



CITY OF
**CLEVELAND
HEIGHTS** 

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Memorandum of Understanding

Between

The City of Cleveland Heights

and

**National Production Workers Union Local 707
of Cleveland**

Representing: Joint Fire Dispatchers

April 1, 2013 - March 31, 2016

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Article I PREAMBLE

This memorandum is made between the City of Cleveland Heights, hereinafter referred to as the "City"; and the National Production Workers Union, Local 707 of Cleveland, hereinafter referred to as the "Union." The term "employee" or "employees" where used herein refers to all employees in the bargaining unit who are members of the Union in good standing.

Article II PURPOSE

The purpose of the memorandum is to provide a fair and responsible method of enabling employees covered by this memorandum to participate, through union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties, subject to the provisions of the Charter of the City of Cleveland Heights, the statutes of the State of Ohio, and all the applicable governmental administrative rules and regulations.

Article III RECOGNITION

The City hereby agrees to exclusively recognize the Union as the representative of all full-time Dispatchers employed by the Cleveland Heights/Shaker Heights/University Heights Joint Fire Dispatch Center.

Article IV MANAGEMENT RIGHTS

The City of Cleveland Heights shall maintain the exclusive right to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the Public Employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline demote, or discharge for just cause or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of The Public Employer as a governmental unit; and
10. To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance.

Article V **EMPLOYEE INDEMNIFICATION**

The City shall be responsible to provide defense to claims made against the City and/or individual employees thereof for alleged acts of negligence committed by employees in the normal course of their employment, and shall indemnify such employee from loss resulting from a judgment rendered against an employee in this circumstance. Nothing contained herein shall require the City to defend and/or indemnify any employee for acts of willful and wanton negligence, or for negligent acts of an employee created, arising and/or occurring outside the realm of the employee's employment duties. No settlement of any claim against an employee for ordinary negligence may require indemnification of the City for such loss unless the City has agreed to the settlement prior to the time that such settlement is made. Nothing herein contained shall require the City to reimburse an employee for attorney fees and costs incurred in defending such a suit unless the City has agreed to incur such expense prior to the time that the actual expense is incurred.

Article VI **UNION REPRESENTATION AND VISITATION**

The City recognizes the right of the Union to select stewards to represent the employees, upon request, on grievances, concerning the interpretation or applications of this memorandum.

The Union shall furnish the City with a written verification of the name of its steward and alternate, and further shall notify the City in writing within 30 days of any changes. The staff representative of the Union shall be permitted to enter the City's premises at any time, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the City.

Article VII **DUES DEDUCTION**

All employees in the bargaining unit covered by this Agreement who are members of the Union on the date this Agreement is signed, and all other employees in such 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 effective at the six-month anniversary of their date of hire. Each employee which the Union represents under the terms of this Agreement shall be required to either be a member of the Union or to pay a Fair Share Fee. This fee is equal to the amount of the monthly dues required to be paid by each employee who is a member of the Union. This Fair Share Fee is required in recognition of the services of the Union to the employees in the bargaining unit and the financial support necessary to continue those services. The amount of the Fair Share Fee shall be adjusted at the time that the amount of the monthly dues is changed.

The deduction of a Fair Share Fee by a Public Employer from the payroll check of the employee and its payment to the employee organization is automatic and does not require the written authorization of the employee, which is in accordance with Ohio Revised Code Section 4117.09(C). 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 individual authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature, provided that:

1. An employee shall have the right to revoke such authorization by given written notice to the City and the Union at least sixty (60) days but not more than seventy-five (75) days before the termination of this Agreement and the authorization card shall state clearly on its face the right of an employee to revoke authorization. Said employee shall automatically be placed under the Fair Share Fee provisions of this provision.
2. All deductions shall be made during the first pay period of each month and submitted to the Union within ten days, but no later than fifteen days after such deductions. 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 pay period. All additions and deletions shall be made on the monthly billing which is sent by the Union.
3. The City's obligation to make deductions shall terminate automatically upon termination of employment or transfer to a job classification outside the bargaining unit.
4. The Union will indemnify and save the City harmless from any action growing out of deductions hereunder commenced by an employee against the City or the City and the Union jointly.

Ohio Revised Code Section 4117.09(c) provides that: "Any public employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization." If this prior approval is received in writing from SERB, then an alternative charitable contribution is allowed.

Article VIII NO STRIKE / NO LOCKOUT

The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee investigate or participate, directly or indirectly, in any strikes, slowdown, walkout, concerted "sick" leave or mass resignation, work stoppage, picketing or interference of any kind at any operation of the City for the duration of this Memorandum.

