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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF MAPLE HEIGHTS

AND THE

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AUTO MECHANICS LOCAL 1363 - AFL-CIO
(REPRESENTING RECREATION MECHANICS
AND SERVICE DEPARTMENT MECHANICS)**

TERM OF AGREEMENT

September 1, 2015 THROUGH August 31, 2017

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Preamble/Purpose	1
Article I Recognition.....	1
Article II Dues Deduction/Fair Share Fee	1
Article III Managements Rights.....	2
Article IV Right to Subcontract	3
Article V No Strike/No Lockout.....	3
Article VI Non-Discrimination	4
Article VII Seniority	4
Article VIII Layoff and Recall.....	4
Article IX Discipline.....	5
Article X Probationary Period	5
Article XI Hours	5
Article XII Overtime Pay	6
Article XIII Holidays	6
Article XIV Vacations	7
Article XV Sick Leave.....	9
Article XVI Line Of Duty Injury Leave	11
Article XVII Funeral Leave.....	13
Article XVIII Jury Duty/Subpoena Leave	14
Article XIX Military Training Duty Pay	14
Article XX Longevity	15
Article XXI Uniform, Tool and Safety Shoe Allowance.....	15
Article XXII Group Insurance	15
Article XXIII Salary	17
Article XXIV Labor-Management Committee	18
Article XXV Commercial Driver's License Renewal Fees.....	18
Article XXVI Substance Abuse Policy.....	18
Article XXVII Grievance Procedure	18
Article XXVIII Obligation to Negotiate/Mid-Term Bargaining	19
Article XXIX Copy of Agreement.....	20
Article XXX Conformity Of Law.....	20
Article XXXI Gender And Plural	21
Article XXXII Headings.....	21
Article XXXIII Work Rules.....	21
Article XXXIV Application of Civil Service Law 	21
Article XXXV Arbitration	22
Article XXXVI Fitness For Duty.....	23
Article XXXVII Duration	23
Signature Page	24
Exhibit "A" Hourly and Annual Rate Schedule.....	25
Side Letter Retirement/Vacancies.....	26

PREAMBLE/PURPOSE

This Collective Bargaining Agreement is hereby entered into by and between the City of Maple Heights "Employer" and the International Association of Machinists and Aerospace Workers, Auto Mechanics, Local 1363, AFL-CIO ("Union").

This Agreement is made for the purpose of: (1) continuing and promoting cooperation and harmonious relations between the Employer and the Union, including members of the collective bargaining unit; (2) establishing equitable and peaceful procedures for the resolution of differences between the parties; (3) guaranteeing the timely and effective delivery of vital services to the residents of Maple Heights; and (4) providing the definition of the respective rights, responsibilities and duties of the parties to this Agreement.

In order to accomplish these purposes, the Employer encourages its employees to openly discuss with their supervisors those work-related problems which affect the employees' well-being.

ARTICLE I RECOGNITION

- 1.01 **Included.** The Employer hereby recognizes the Union as the exclusive representative for negotiating wages, hours, terms and other conditions of employment for all full-time hourly rated employees in the job classification of "Service Mechanic" (Service Department)" and "Recreation Mechanic" (Recreation Department).
- 1.02 **Excluded.** All part-time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE II DUES DEDUCTION/FAIR SHARE FEE

- 2.01 **Deductions.** During the term of this Agreement, the Employer shall deduct regular monthly dues, initiation fees, and voluntary PAC contributions from the wages of those employees who have voluntarily signed dues deduction and/or PAC Contribution authorization forms permitting such deductions.
- 2.02 **Dues Deduction.** The dues so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.
- 2.03 **PAC Deduction.** The Employer shall deduct dues and or voluntary PAC contributions from the first pay in each calendar month.
- 2.04 **Deduction Remittance.** A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be transferred to within ten (10) days from the date of making such deductions.
- 2.05 **Fair Share Fees.** All members of the bargaining unit shall either: (1) maintain their membership in the Union; (2) become members of the Union; or (3) pay a service fee to the Union in an amount not to exceed the regular monthly Union dues, as a condition of

employment, all in accordance with Section 4117.09 O.R.C. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in this Agreement. The deductions shall be transmitted to the Association as provided in Section 2.04.

