.55 Employees entitled to use their vacation leave in day increments shall be entitled to continue doing so pursuant to past practice; and

19.56 Employees in the Service garage who have three (3) or more weeks' vacation per year shall be entitled to use two (2) weeks of vacation in day increments, subject to the City's operational needs. While requests to use vacation in day increments shall not be denied arbitrarily, the denial of specific days requested is not grievable. When these employees request leave in day increments, they shall do so either during the annual first quarter vacation pick or at least 72 hours prior to the days they are requesting, unless the City, in its discretion, allows shorter notice. Where employees pick a particular vacation week and an employee picks a day or days of vacation during that week and operational needs do not allow all of them to be off, the employees picking the whole week shall have priority.

19.6 Previously accrued vacation leave from any other public employment (outside of the City of Garfield Heights) shall not be considered for vacation leave accrual purposes.

19.7 Vacation Buyback. Employees, upon advising the City no later than March of each year, may reserve up to three (3) weeks of vacation for the purposes of cashing in such vacation time. Once an employee designates the amount of vacation buyback, such time cannot

be increased. Employees will receive the applicable rate upon cash-in. Such vacation buyback payment will be made in the month of December before Christmas.

ARTICLE XX

HOLIDAYS

20.1 All regular full-time employees shall be entitled to the following paid holidays:

- | | |
|------------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Martin Luther King Day | Day after Thanksgiving |
| Veterans' Day | Christmas Eve |
| Presidents' Day | Christmas Day |
| Memorial Day | New Year's Eve |
| Independence Day | Personal Days - 2 |
| Labor Day | |
| Columbus Day | |

20.2 Part-time employees shall be entitled to holiday pay at their regular rate of pay for any holiday which falls on a date which is a regularly scheduled day of work for the part-time employee. The part-time employee shall be paid the number of hours normally scheduled for the day that falls on a holiday.

20.3 To be eligible for holiday pay, a full-time-or part-time employee must work his last scheduled full work day prior to said holiday and his first scheduled full work day following said holiday unless excused because of a bona fide illness, injury, funeral leave or jury duty. Personal days may be used adjoining vacation or holiday so long as they are requested at the time of vacation picks. Personal days may be used at other times on a 24-hour notice. Further, only two (2) employees in the Service Department may be off on personal days at a time.

ARTICLE XXI

CALL-IN PAY

21.1 An employee who is called in to work at a time when he is not regularly scheduled to work shall receive a minimum of two (2) hours of work or two (2) hours pay at the

applicable rate of pay.

ARTICLE XXII

NEW JOBS

22.1 If substantial changes in the method of operation, tools, or equipment of a job occur, or if a new job is established which has not been previously classified, the City shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the City and the Union are unable to reach an agreement on the issue, the City shall, in writing, establish a temporary rate and classification, and will promptly notify the Union in writing. Thereafter, the Union can file a grievance at Step 2 of the Grievance Procedure. The arbitrator shall have the authority to establish a new rate and classification or place the job in an existing classification. Any award of the arbitrator shall be retroactive to the date the City placed the rate into effect. Any rate and classification mutually agreed to by the City and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto.

ARTICLE XXIII

HOSPITALIZATION

23.1 The City will provide and pay the full premium on behalf of each employee, at his election, for single or family hospitalization and medical service coverage under Medical Mutual, or its equivalent. Provided, however, the City will pay no more for any other insurance than what it pays for Medical Mutual. Consequently, employees having other insurance plans shall pay the difference between Medical Mutual and their plan. All employees shall have a deduction pre tax (IRS 125) of One Hundred and Forty Dollars \$140.00 per month for healthcare coverage under a family medical plan and Seventy Dollars (\$70.00) per month for a single medical plan. Said amounts shall be deducted from each employees' gross pay. Any employee

opting out of health insurance coverage will not be required to make monthly contributions as listed above and will be compensated \$65.00 if opting out of family coverage and \$26.00 if opting out of single coverage, for each month the insurance is discounted and the employee is not covered by any City Health insurance plan. (AFSCME Care plan benefits will remain in place in accordance with Article XXIV-Health & Welfare).

23.2 Permanent part-time employees who work 30 hours a week or more shall receive and be entitled to the benefits set forth in paragraph 23.1 above.