Violations of the preceding paragraph 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 and shall actively discourage and endeavor to prevent or terminate any violation of the first paragraph. In the event any violation occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage or other interference at any operation of the City is prohibited and not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

The City shall not lockout any employees for the duration of the Memorandum.

Article IX EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City of Cleveland Heights that all applicants for employment are selected on the basis of merit without regard to race, creed, color, sex, age, national origin, handicap or veteran status. The employment policies and practices of the City of Cleveland Heights have been and will continue to be such as to ensure that all of our employees are treated equally and that no distinctions are made in compensation, opportunities for advancement, including upgrading, promotion, and transfer because of the employee's race, color, religious belief, sex, age, national origin, handicap or veteran status.

Article X HOURS OF WORK

The normal work schedule for employees in the bargaining unit shall consist of one hundred sixty (160) hours within a twenty-eight (28) day work period. Changes made to the normal work schedules which are made to accommodate shift rotation, manpower needs or the seven day per week operation shall not be cause for payment of premium pay or loss of regular pay.

Changes made to the posted schedule to accommodate the vacancy of a shift due to extended sick leave, personal leave of absence, emergency vacation leave and/or vacancy of a position due to termination or resignation shall be posted and each member of the bargaining unit notified personally a minimum of 48 hours in advance of the posted schedule change. These types of situations shall not be cause for premium pay nor loss of regular pay.

Subject to emergency manpower requirements, each shift shall consist of a minimum of one dispatcher per shift, the normal work schedule shall be developed using the following guidelines.

1. Posted schedule shall be for a full month duration.
2. Schedule to be posted no later than the 15th of the preceding month.
3. One through six (6) scheduled work days consecutively.
4. Six (6) scheduled work days consecutively at a maximum of 13 incidents per contract year. The sixth (6th) consecutive work day will be compensated at an overtime rate of 1.5 times the base hourly rate. A six (6) day period interrupted by an off day will not be subject to this provision.

5. Six (6) scheduled work days consecutively shall be for the necessity of accommodating shift rotation, rotation of days off duty and the fill of shift vacancies due to lack of staffing.
6. Pre-scheduled days off shall be 1 - 4 consecutively.
7. Schedule shall not reflect six (6) work days consecutively unless preceded by or post two (2) consecutively scheduled days off duty.
8. Hours of shift work shall be of an eight (8) hour duration and only consist of three (3) different work shifts during any one 24 hour period.

Article XI OVERTIME

Employees required to work more than eight (8) hours per day, and/or eighty (80) hours per pay period, shall be compensated at the rate of one-half times the employee's base hourly rate of pay for such work. Overtime payment shall be made to the nearest quarter of an hour.

Overtime will be distributed on an equitable basis from a list which shall initially be established in order of seniority. If an employee cannot be reached to work an overtime assignment, he shall go to the bottom of the overtime list in the same fashion as though he had worked overtime. For the purpose of equitable distribution of overtime, time refused on this basis will be credited as overtime worked. Notwithstanding the above, periodic mandatory overtime is required of all employees due to the seven day per week, twenty-four hour per day nature of this safety operation. An employee recalled to work from off duty during an emergency shall be guaranteed a minimum of four hours overtime at the appropriate rate. Beyond four hours, pay is made for actual time worked.

Compensatory Time

Employees at their option, shall be permitted to elect to be credited with compensatory time at the rate of one and one-half (1.5) hours for each hour of overtime worked in lieu of accepting cash compensation for overtime hours actually worked. Employees may accrue compensatory time up to sixty (60) hours. An employee may take up to, but not to exceed forty (40) hours during any calendar year. Compensatory time shall be taken with mutual consent of both the employee and his/her supervisor, provided that an employee gives his/her supervisor a seventy-two (72) hour advance notice of the date he/she intends to use for the purpose of compensatory time. Employees may elect to be paid for accrued compensatory time. The cutoff date of September 1 will be used to establish the basis for payment and the payment will be made in the first paycheck of October. The compensation elected in the form of a cash payout shall reduce the accumulated compensatory time balance proportionately to the number of hours converted.

Article XII UNIFORMS

Employees will have the option to receive a uniform allowance to be paid on or about February 1st in each year of the contract commencing in 2014, or to have the City furnish uniforms, or the combination of the allowance and clothing, the total of which cannot exceed the following sums: Three Hundred Fifty Dollars (\$350.00) for the first year of the contract; Three Hundred

Seventy-five Dollars (\$375.00) for the second year of the contract; and Four Hundred Dollars (\$400.00) for the third year of the contracts. All other pants, skirts, shirts, sweaters, vests, shoes or the like, must be approved for uniform use and wear by the Supervisor. Maintaining uniforms in accord with the City set standards, which are enforceable through disciplinary means shall be the sole responsibility of the employee. The City will purchase the first set of uniforms for newly hired employees in the first year in lieu of the payment described above.