- 2.06 Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee. The Union warrants to the Employer that it maintains an internal fair share fee notice, rebate, and appeal procedure and that it shall administer its fair share fee rebate procedure in accordance with state and federal law. All disputes concerning the amount of the fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.
- 2.07 Indemnification. The Union agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE III MANagements RIGHTS

- 3.01 Except as specifically deleted or modified by the provisions of this Agreement, the Employer retains the complete and total authority, responsibility, power and right to direct and control the operation, work and direction of all of its employees. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to:
1. Hire, discipline, discharge for just cause, layoff and promote;
 2. Promulgate and enforce employment rules and regulations;
 3. Reorganize, discontinue or enlarge any operation or division within the department;
 4. Transfer employees within or to other operations/divisions within the department;
 5. Determine work methods and the number and location of facilities;
 6. Determine the manner in which all work is to be performed;
 7. Determine the size and duties of the work force, the number of shifts required and work schedules;
 8. Establish, modify, consolidate or abolish jobs; and

9. Determine staffing patterns including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

3.02 In addition, the Union agreed that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific, written provisions of the Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE IV RIGHT TO SUBCONTRACT

4.01 The City shall have the right to subcontract work normally done by bargaining unit employees in those cases where the City concludes that:

1. It does not possess the necessary equipment or machinery to perform the work in questions in the manner desired; or
2. Bargaining unit employees do not, at that time, possess the necessary qualifications, skill and ability to perform the job in question to the degree desired; or
3. Development of new technology necessitates that the work be subcontracted.

ARTICLE V NO STRIKE/NO LOCKOUT

5.01 Neither the Union nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slow down, walkout, concerted "sick leave" or mass resignation, work stoppage or any other unlawful interference with the normal operations of the Employer.

5.02 Moreover, the Union shall, at all times, cooperate with the Employer in the continuation of its operations and services in a normal manner and shall actively discourage and attempt to prevent any violation of this Article. In the event of a violation of this Article, the Union shall immediately notify all employees that the strike, work stoppage or slow down, or other concerted interference with the normal operations of the Employer is prohibited, in violation of this Agreement, unlawful and not sanctioned or approved by the Union. The Union shall order all employees to return to work immediately.

5.03 It is further agreed that any violation of the above shall be automatic and sufficient grounds to the immediate disciplinary action as determined solely by the Employer.

ARTICLE VI NON-DISCRIMINATION

- 6.01 The Parties agree not to unlawfully discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, genetic history, disability or military status.
- 6.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE VII SENIORITY

- 7.01 Seniority shall be determined by continuous service with the Service or Recreation Departments. Continuous service shall only be broken by retirement, resignation, layoff, discharge, discipline, leave of absence without pay or other no-pay status.

ARTICLE VIII LAYOFF AND RECALL

- 8.01 It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Maple Heights Civil Service Commission governing work force reductions.
- 8.02 Whenever the Employer determines it necessary to reduce the size of its work force (i.e., layoff, job abolishment), such reduction shall be made in accordance with its departmental seniority within classification (last hired, first laid off).

The Employer shall determine in which classification(s) the layoff or job abolishment will occur. If initiated, such reduction shall occur by departmental seniority within the affected classification. The employee with the least amount of departmental seniority within the affected classification shall be laid off first or subject to abolishment. For layoff purposes only and not job abolishment, within the affected classification, the Employer agrees to first layoff all temporary, seasonal, and part-time employees prior to initiating a layoff of regular full-time employees. For job abolishment, the Employer is not required to first layoff, within the affected classification, all temporary, seasonal, and part-time employees prior to abolishing a specific position within that classification. However, in all instances (both layoff and abolishment), bumping rights shall be afforded per Section 8.03.

- 8.03 Bumping Rights. An employee who is subject to layoff or abolishment from a higher classification shall be permitted to exercise his departmental seniority, if possible, to displace the bargaining unit member with the least amount of departmental seniority within any lower classification within the same classification series. In an abolishment situation, the employee displaced as a result of bumping shall have the ability to displace into a part-time position.

8.04 Recall Rights/Recall Procedure. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years. A recall from layoff will be based upon departmental seniority within classification (last laid off, first recalled) within the affected classification.

ARTICLE IX DISCIPLINE

9.01 A non-probationary employee who is suspended or discharged shall be given a written notice of such suspension or discharge, stating the reason(s) for the suspension or discharge within five (5) days from the date of such action. Any non-probationary employee shall be informed of and granted the right, if requested by the employee, to have a Union representative present when notified of his suspension or discharge.

9.02 A non-probationary employee who is suspended or discharged shall be able to appeal such disciplinary action only through the Grievance Procedure herein contained. All such appeals must be filed with the Mayor at Step Three within five (5) days from the date the employee received written notice of such action.

9.03 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived. Furthermore, in imposing discipline on a current charge, the City will not take into account any prior infractions which occurred more than fifteen (15) months previously, with personnel records of such infractions occurring more than fifteen (15) months previously being removed from the employee's file.

ARTICLE X PROBATIONARY PERIOD

10.01 New mechanics shall be on probation for a period of twelve (12) months from the date of initial hire. Upon successful completion of the probationary period, the employee will automatically advance to Mechanic Class V. Six (6) month intervals shall prevail between advancements to higher classes advancements are at the discretion of the appropriate Director. If an employee is discharged or quits and is later rehired, he shall be considered a new employee of the Employer subject to the foregoing conditions or employment. Probationary employees may be discharged for any reason or no reason at any time.