23.3 The Summary Plan Description is attached to this Agreement as Exhibit C.

ARTICLE XXIV

HEALTH & WELFARE

24.1 Effective upon execution of the Contract, the Employer shall contribute \$231.40 per month to the Ohio AFSCME Care Plan for each employee who is covered by this Agreement for the purpose of providing the following benefits:

Employee Assistance Program III	\$ 1.40
Dental Level IV	\$ 60.00
Life Insurance I	\$ 7.50
Vision Level II	\$ 12.00
Hearing Aid	\$ 0.50
Prescription Drug Card	\$150.00
Total	\$231.40

ARTICLE XXV

SUPERVISORY WORK
(FOR SERVICE DEPARTMENT ONLY)

25.1 Work customarily performed by employees within the bargaining unit shall not be performed by supervisors, except for purposes of instructing or demonstrating the proper methods and procedures of performing work operations to employees within the bargaining unit, or in cases of emergency. The City shall be the judge of an emergency.

ARTICLE XXVI

SHIFT PREMIUM
(FOR SERVICE DEPARTMENT ONLY)

26.1 Employees who work four (4) hours or more as part of a regular shift assignment between the hours of 6:00 P.M. and 6:00 A.M. shall receive a shift premium of ten percent (10%) of regular hourly rate for all hours worked.

ARTICLE XXVII

MINIMUM CREW SIZE
(FOR SERVICE DEPARTMENT ONLY)

27.1 Flexibility as to crew sizes is not to result in excessive work burdens or unsafe work practices.

27.2 In the event the City purchases new equipment, which due to design and technology may require less employees, the City shall notify the Union that it wishes to negotiate modifications to this provision, and the parties shall meet within two (2) weeks of said notification. In the event the matter is not settled within thirty (30) days of the initial meeting, the dispute will be submitted to arbitration under Article X of this Agreement, and the arbitrator shall have the power to decide on the number of employees to be assigned after hearing the arguments of the City and the Union.

ARTICLE XXVIII

SAFETY OF EMPLOYEES

28.1 The City shall provide and be responsible for all reasonable and necessary tools and equipment for the proper discharge of employees' duties, except personal mechanic tools. The City will provide an annual Two Hundred Fifty Dollar (\$250.00) tool allowance through a requisition slip. Employees will have an individual "account" for such allowance. However, balances will not be carried over from year to year. In order to receive reimbursement, a covered

employee must submit receipts to the appropriate Department Director. Reimbursement will be provided on a quarterly basis. Employees shall be required to use reasonable care in the use of tools and equipment. The intentional misuse of tools and equipment will subject the employee to disciplinary action. The City also agrees to provide proper safety equipment for the employees on all jobs. Such safety equipment must be utilized by the employees.

28.2 The City and Union hereby agree to establish a Safety Committee, which shall consist of eight (8) members, four (4) to be chosen by the Mayor and four (4) to be chosen by the Local Union President. The Committee will meet on a quarterly basis at the request of either the City or the Union.

28.3 All sewer employees, including those on the call-out list or anyone else who serves as a sewer employee, shall be eligible, upon request, to receive Hepatitis B shots.

ARTICLE XXIX

UNIFORMS

29.1 The City shall continue its policy of providing certain employees with uniforms. Upon request of the Local Union President, the City agrees to schedule a meeting with a representative from the company providing the uniform service to discuss the service being provided. The President and Vice-President shall be allowed to attend said meeting during working hours.

29.11 New uniforms will be provided annually.

29.12 The City shall provide each employee in the Service, Maintenance and Recreation Departments with eleven (11) uniform changes every two (2) weeks.

29.13 The City will no longer provide raincoats, vests, safety glasses, boots, hats or gloves of any kind for employees, but will instead provide non-clerical employees with

a \$400.00 stipend. Failure to have and wear proper outdoor clothing, safety apparel and gloves will subject employees to discipline.

29.14 The City of Garfield Heights shall provide Building Inspectors and Bus Drivers with five (5) uniform shirts and one (1) windbreaker jacket which clearly identifies the employee as an employee of the City of Garfield Heights (at no cost to the employee). Employees may purchase additional shirts and jackets at their own expense. All Building Inspectors and Bus Drivers shall wear the appropriate shirt and/or windbreaker at all times during working hours and employees shall be subject to discipline for failure to wear the uniform as described above.