The City will supply dispatchers with Communications Department patches and badges. Each of these is to be worn on all uniform shirts and/or uniform sweaters at all times. Uniforms may be accumulated by employees over more than one year. At termination of employment, employees must return all uniforms issued in the preceding year including all patches and badge(s) to the Supervisor in a clean and presentable manner, prior to the release of final paycheck.

Article XIII DISCIPLINE

Any employee who has been employed for at least six months who is suspended, disciplined or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of written discipline, suspension or discharge, the employee has the right to confer with a representative of the Union.

Disciplinary action taken by the Employer shall only be for just cause.

Discipline shall normally be applied in a corrective progressive manner. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge. The grievance procedure governing probationary employees will conclude with Step 3.

The City shall serve the Union president or Union steward a copy of any disciplinary action taken against any employee immediately after such action.

If an employee's personnel record does not evidence any disciplinary action for a three year period, the record can be expunged based on the request of the employee.

Article XIV SENIORITY

Each employee shall have seniority equal to his length of continuous service with the City dating from the date of the last employment by the City, except any employee rehired within one year after his last termination date shall be credited with his previous amount of accumulated seniority as of his last termination date plus seniority accrued during layoff and shall continue to retain all seniority rights. Employees having six months to two years of service with the City who have been laid off shall be offered employment in inverse order of layoff for a maximum of six (6) months after

layoff, provided work becomes available. Employees having two years or more of service with the City who have been laid off shall be offered employment in inverse order of layoff for maximum of two years. Employees to be recalled after layoff shall be notified in writing to the last known address of residence to report back to work and the City shall send a copy to the Union, in writing, at the same time. Any employee who is called back to work after layoff and fails to report within five (5) days from the date of postmark on the envelope will lose his re-employment and thereafter will not have employment preference over workers who have never been employed by the City.

Seniority shall prevail in the layoff and recall and promotions of employees provided that the factors of skill, knowledge and ability to perform and the required tasks are relatively equal. This shall not prohibit the City from hiring a new employee for a job requiring such other skilled work as employees with seniority do not possess to the extent necessary to perform the duties competently. In the event of a layoff, selection of the employee for layoff shall be based upon the employee's seniority.

Employees who are discharged lose all seniority and all accumulated sick leave and all benefits that may have been accrued at the time of their separation. Regular full-time employees who are laid off and are then recalled at a later date shall have the amount of unused sick leave and vacation leave accrued at the time of layoff credited at the time of recall, provided they have not been paid out at time of layoff.

The City shall have the right to assign and change duties from time to time, depending on operating conditions, subject only to the provisions that work loads shall not be unreasonable. An employee shall perform the duties of his classification and duties related thereto. He may resort to the grievance procedure if he considers that the foregoing provisions have been violated.

Article XV **PROBATIONARY PERIOD**

Section 1. All newly hired employees shall be required to serve a probationary period of twenty-four (24) months. During such period the City shall have the sole discretion to discipline or discharge any probationary employee. An extension of the probationary period will be based on the mutual consent of the Union and the City.

Section 2. If an employee is separated from service with the City other than through layoff during the initial probationary period, and is later rehired, such employee shall be considered a new employee and shall be subject to the provisions of Section 1 above.

Article XVI **VACANCIES AND JOB POSTING**

At such time as the lead dispatcher position may become available, the City will post the job for a period of five (5) working days, including the date of posting in the department. If more than one qualified employee applies for such opening, selection shall be made by the City on the basis

of seniority providing that the skill and ability are relatively equal. If any dispatch position is open, the City will recruit through the Personnel Office following normal procedures.

Nothing shall prohibit the City from filling any vacancy on a temporary basis, not to exceed one hundred twenty (120) calendar days without following the above procedure.

Any promoted employee shall be given a probationary trial period not to exceed one hundred eighty (180) calendar days to prove his/her capability to perform the new job in a safe and efficient manner. If at any time during the trial period the City determines that the selected employee is not qualified for this job, that person shall be returned to the permanent job held prior to the accepted bid, without loss of seniority.

Each job posting will include the rate of pay, qualifications and job description of the position.