10.02 Any employee who is discharged while on his initial probationary period or any employee who is returning to his former classification while on a promotional probationary period shall have no appeal rights through the grievance and disciplinary procedure contained in this Agreement to any Civil Service Commission.

ARTICLE XI HOURS

11.01 The normal work week for employees covered by this Agreement shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals, during the period starting 12:01 AM, Sunday to Midnight Saturday, except where different hours

are necessary to meet operational requirements. However, the preceding sentence shall not be construed as a guarantee of hours of work per day or per week, and the Employer reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours. Lunch time shall not exceed a total of thirty (30) minutes.

- 11.02 In the event the Employer creates other work shift(s) when staffing the shift(s), the Employee will seek volunteers first. In the event not enough employees volunteer for such shift(s) or the employees who volunteer for such shift(s) do not possess the necessary expertise for such shifts, which shall be determined at the Employer's sole discretion, the Employer shall assign the employee(s) it deems appropriate. The Employer shall take into consideration, but not be limited to, the employee's skill, experience, training, work record and seniority in making such assignments. Employer shall provide employees with 48 hours notice when permanently changing the times of a work shift.

ARTICLE XII OVERTIME PAY

- 12.01 All employees, for work performed in excess of forty (40) hours per week or eight (8) hours per day when approved by the appropriate Department Director, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime.
- 12.02 In lieu of cash payment, employees shall have the option of receiving compensatory time at the rate of one and one-half (1-1/2) times the number of overtime hours worked. Compensatory time may be accrued up to a maximum of two hundred and forty (240) hours. Such time may be taken off at a future date, subject to prior approval of the Department Director.
- 12.03 An employee who is called into work at a time when he is not regularly scheduled to work shall be compensated for a minimum of two (2) hours at one and one-half (1 ½) times his regular hourly rate, providing such time does not abut his regular hours of work.
- 12.04 Those employees who work on Santa Delivery Day shall be entitled to 12 hours compensatory time, time to be taken at the employer's discretion.

ARTICLE XIII HOLIDAYS

- 13.01 All employees shall receive annually the following paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Christmas Day
Good Friday	Employee's Birthday
Memorial Day	June Paid Holiday
Independence Day	Floating Holiday
Labor Day	Veterans Day – Floating Holiday
	Election Day – Floating Holiday

The pay due for a holiday will be equivalent to a working day's pay.

- 13.02 The June paid holiday shall be a day's pay, paid with the first pay in June annually. At the employee's option, he or she may take one additional day off in lieu of the day's pay. The days to be taken shall be at the discretion of the employee, subject to prior approval from his or her supervisor. To be eligible for the June paid holiday, an employee must be employed by the City on June 1st.

For an employee to receive holiday pay, he or she must work the complete scheduled day preceding and the complete scheduled day succeeding the holiday. If an employee fails to work as prescribed herein, he or she shall forfeit his or her right to the holiday and shall be paid as though on sick leave if he or she has sufficient earned sick leave credit. Before an employee can be paid sick leave under this provision, he or she must present a doctor's statement to his or her department head, documenting his or her illness.

Employees who are on the City payroll as of June 1 of each calendar year shall be eligible to earn the June paid holiday. Employees who have worked six (6) full calendar months of each calendar year shall be eligible to earn the first floating holiday each calendar year. Employees who do not work the entire twelve (12) months of the calendar year will not be entitled to receive both the June paid holiday and the first floating holiday for that calendar year.

- 13.03 When an employee covered under this Agreement is required to work on the Christmas Day holiday (December 25th from 12:01 a.m. through 12:00 p.m. midnight) and/or the New Year's Day holiday (January 1st from 12:01 a.m. through 12:00 p.m. midnight) the employee shall receive two and one-half (2 1/2) times his regular hourly rate of pay for all hours worked on either or both of these holidays.

- 13.04 Waiver of Holiday Benefits/Reinstatement. Effective January 1, 2016, notwithstanding the terms of this article, for the duration of this Agreement (including the negotiations period for a successor agreement but subject to negotiations), the employee shall be required to take 13 unpaid furlough days (104 hours) during each calendar year. Such furlough time shall be scheduled with the approval of and consistent with the operational needs of the Employer and shall be taken as unpaid holidays/furlough days. At the election of the employee, he may substitute a vacation day(s) to receive pay on any of those unpaid furlough days.

Notwithstanding this, should lesser amount of unpaid time be approved by the fiscal emergency commission or state auditor's office, required unpaid furlough time may be reduced.