29.2 It shall be mandatory that the aforesated uniforms and outer wear be worn by these employees during the performance of their duties.

ARTICLE XXX

LONGEVITY SCHEDULE

30.1 The City will pay employees in accordance with the following Longevity Schedule for their years of full-time, continuous service to the City:

Years of Service

5 to 10 years	\$1,165.00 per annum
10 to 15 years	\$1,215.00 per annum
15 to 20 years	\$1,265.00 per annum
20 years to retirement	\$1,315.00 per annum

ARTICLE XXXI

LATERAL TRANSFER

31.1 An employee may exercise his job classification seniority for the purpose of transferring within the same work location or to another work location within the same classification when an opening occurs; provided he is qualified to do the work. An employee

can only laterally transfer within his own Department. An employee who desires such a transfer must apply in writing to his Director. Such an application must be made on forms provided by the City with a copy to the employee. In such cases, the employee's preference shall supersede the provisions of Article XVII of this Agreement.

ARTICLE XXXII

SUBSTANCE ABUSE POLICY

32.1 GENERAL POLICY

The City, its management and its employees all have a vital interest in maintaining a safe and productive work environment. Employees who work while under the influence of drugs or alcohol pose a serious safety and health hazard to themselves, their co-workers, and third parties. In addition, drug or alcohol abuse leads to higher turnover, absenteeism and significantly interferes with and impedes the City's efficient operations.

The City's growth and future depend upon the physical and psychological health of its employees. Accordingly, the City, working with its employees, intends to maintain a safe, healthful and efficient work environment for all of its employees.

With these objectives in mind, the City has developed the following policy and procedures on alcohol and drug abuse:

32.11 ALCOHOL

The possession, sale, purchase or use of alcohol in a City facility or while on City time is prohibited. In addition, employees may not report to work or be on City time or on City premises while under the influence of alcohol.

32.12 LEGAL DRUGS

Employees may not use or have traceable in their body any legal drug while on City time or while in a City facility to the extent said drug may adversely affect the

employee's safety or job performance or the safety or job performance of others. It is the responsibility of the employee to insure that he does not violate this requirement. An employee will not avoid discipline under this policy by producing a prescription or otherwise disclosing his use of the legal drug after being selected for drug testing. However, an employee will not be subject to discipline for traceable legal drugs if: (i) when requested by the City, he provides a current statement from his physician certifying that he is fit for duty; and (ii) he is not consuming such legal drugs in a manner contrary to the prescription, the drug's label or his physician's advice.

32.13 ILLEGAL DRUGS

The possession, sale, purchase or use of any illegal drug while on the City's premises or while on City time is prohibited. Employees may not report to work or be on City time or on City premises with an illegal drug traceable in their systems.

32.14 Any employee who violates this policy may be discharged.

32.2 DEFINITIONS

For purposes of this drug and alcohol abuse policy, the following terms shall have the following meanings:

32.21 "City premises" shall include, without limitations, City Hall, the Service Garage, and all other property owned or leased by the City.

32.22 "City time" shall include all time during which an employee is on City premises or performing work for the benefit of the City.

32.23 "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.

32.24 "Illegal drug" means any controlled substance the possession or sale of which is prohibited by law.

32.25 "Under the influence of alcohol" means that the employee has a blood alcohol level of at least .08% or above or otherwise exhibits behavior demonstrating that his ability to perform his job duties has been impaired by alcohol. The blood alcohol level set forth in this section shall be adjusted in accordance with any changes in the blood alcohol level set forth in Section 4511.19 of the Ohio Revised Code.

32.26 "Traceable in the employee's system" means that the result of a laboratory's analysis of the employee's urine or blood specimen is positive for the tested substance.

32.3 PROCEDURES

32.31 TESTING

32.311 The City may relieve an employee of duty and require the employee to provide both urine and/or blood specimens for laboratory testing or to take a Breathalyzer test, at a hospital or medical clinic of the City's choice, if:

32.3111 The City has "reasonable suspicion" to believe that the employee is under the influence of alcohol or a legal or illegal drug. For purposes of this policy, "reasonable suspicion" shall mean suspicion based on specific personal observations that a City supervisor can describe concerning the employee's appearance, behavior, speech, breath, body odor, or other physical indicia of possible drug and/or alcohol use. Such suspicion also may be based upon the observation of behavioral or work performance changes which raises an inference of drug and/or alcohol use or,

32.3112 The employee is involved in a work-related accident which a City supervisor concludes may have been caused by the employee, including, but not limited to, accidents which result in bodily injury or damage to City leased or owned property under circumstances giving rise to a question of whether that employee's behavior, actions or judgment was impaired at the time of the accident. Such circumstances include, but are not limited to: single vehicle accidents; vehicles striking fixed objects; accidents where the operator of the vehicle is cited for violation of law and workplace accidents where the employee, by his action or inaction, appears to have violated work safety rules or to have otherwise contributed to the accident.