Article XVII SICK LEAVE

Section 1. Each employee covered by this Agreement shall be entitled to compensation at his hourly straight time rate for absence from work due to illness, injury, pregnancy, exposure to a contagious disease communicable to other employees. In the case of utilizing sick leave for an urgent illness to a member of an employee's immediate family, this shall be permitted at the discretion of the department head who shall develop reasonable guidelines applicable to all departmental employees.

Written evidence of sick leave satisfactory to the City, including physician's statement or other comparable satisfactory evidence for an absence in excess of two (2) continuous days, shall be furnished promptly by the employee claiming such sick leave to the City and further may be required for other sick leaves.

Notice of absence from work for whatever cause shall be given by or on behalf of employee to his supervisor two hours before the start of that shift.

In the case of the employee who wishes to return to work after a period of disability or who demonstrates symptoms of disability on the job, and there is a difference of opinion as to the employee's condition or state of disability, the City has the right to require the employee to submit to a physical examination by a qualified doctor at the City's expense.

Sick leave shall be accrued at a rate of 4.6 hours for every 80 hours worked up to a maximum of 1,500 hours.

All full-time, permanent employees who are in the employ of the City and who have been in the employ of the City for two consecutive years may be eligible for payment for accrued, unused sick leave earned at the City of Cleveland Heights, accumulated from January 1, 1969 upon

termination of their employment for other than disciplinary reasons. The aforesaid requirement that the sick leave be earned at the City of Cleveland Heights shall apply only to employees hired after April 1, 1990.

The City Manager shall determine whether termination of employment is for disciplinary reasons. The City will pay for unused accrued sick leave according to the following formula:

Unused accrued sick leave multiplied by the appropriate conversion ratio.

The schedule below shall be used in determining the proper conversion ratio:

| <u>Accrued Sick Leave</u> | <u>Conversion Ratio</u> |
|---------------------------|-------------------------|
| 0 - 320 hours | 1/4 |
| 321 - 600 hours | 1/3 |

For employees who have been in the employ of the City for over five consecutive full years he/she shall be paid out at the time of separation of employment for other than disciplinary reasons, a maximum payout of one-half (1/2) or 50% of sick time accumulated with a maximum of 1,500 hours for payout purposes. Therefore, the maximum payout that could be achieved is 750 hours.

For purposes of this subsection, the hourly rate of payment for accrued sick leave shall be determined by the appropriate formula below:

Annual base pay at the time of termination of employment divided by 2,080 hours.

Requests for sick leave without pay must be made in writing and will be reviewed on an individual basis, with final determination at the discretion of the City Manager.

Article XVIII **ABSENCE ABUSE**

Through sick leave, the City accommodates employees who, due to personal or immediate family illness (as defined in Article XIX), cannot report to work. However, sick leave is not to be used as additional vacation or personal leave. Employees found abusing sick leave privileges will be subject to further disciplinary action as outlined in this policy.

To control absence abuse, it is necessary that all appointing authorities compile accurate attendance records. All absences are to be reported by the employee prior to the start of an employee's work shift as specified in Article XIX. If an employee does not notify the employer through his/her supervisor of an absence, he/she will be considered AWOL. The supervisor must inform his/her employees where, when and whom to call when reporting their absence. The date of absence and the reasons therefore must be accurately recorded on the employee's time card daily. Attendance records should include such details as:

- A. Reasons for absence.
- B. Time of notification.
- C. Name of person reporting an absence.
- D. Copies of correspondence such as warnings, etc.

Under normal circumstances, the employee should have no more than 64 hours of sick leave within a calendar year. Illness that is verified by a City-approved physician will be charged against sick time and not credited towards the 64 hour sick leave limit. However, once the employee has used 64 hours of unverified sick time, a City-approved physician will have to verify the illness in order for the time to be charged against sick leave accrual. The 64 hour sick time limit does not include bereavement leave.

Absenteeism causing individual work performance and/or operational needs to suffer, absences indicating a pattern in terms of occurrence in addition to an employee's accumulated sick leave balance will be a component of assessing a pattern of abuse.

In addition to identifying patterns of abuse, when unexcused absence occurs before or after a holiday, payment for the holiday will not be granted.

The biweekly divisional employee sick time usage and unexcused absence report must be submitted to the officer of Human Resources for evaluation purposes. These forms will be used to monitor abuses.

If management has determined that an employee has established a pattern of abuse, he/she shall be notified in writing and required to bring in a certificate from University Hospital of Landerbrook for the next twelve (12) months for any days off sick.

During the year when an employee is on the sick leave abuse list and uses less than 64 hours of sick time within that year and his/her absences do not reflect any continuing pattern of abuse, he/she will be removed from the sick leave abuse list after review by the JFDC supervisor in the subsequent year.