32.32 If possible, the City supervisor who made a referral for drug or alcohol testing shall, before the end of the shift, complete and sign an "observation checklist" setting forth the facts upon which such City supervisor relied in making the referral for drug or alcohol testing. A copy of the "observation checklist" shall be provided upon request to the subject employee.

32.33 The employee has the right to union representation prior to referral for drug or alcohol testing assuming that a Union representative is immediately available. The Union may designate names of members solely for the purpose of representation prior to referral for drug or alcohol testing. The non-availability of Union representation shall not operate to delay the referral for testing.

32.34 Specimen collection will occur in a medical setting and the procedures shall not demean, embarrass or cause physical discomfort to the employee.

32.35 The determination of whether or not there is sufficient reason to require a laboratory test shall be solely within the discretion of the City.

32.36 As concerns urine samples for drug testing, employees will undergo an initial screening (EMIT) test. For any positive results, a confirmation test, including, but not limited to, the gas chromatography/mass spectrometry (GC/MS) test will be used. The City will ensure that there is a continuous chain of custody of any sample taken from an employee.

32.4 CONSENT

If requested by the appropriate medical personnel, the employee shall sign a consent form authorizing the hospital or clinic to withdraw a specimen of blood and/or urine, or to conduct a Breathalyzer test, and release the results of the laboratory testing to the City.

32.41 REFUSAL TO PROVIDE SPECIMEN OR CONSENT

Any employee who refuses to provide a urine or blood specimen, or to take a Breathalyzer test, where the City may request such a urine or blood specimen or Breathalyzer test under this policy, or who refuses to sign a consent form, shall be discharged.

32.42 CONFIDENTIALITY

The results of any blood or urine analysis or Breathalyzer tests shall be kept strictly confidential among the employee, the hospital or clinic, and the City. However, the City may use the results to decide upon any action to be taken towards an employee, or to the extent necessary, to defend its actions in subsequent grievance, arbitration or legal or other proceedings.

32.5 TREATMENT

The City, in its sole discretion, may require any employee who violates this Policy as a condition of employment and in lieu of discharge, to submit to and pass a urinalysis or blood test within six weeks after the date on which the City determines that the employee violated the Policy. In addition, the City may require the employee to undergo alcohol or drug rehabilitative treatment at the facility recommended by the City. To the extent such treatment or counseling is not paid for by the employee's health insurance plan, it shall be at the employee's expense. The City may discharge any employee who fails or refuses to submit to urinalysis or a blood test or undergo rehabilitative treatment.

ARTICLE XXXIII

WAGES

All steps of each classification will be increased as follows:

Effective January 1, 2013 2.0%

Between October 1, 2013 and November 1, 2013, the Union may serve written notice upon the City to reopen this agreement for the sole purpose of negotiating wage rates for the period between January 1, 2014, and December 31, 2014.

Between October 1, 2014 and November 1, 2014, the Union may serve written notice upon the City to reopen this agreement for the sole purpose of negotiating wage rates for the period between January 1, 2015, and December 31, 2015.

33.1 All employees shall be paid every other Friday. Each pay period will end the Sunday before payday.

33.2 All employees shall receive wages in accordance with the Hourly Rate Schedules set forth in Exhibits A and B for all hours worked.

33.3 All employees shall receive their paychecks through a "direct deposit" system.

ARTICLE XXXIV

SUBCONTRACTING

34.1 The City shall meet and confer with the Union prior to subcontracting out work that is presently being performed by employees in the bargaining unit. The Union shall be afforded an opportunity to present its views on the proposed subcontracting. If the City does contract out such work and such contract would, except for this paragraph, otherwise lead to the layoff of an affected employee, said employee shall be retained by the City and reassigned or offered employment with the subcontractor. If the affected employee is offered employment with the subcontractor and refuses, said employee shall be subject to layoff. This paragraph will be administered in harmony with the provisions contained in Article XVI of this Agreement.