The validity of all medical excuses and physician's certifications may be subject to review by a City physician and/or management. Any such medical examination by the City physician shall be done on City time. Falsification of medical excuses can result in immediate suspension pending dismissal.

A physician's statement is required for any illness resulting in hospitalization.

The City's absence control procedures are based on a three-step approach to be followed in sequence. Below is a summary of each step. Employees shall be on the sick leave abuse list for twelve (12) months.

- Step 1. The supervisory authority will inform an employee that he/she has established an absence abuse pattern and must now bring a medical excuse for a further absence, or that absence will be considered unexcused. A letter of first warning will be given at this time.
- Step 2. If the employee's abusive absence pattern continues, a hearing will be held and the employee will be informed by his/her supervisory authority that his/her absence is recorded as unexcused for lack of a valid medical statement. Following this hearing, a three (3) day suspension may be issued.
- Step 3. If the employee's record still indicates continued unexcused absences or patterns of abuse, this employee will then be suspended pending discharge.

Article XIX **OTHER LEAVES OF ABSENCE**

1. **Maternity Leave**

Expectant mothers who are full-time employees shall be granted up to ninety (90) calendar days maternity leave.

Disabilities caused or contributed to by childbirth, pregnancy or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment. Written or unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other availability of extensions, the accrual of seniority and other benefits, privileges, and reinstatements, shall be applied to disability due to pregnancy, childbirth, or related medical conditions as they are applied to other disabilities.

2. **Family Medical Leave Act**

The Family and Medical Leave Act of 1993 provides that an eligible employee may take an unpaid leave in order to care for a spouse, son, daughter or parent who has a serious health condition; or to care for a newborn child or a child who has been placed with the employee for adoption or foster care; or if because of a serious health condition that the employee has, the employee is unable to perform the functions of the position. An employee is entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period for these reasons.

Leave to care for an ill relative or due to the employee's own health problem may be taken on an intermittent or a reduced leave schedule if "medically necessary." This entitlement is subject to: a notice requirement in the event of foreseeable or planned medical treatment, the employer's right to temporarily transfer an employee to an alternative position which better accommodates

recurring periods of leave, and, the employee's duty to make a reasonable effort to schedule planned medical treatment so as not to unduly disrupt the operations of the employer.

An employee generally is eligible for leave if he or she has worked for the employer for at least twelve (12) months and has worked at least 1,250 hours in the previous twelve (12) month period. Particular restrictions on leave apply to spouses employed by the same employer. Employees seeking leave must give the employer thirty (30) days advance notice before the leave is to begin or such notice as is practicable. An employee who is seeking leave for health reasons must have a certification form completed by the employee or family member's attending physician. To obtain such forms, or for further information regarding entitlement to and restrictions upon leave, please contact the Human Resources Office.

3. Union Leave

At the request of the Union and approved by the City Manager in advance, a leave of absence without pay shall be granted to any 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.

4. Military Leave

Any employee who is inducted into U.S. military services shall be given a leave of absence for such period of service.

5. Funeral Leave

Employees may be granted three (3) days off from work for in-town funeral arrangements and services and five (5) days off from work for out of town funeral arrangements and services for immediate family members including child, parents, sister, brother, grandparents, spouse, mother-in-law, father-in-law, sister-in-law, and brother-in-law. This will be an unpaid leave. For those employees who wish to be paid, they can use vacation and/or sick time for that purpose. You must notify your supervisor in advance so arrangements can be made for your absence.

The City intends to exercise the greatest degree of understanding and anticipates that employees will exercise their best judgement in such situations and not abuse this privilege.

6. Personal Leave

In special circumstances the City Manager may grant leave, with or without pay, for purposes not covered in leave policies. A written request must be approved by the City Manager in advance of any leave taken.

7. Jury Duty

Any employee who is required to serve on a jury, whether in a State or Federal Court, will be allowed time off without loss of pay. Such payment will also be made when an employee is subpoenaed for court appearance. All compensation received for court or jury duty must be relinquished to the City by the employee.

8. Injury Leave

Sick leave may be used to compensate an employee who cannot work because of an on-the-job injury to the extent of the employee's accumulated sick leave. The City may require a physician's verification in any such case. However, the employee may elect not to receive a sick leave pay and file for Worker's Compensation. Worker's Compensation received while an employee is receiving sick leave payments shall be surrendered to the City, following which the City shall re-credit the employee's sick leave balance proportionate to the sums received.