ARTICLE XXXV

PERFECT ATTENDANCE BONUS

35.1 An employee who completes one year with perfect attendance (less than one day absent for any reason) shall be eligible to receive a bonus of Five Hundred Dollars (\$500.00). Said bonus shall be computed on a calendar year basis from December 1st to November 30th. The bonus shall be paid to the employee by the second pay period in December. For the purpose of this paragraph, vacations, holidays, funeral leave, military leave, jury/witness leave and union leave shall not be counted as days absent. Unpaid personal leave, sick leave and sick leave without pay shall be counted as days absent. Tardiness or partial use of sick leave, as long as it does not add up to eight (8) hours in one (1) year, as defined above, shall not affect the employee's eligibility for the bonus. New employees who begin employment after December 1st of any year shall receive the bonus on a prorated basis provided they meet the eligibility requirements. New employees who are on probation as of November 30th of any year shall not be eligible for the bonus for that year.

ARTICLE XXXVI

DEFERRED FEDERAL AND STATE INCOME TAX PAYMENTS ON EMPLOYEES' PENSION CONTRIBUTIONS

36.1 For all employees who are members of the bargaining unit, as defined in Section 2.4 of this Agreement, and who are required to make contributions to the State of Ohio Public Employees Retirement System ("PERS") pursuant to the Ohio Revised Code, the contribution required to be made by each said employee to PERS as an employee contribution shall be paid by the City on behalf of the employee in lieu of contribution by the employee.

36.2 The City shall incur no additional payroll cost, including PERS contributions, under Section 36.1 of this Article. No employee's total compensation otherwise payable under this Agreement shall be increased. Each employee's compensation shall consist of two parts: a "cash salary" and a "deferred amount." Each employee's "cash salary" shall be the total compensation payable by the City to each said employee in any pay period reduced by the amount payable by the City to PERS on behalf of each said employee under Section 36.1 of this Article. Each employee's "deferred amount" shall be the PERS "pick-up" amount payable by the City under Section 36.1 of this Article in lieu of contribution by the employee. No employee shall have the option to receive direct payment of the "deferred amount" contributed by the City to PERS on behalf of the employee.

36.3 Subject to changes in the federal and state income tax laws, the City shall treat an employee's "cash salary" as the gross amount of pay for a pay period for purposes of calculating and deducting federal and state withholding taxes. The employee's PERS contribution remitted to PERS by the City on behalf of an employee under Section 36.1 of this Article shall become taxable to the employee for federal and state income tax purposes when the employee withdraws their contributions from that Fund in the form of pension payments or a refund.

36.4 The City and Union shall take all acts necessary and appropriate to initiate implementation of the provisions of this Article, including, but not limited to, making application of the Internal Revenue Service for a private letter ruling concerning the federal tax treatment of the provisions of this salary reduction PERS pick-up plan and making application to PERS.

36.5 Subject to any requirements imposed by the Internal Revenue Service and PERS, the provisions of this Article shall apply to payroll periods commencing after adoption of this Agreement by the City and Union.

ARTICLE XXXVII

LICENSES

37.1 Opportunities for training to obtain specialized licenses and certifications needed by the City shall be offered to bargaining unit employees within the department the license is needed; first to full-time employees prior to part-time employees.

ARTICLE XXXVIII

LABOR/MANAGEMENT COMMITTEE

38.1 In the interest of sound labor-management relations, once each quarter and on a mutually agreeable time, date and place, the Employer designee(s) shall meet with no more than two (2) representatives from the union and one representative from Ohio Council 8 to discuss issues of mutual labor-management interest.

38.2 The party requesting the meeting shall furnish an agenda to the other party at least five (5) days in advance of the scheduled meeting. The agenda should include the names of those persons attending and the matters to be discussed at the meeting. The purpose of such meetings shall be to:

- (a) Discuss matters of mutual concern;
- (b) Notify the Union of departmental changes made by the City which affect the bargaining unit;
- (c) Disseminate general information of interest to bargaining unit members; and
- (d) Discuss ways to improve department efficiency.

38.3 It is further agreed that should a special labor-management meeting be requested and mutually agreed upon, they shall be scheduled as soon as practical.

38.4 The committee shall not be used to bypass the normal chain of command. Matters that are subject to negotiations or the grievance procedure shall not be discussed without mutual agreement of the City and the Union.

ARTICLE XXXIX

DURATION

39.1 This agreement shall be effective from January 1, 2013 through December 31, 2015, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Upon timely written notice of an intention to reopen negotiations, an initial conference will be arranged within fourteen (14) days after receipt of such notice.

39.2 Notwithstanding the above, and consistent with the provisions of Article XXXIII, Wages herein, as well as the provisions of ORC 4117, between October 1, 2013, and November 1, 2013, the Union may serve written notice upon the Employer to reopen this agreement for the sole purpose of negotiating wage rates for the period between January 1, 2014, and December 31, 2014.

Notwithstanding the above, and consistent with the provisions of Article XXXIII, Wages herein, as well as the provisions of ORC 4117, between October 1, 2014, and November 1, 2014, the Union may serve written notice upon the Employer to reopen this agreement for the sole purpose of negotiating wage rates for the period between January 1, 2015, and December 31, 2015.

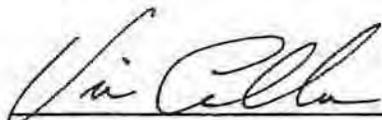
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 27 day of FEBRUARY, 2015.

OHIO COUNCIL 8, AMERICAN
FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES, AFL-CIO

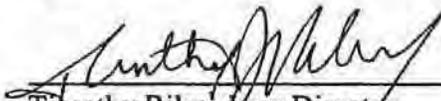
CITY OF GARFIELD HEIGHTS



Ann Tanner, Staff Representative



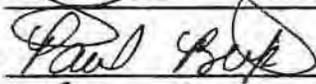
Vic Collova, Mayor

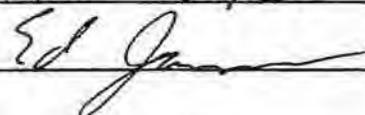


Timothy Riley, Law Director

LOCAL 2729

By: 

By: 

By: 

By: _____

EXHIBIT A
HOURLY RATE SCHEDULE
SERVICE DEPARTMENT

<u>CLASSIFICATIONS</u>	<u>Effective</u> <u>1/1/2013</u> <u>(+2%)</u>
Laborers	
Start	\$17.50
6 months	\$18.50
12 months	\$19.48
18 months	\$20.45
Sign Painter Assistant hired prior to April, 1996, will be red-circled as follows:	
	\$20.53
Building Maintenance	\$20.31
Custodian	
Start	\$16.77
6 months	\$17.95
12 months	\$19.11
18 months	\$20.31
Equipment Operators	\$21.18
Tree Warden hired prior to April, 1996, will be red-circled as follows:	
	\$21.48
Garage & Motor Equipment Maintenance	
Welder/Fabricator/Mechanic	\$22.40
Mechanic I	\$22.40
Tire Changer/Greaser/Parts Chaser	\$21.89
Bodyman/Refinisher/Light Mechanic	\$22.40
Senior Center Non-CDL Van Driver (Cleaning duties)	\$11.54
Senior Center Non-CDL Van Driver (No cleaning duties)	\$11.02

EXHIBIT A CONT. - HOURLY RATE SCHEDULE
SERVICE DEPARTMENT

<u>CLASSIFICATIONS</u>	<u>Effective</u> <u>1/1/2013</u> <u>(+2%)</u>
Miscellaneous	
Brick Laying or Concrete Finisher	\$21.50
Brick and Concrete Worker	\$20.75
Animal Warden	\$21.18

EXPLANATIONS

It is understood that the Miscellaneous Classification shall be utilized only when the actual work is being performed and no employee shall be permanently assigned thereto.

EXHIBIT B

HOURLY RATE SCHEDULE
ADMINISTRATIVE/CLERICAL

<u>CLASSIFICATIONS</u>	<u>Effective</u> <u>1/1/2013</u> <u>(+2%)</u>
Clerical Support	
Start	\$15.27
6 months	\$15.89
12 months	\$16.50
18 months	\$17.11
Clerical Support II*	
Start	\$15.78
6 months	\$16.40
12 months	\$17.01
18 months	\$17.62
Administrative Assistant	\$19.26
Building Inspector	\$19.79
Certified Building Inspector	\$22.63
Certified Electrical Inspector	\$24.49
Building Maintenance Engineer	\$22.40
Receptionist	\$14.07
Receptionist/Program Support	\$18.32

*In the event a Clerical Support employees applies for a position in the Clerical Support II Classification, the employee's term of employment with the city would carry over to the Clerical Support II rate for purposes of placing the employee at the appropriate level.