All injuries must be reported to the employee's immediate supervisor immediately, who shall assist the employee in filing an injury report and forwarding it to the appropriate City administrator for further processing and action.

Article XX **LONGEVITY PAY AND ACCUMULATED SICK LEAVE CONVERSION BONUS**

1. Longevity Pay

The first month after an employee's anniversary date with the City, all full-time employees shall accrue longevity pay as follows:

| <u>Years of Service</u> | <u>Bi-Weekly Benefit Amount</u> |
|----------------------------------------------------------------------|---------------------------------|
| 1 st through 5 th year of service | No entitlement |
| 6 th through 10 th year of service, inclusive | \$16.92 |
| 11 th through 15 th year of service, inclusive | 33.85 |
| 16 th through 20 th year of service, inclusive | 51.24 |
| 21 st through 26 th year of service, inclusive | 69.23 |
| 26 th year and beyond | 76.93 |

Longevity shall be paid annually in December of each year.

2. Sick Leave Conversion Bonus

During the term of the contract the following sick leave bonus applies during calendar years

2013, 2014 and 2015 to any full time employee who on January 1st enters that calendar year with accumulated sick leave earned at the City of Cleveland Heights of at least 800 hours, and who during the calendar year uses no more than 48 hours of sick leave. Such employee may elect to be compensated in the form of a cash bonus at the employer's hourly rates in effect on December 31st of the respective year according to the following formula:

| | | | |
|---------------|----------------|---------------|----------------|
| No hours used | - 64 hours pay | 32 hours used | - 24 hours pay |
| 8 hours used | - 48 hours pay | 40 hours used | - 16 hours pay |
| 16 hours used | - 40 hours pay | 48 hours used | - 8 hours pay |
| 24 hours used | - 32 hours pay | | |

A second level of benefit is offered to those who reach 500 hours of accumulated sick time. These employees are eligible to sell back to the City 44 hours of sick leave if perfect attendance has been achieved or 20 hours of sick leave if 8 hours of sick leave was taken in that calendar year.

No payment will be made for partial eight hours days. An employee must be employed for the entire calendar year to be eligible for this bonus. The compensation elected in the form of a cash bonus shall reduce the accumulated sick leave amount in proportion to the number of hours converted.

This provision does not change the maximum accumulated sick leave of 1500 hours or the formula for payment of unused sick hours at the time of termination of employment for other than disciplinary reasons. The bonus provided in this provision shall be paid on about January 31st following the respective year.

Article XXI **VACATION / HOLIDAYS**

Bargaining unit members shall accrue vacation leave and leave in lieu of holidays according to the following schedule:

| <u>Length of continuous service</u> | <u>Accrual Hours Per Pay Period</u> | <u>Total Annual Days</u> |
|---------------------------------------|-----------------------------------------|------------------------------|
| Up to and including the sixth year | 6.46 | 21 |
| 7 years up to and including 12 years | 8.00 | 26 |
| 13 years up to and including 18 years | 9.54 | 31 |
| 19 years or more | 11.08 | 36 |

Accrual of vacation/holiday days shall be by pay period and begin in the first full pay period after hiring occurs. Vacation leave requests will be granted by the Supervisor of the department in line with the needs of the department. Due to the 24 hour per day nature of the department and the necessity for periodic mandatory overtime, the City reserves the right to require pre-scheduling of

all such leave well in advance, and to reasonably limit the number of consecutive days off, as determined by the Supervisor. Requests for such leave will be honored on the basis of seniority, except the "traditional" family holidays of Independence Day, Thanksgiving, Christmas and New Year's, which will be assigned on a rotating basis. Furthermore, those dispatchers required to work on New Year's (as defined herein), Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day will be paid at the rate of time-and-a-half. For the purposes provided herein of overtime pay and the rotating holiday, "New Year's" shall be defined as the 24-hour period from 15:00 hours on December 31st through 15:00 hours on January 1st.

No more than the amount of vacation/holiday leave accrued in the previous twelve-month period can be carried forward into the next calendar year without written consent of the City Manager.

Employees shall be paid for vacation leave and leave in lieu of holidays accrued but unused at the termination of their employment, provided however, that no employee shall be entitled to any vacation or reimbursement for such unused leave until such employee has worked six months or more.

Vacation Buy-Back Option

Any employee who has worked a minimum of six years in the field of administrative public service as of December 31, 2013 may be eligible to elect to be compensated for unused vacation time.

The compensation elected shall reduce the vacation balance by the same amount, but in no case may the balance be reduced below the employee's annualized rate of vacation accrual in effect as of December 31, 2013. The buy-back option must be exercised by December 31, 2013 and the compensation will be paid on or about January 31, 2014. This buy-back option shall be administered pursuant to the rules adopted by the City Manager.

Article XXII INSURANCE

During the term of this Agreement, the City will provide health insurance for all employees. Dental coverage will be capped at \$1,500 per individual per year. The City further agrees to pay the premiums on the comprehensive plan and all but \$20 individual and \$50 family on the HMO Plan for insurance coverage for the duration of this agreement. The City reserves the right to change insurers or to provide the hospitalization through a self-funded program, provided that the benefits are the equivalent or better than outlined in this Article. The group policy of hospital and medical/surgical insurance shall include:

- A. Comprehensive major medical with deductibles in accord with co-pays and stop loss. Plan "A" or Plan "B" or Kaiser Plan.

- B. A \$25.00 co-payment per office visit.
- C. A \$15.00 co-payment for generic prescription drugs and a \$30.00 co-payment for brand name prescription drugs. HMO (Kaiser) Plan \$10.00 co-payment for generic prescription drugs and \$20.00 co-payment for brand name prescription drugs.
- D. A dental rider which includes:
 - 1. Preventative services paid at 100% of eligible costs.
 - 2. Basic and major services paid at 80% - 20% coinsurance upon satisfaction of deductibles.

In those cases where both spouses are employed by the City, only one will be eligible for health insurance coverage, which will be the family plan.

An employee seeking services for the treatment of drug or alcohol abuse must choose an agency on an approved list available in the Human Resources Office.

A \$10,000.00 life insurance policy will be provided for all members of the bargaining unit and will be paid b the City.

Effective April 1, 2013, employees shall pay a monthly health insurance care premium as follows:

| | |
|-----------------|----------------------------------|
| HMO (Kaiser) | \$25.00 Single \$50.00 Family |
| Plan "A" or "B" | \$25.00 Single \$50.00 Family |

Article XXIII **CHEMICAL ABUSE**

The City's policy on drug and alcohol abuse applies to all employees. In any case where a supervisor has reason to believe that an employee is under the influence of drugs or alcohol, it is agreed that the employee will submit to testing at a hospital under contract with the City. The employee can be sent home while waiting for test results. If the testing is positive, the employee will not be paid for time lost. In such a case, the City will determine appropriate discipline which could include the participation in a drug treatment program. Failure too correct the problem will result in termination.

Supervisors will not require any employee to submit to testing without evidence of reasonable suspicion (reference Standard Operating Procedure).

Article XXIV

LABOR-MANAGEMENT COMMITTEE

A Labor Management Committee will be created consisting of two representatives from the Union and two representatives from the City with one being the Fire Chief or his designee. The Committee will meet periodically to discuss issues of mutual importance to the City and the Union. The members of the Committee will determine how often the Committee will meet.

Article XXV

COMPENSATION

| <u>Length of classification service</u> | <u>Effective Date</u> | | |
|-----------------------------------------|-----------------------|-----------------|-----------------|
| | <u>4/1/2013</u> | <u>4/1/2014</u> | <u>4/1/2015</u> |
| Class D 0-12 months | 18.82 | 19.19 | 19.58 |
| Class C 13-24 months | 19.38 | 19.77 | 20.17 |
| Class B 25-36 months | 20.54 | 20.95 | 21.37 |
| Class A 37+ months | 21.36 | 21.79 | 22.23 |

Pay increments will take effect with the first full pay period following effective date.

Any employee designated as Senior/Lead Dispatcher shall be entitled to additional compensation at 4% of their compensation as established by this section. This position will remain in place for the duration of this contract.

Article XXVI

GRIEVANCE PROCEDURE

A grievance shall be defined as an allegation of a violation of a specific provision of this Agreement. An employee who has a grievance should meet with his immediate supervisor to attempt to resolve the issue on an informal basis, prior to commencing the grievance procedure.

Section 1. Any employee wishing to present a grievance must do so according to the following procedure:

Step 1. Within seven (7) calendar days of the event giving rise to the grievance, the grievant shall submit the grievance and the proposed remedy in writing to the supervisor of dispatch.

The supervisor shall respond in writing within seven (7) calendar days to the grievant and the union.

Step 2. If the grievant is not satisfied with the response from Step 1, then the grievant shall have seven (7) calendar days from receipt of the supervisor's response to forward the grievance to the Fire Chief. Within seven (7) calendar days, the Chief shall review the situation giving rise to the grievance. Within fourteen (14) days from receipt of the grievance the Chief shall provide the grievant and the union with a written response.