EXHIBIT C

HEALTH CARE SUMMARY PLAN DESCRIPTION



City of Garfield Hts
SuperMed Plus
Effective 4-1-2012



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26	
Over Aged Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Overall Benefit Period Annual Maximum	\$2,500,000	
Benefit Period Deductible - Single/Family ¹	\$200 / \$400	\$400 / \$800
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	N/A	\$800 / \$1,200
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$10 Copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$10 Copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100% after deductible ³	70% after deductible
Preventative Services⁴		
Preventative Services, in accordance with State and federal law ⁴	100%	70% after deductible
Routine Physical Exam (One exam per benefit period; Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exam and Immunizations (Birth to Age 21)	100%	70% after deductible
Well Child Care Laboratory Tests (To Age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period; All Ages)	100%	70% after deductible
Thyroid Test (Age 21 and over)	100%	70% after deductible
Routine Endoscopic Services (All Ages)	100%	70% after deductible
Outpatient Services		
Surgical Services		
Surgical Services	100% after deductible	70% after deductible
Corrective Eye Surgery (Laser Surgery) - Sessions 001, 005, 007 & 012 only.	100% after deductible	70% after deductible
Diagnostic Services		
Physical Therapy - Facility and Professional (40 visits per benefit period)	100% after deductible	70% after deductible
Occupational Therapy - Facility and Professional	Not Covered	Not Covered
Chiropractic Therapy - Professional Only (12 visits per benefit period)	100% after deductible	70% after deductible
Speech Therapy - Facility and Professional (20 visits per benefit period)	100% after deductible	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room ⁵	\$25 Copay, then 100%	
Non-Emergency use of an Emergency Room ⁶	\$25 Copay, then 100%	70% after deductible

(HEALTH SCHEDULE OF BENEFITS CONTINUED)

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Additional Services		
Allergy Testing	100% after deductible	70% after deductible
Allergy Treatments	100% after deductible	70% after deductible
Ambulance	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible
Home Healthcare (80 visits per benefit period)	100% after deductible	70% after deductible
Hospice (180 days per benefit period)	100% after deductible	70% after deductible
Private Duty Nursing (\$1,000 maximum per benefit period)	100% after deductible	70% after deductible
Mental Health and Substance Abuse — Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Preventative services include evidence-based services that have a rating of "A" or "B", routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁶Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

LETTER OF UNDERSTANDING - I

April 1, 2005

Ms. Ann Tanner
AFSCME, Ohio Council 8
1603 East 27th Street
Cleveland, Ohio 44114

Re: Equalization of Overtime

Dear Ms. Tanner:

In the event of overtime, the City will call affected employees at home first. However, if such employee(s) has a personal pager, the City will call the employee's pager number before moving on to the next employee in line of seniority.

Sincerely,

CITY OF GARFIELD HEIGHTS

By: 

**Signed Letter of Agreement
Between
City of Garfield Heights
And
AFSCME Local 2729 and Ohio Council 8, AFL-CIO**

Pursuant to Article XIII, Section 13.3 of the current contract, representatives of the parties met to review the current issues involving compensatory time. In addition to 13.3 of the Collective Bargaining Agreement the parties hereby agree as follows:

1. Compensatory time may be used at a minimum of 2 hours with a maximum of 3 consecutive work days. Furthermore, within each department, only one employee per day, may use compensatory time. This is in addition to the normal number of employees permitted off each day, within a department. Subject to the supervisor's discretion, additional employee compensatory time may be approved in accordance with the operational needs of the department.
2. Vacation time requests shall be allocated to employees pursuant to the terms of the contract. The approved vacation shall be posted one week after all employees have completed requests for vacation time and the same has been approved. Requests for compensatory time shall be submitted by employees for approval during the two week period after that vacation has been posted. Compensatory time requests submitted during this two week period shall be approved based on City seniority. After both selection periods have closed, time off in any form will be approved on a first come first serve basis.
3. Compensatory time shall not be scheduled from November 25 through December 31 of each year for employees in the Service Department.
4. The prior signed letter of agreement signed March 23, 2010 between the City of Garfield Heights, AFSCME Local 2729, and Ohio Council 8, AFL-CIO shall remain in full force and effect.