Step 3. If the grievant is not satisfied with the response from Step 2, the grievant shall have seven (7) calendar days from receipt of the response from the Chief to forward the grievance to the City Manager. Within seven (7) days from receipt of the grievance, the City Manager or his designee shall convene a meeting with the grievant, Union Steward and the Union Business Representative to discuss the issues of the grievance. Within fourteen (14) days after the conclusion of the 3rd step meeting, the City Manager or his designee shall provide the grievant and the Union with a written response. The determination of the City Manager (or his designee) shall be final and conclusive.

Section 2. The Union shall have final authority in its capacity as the exclusive representative of the employees covered by this Agreement to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

Article XXVII ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within thirty (30) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. The parties will promptly either mutually select an arbitrator or request the FMCS to submit a panel of arbitrators, and the parties will choose one by the alternate strike method.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be evenly split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. An employee shall be paid his normal wages while attending any such hearings, either as a participant, witness or representative.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Article XXVIII **LEGALITY**

It is the intent of the City and the Union that this memorandum comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law, and judicial opinions; and if it is determined by proper authority that any provision of this memorandum is in conflict with law, that provision shall be null and void. In the event of an unlawful determination, the City and the Union shall promptly meet for negotiating a lawful alternative provision.

Article XXIX **NEGOTIATIONS**

Either the City or the Union may initiate negotiations by letter of submission forwarded to the other party by January 1st of the year in which this Contract expires. The parties shall hold their first negotiation session by January 15th, at which time they will jointly notify SERB of the commencement of negotiations and impasse procedures identified in this contract in place of the procedure alternatively provided and then in effect under Revised Code 4117.14 and related sections.

All negotiation sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties, and the parties agree not to "go public" with the issues of the negotiations without giving the other party prior notice of such intent.

If by March 1st, or a date mutually agreed upon, tentative agreement on all items is not reached, either party may use the services of the Federal Mediation and Conciliation Service (FMCS) or SERB mediation as follows:

FMCS or SERB will be contacted by either party so that mediation may start within three (3) days after petitioning FMCS or SERB or the date mutually agreed upon.

Once started, mediation shall continue until tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the mediator.

In the event the parties are unable to reach agreement by March 31st, or a date mutually agreed upon, all of the terms of each Article of this Contract, including the disagreement provisions set forth in this Article, shall be deemed exhausted, provided the parties may extend the Contract and/or this section by mutual agreement.

If the board of the Joint Fire Dispatch Center admits another city to the center, negotiations will be reopened to assess the implications, if any, on the dispatchers terms and conditions of employment.

Article XXX **GENDER AND PLURAL**

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

Article XXXI **DURATION**

This memorandum represents a complete and final understanding on all bargainable issues between the City and the Union. It shall be effective as of April 1, 2013 and remain in full force and effect until March 31, 2016 and thereafter from year to year unless at least ninety (90) days prior to said expiration date either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this memorandum shall remain in full force and effect until an amendment memorandum is agreed to.

This memorandum shall supersede all previous agreements and memorandums.

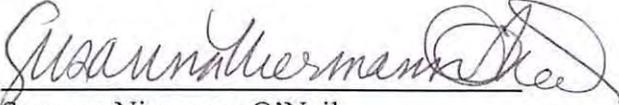
Article XXXII **AMERICANS WITH DISABILITIES ACT**

On and after the effective date of the Americans With Disabilities Act ("ADA"), the City may take any actions necessary to comply with the provisions of the ADA.

Article XXXIII EXECUTION

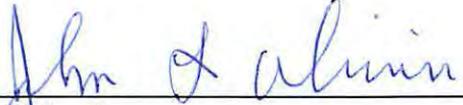
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 21 day of March, 2013.

**FOR THE EMPLOYER:
CITY OF CLEVELAND HEIGHTS**



Susanna Niermann O'Neil
Acting City Manager

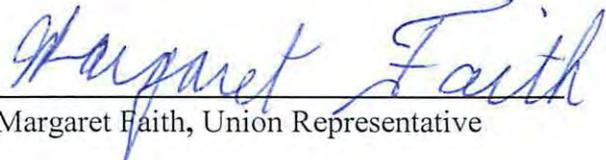
**NATIONAL PRODUCTION WORKERS
UNION LOCAL 707 OF CLEVELAND:**



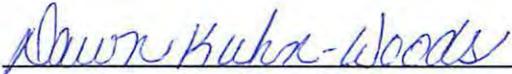
John Oliverio
Union President



Don Goff
Union Vice President



Margaret Faith, Union Representative



Dawn Kuhn-Woods, Union Representative