The parties agree to meet and review the compensatory time policy in May of 2011.

FOR THE CITY

Anthony Miller
Walter P. McLaughlin
Paul Clark

Date: 6-28-10

FOR AFSCME LOCAL 2729

Tony Lovano
Sue Green
Melinda

Date: 6-21-10

FOR OHIO COUNCIL 8

Ann Turner

Date: 6-17-10

**Signed Letter of Agreement
between
City of Garfield Heights
and
AFSCME Local 2729 and Ohio Council 8, AFL-CIO**

Upon execution of this agreement the parties agree to the following as a settlement to Grievance No. 12210 and Grievance No. 21610:

In situations where mandatory rest periods are required for employees working overtime, an employee working such overtime must take all hours of the overtime shift as either compensatory time or receive overtime pay.

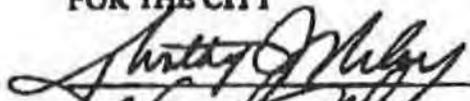
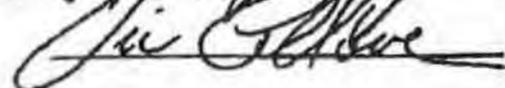
If an employee chooses to take compensatory time for all hours of the overtime shift worked, they are eligible to use compensatory time off the following day, to cover all or any portion of their regular shift.

If an employee chooses to take overtime pay for all hours of the overtime shift worked, they are ineligible to use compensatory time off the following day, to cover all or any portion of their regular shift.

Pursuant to the terms of the contract, if the employee's compensatory time bank is currently at the maximum of (120) hours, the employee must take all hours worked of the overtime shift as overtime pay.

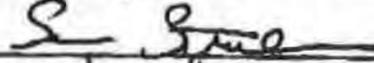
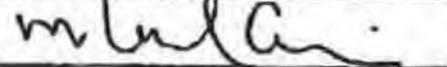
In addition, the parties agree to meet and discuss (and possibly change) the above procedure and any additional concerns with the implementation of compensatory time.

FOR THE CITY

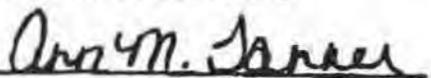
Date: 3-23-10

FOR THE LOCAL

Date: _____

FOR OHIO COUNCIL 8



Date: 3-19-10

MEMORANDUM OF AGREEMENT

It is agreed by and between the City of Garfield Heights, Ohio ("City") and the American Federation of State, County and Municipal Employees ("AFSCME") that as a result of the most recent collective bargaining agreement in which employees are mandated to take compensatory time in lieu of overtime for the first 50 hours of overtime, it is conceivable that during the winter months, employees who are assigned to snow plowing may earn less than 40 hours in a work week as a result of both compensatory time requirements and Department of Transportation/collective bargaining agreement requirements regarding rest hours.

THEREFORE, in the event an employee's weekly earned hours fall below 40 as a result of working overtime, banking such overtime as compensatory time and/or rest hours, such employee shall be permitted to use his/her compensatory time to make up the difference between hours worked and a 40-hour workweek. In such event, any notice period requirement would be waived. However, it is the employee's obligation to advise the City, as soon as practicable, of their desire to use such compensatory time.

AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES

Angela L. Lovano
Michael A. Di

CITY OF
GARFIELD HEIGHTS, OHIO

Thomas J. Young

Dated: 6-11-09

OHIO COUNCIL OF

Ann Janner

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF GARFIELD HEIGHTS

AND

AFSCME LOCAL 2729, AFL-CIO

AND OHIO COUNCIL 8

The parties agree that the following employees shall be entitled to the benefits set forth in paragraph 23.1 Hospitalization of this collective bargaining agreement, so long as they remain in continuous employment with the City of Garfield Heights as part-time employees, working a minimum of twenty-four (24) hours per week:

Meghan McGuire

Lisa Schmitt

This memorandum of understanding will terminate for each individual listed above in the event such individual leaves employment for any reason. Any new part-time employee filling a vacancy as a result of these individuals leaving; shall fall under the provisions of paragraph 23.2 of this collective bargaining agreement.