ARTICLE XIV VACATIONS

- 14.01 Each employee shall earn and be entitled to paid vacation in accordance with the following schedule:

For those employees hired prior to June 1, 2014:

<u>Months/Years of Employment</u>	<u>Days/Weeks of Vacation</u>
a) One to six full years of service by January 1	Two (2) weeks
b) Six to twelve full years of service by January 1	Three (3) weeks
c) Twelve to eighteen full years of service by January 1	Four (4) weeks
d) Eighteen to twenty-five years of service by January 1	Five (5) weeks
e) Twenty-five full years and over of service by January 1	Six (6) weeks

For those employees hired after June 1, 2014

<u>Months/Years of Employment</u>	<u>Days/Weeks of Vacation</u>
a) One full year but less than six full years of service by January 1	One (1) week
b) Six full years but less than twelve full years of service by January 1	Two (2) weeks
c) Twelve full years but less than eighteen full years of service by January 1	Three (3) weeks
d) Eighteen full years but less than twenty-five full years of service by January 1	Four (4) weeks
e) Twenty-five full years and over of service by January 1	Five (5) weeks

14.02 Vacation time shall be taken at a time approved of by the employee's Department Director. It is earned based on time worked in the current year. Vacation time shall be taken on or after January 1st of the succeeding year. There is no accumulation of vacation time from year to year. Failure of an employee to use his vacation time within the calendar year constitutes forfeiture by the employee of his right to use that vacation time.

- 14.03 Any employee who quits or retires and has unused vacation time shall receive such vacation time provided he gives prior written notice of at least ten (10) calendar days to the employee's Director.
- 14.04 Mechanics who have completed twenty (20) years of public service, at least fifteen (15) of which have been with the City of Maple Heights, shall have the option to submit a written request to the Mayor, subject to approval and the availability of funds, to be paid in cash for any accrued vacation time which exceeds (4) calendar weeks during the calendar year. Eligibility begins in the calendar year in which the employee completes the required fifteen (15) years of public service credit with the City of Maple Heights.

ARTICLE XV SICK LEAVE

- 15.01 Sick leave shall be defined as an absence necessitated by illness or injury, including pregnancy, to the employee.
- 15.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service per pay period. For purposes of this section, completed service shall only include hours actually worked. Sick leave accumulation shall be without limit.
- 15.03 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least thirty (30) minutes before the start of his work shift each day he is to be absent.
- 15.04 Sick leave may be used in segments of not less than one (1) hour.
- 15.05 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline, including discharge, as may be determined by the Employer in accordance with the City of Maple Heights Controlled Absence Program guidelines effective February 1, 1994.
- 15.06 Sick Leave with pay may be granted upon recommendation of the Department Director (or his/her designee) for the following reasons: (1) sickness of the employee; (2) injury to the employee; (3) emergency medical, dental and/or optical treatment of the employee; and (4) serious illness or emergency medical treatment of a member of the employee's immediate family living in the employee's household, or dependent children under the age of eighteen (18) years of age not living in the employee's household.
- 15.07 Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated and paid by the Employer. In any event, the employee absent for more than two (2) consecutive workdays must supply a physician's report to be eligible for paid sick leave, unless waived by the Employer.
- 15.08 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of a medical examination, the Employer finds there is no satisfactory evidence of illness, injury or

death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

- 15.09 Fitness For Duty Examinations. The Employer reserves the right to have an employee alleging illness or injury to submit to a physical examination or examinations at the Employer's sole discretion and the Employer's expense, for purposes of determining fitness for duty. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.
- 15.10 An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.
- 15.11 Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio, or any other political subdivision of the State of Ohio, and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said sick leave accumulation with the employer providing that such sick leave accumulation shall be limited to a maximum of two hundred forty (240) hours. For an employee to do so, he must provide the Director of Human Resources with written certification from his prior employer stating the exact period of such employment.
- 15.12 Except as indicated in 15.13 below, at the time of death, resignation or retirement from active service with the Employer, employees having a minimum of five (5) years of continuous full time service with the Employer may elect to be paid in cash for one-third (1/3) of the value of their accrued but unused sick leave credit; employees having twenty five (25) years and over of continuous full time service with the Employer may elect to be paid in cash for forty (40) percent of the value of their accrued but unused sick leave credit. Such payment shall be made only once to an employee. Such payment shall be made only for those sick hours earned by the employee while employed by the Employer. The maximum sick leave credit which may be converted at either the 33% or 40% rate under this section shall be limited to two thousand one hundred and sixty (2,160) hours.
- 15.13 At the time of death, resignation or retirement from active service with the Employer, employees hired on or after August 1, 1993, may elect to be paid in cash for their accrued but unused sick leave credit as follows:
- A. After ten (10) years of full-time continuous service with the Employer 25%

- B. After fifteen (15) years of full-time continuous service with the Employer 30%
- C. After twenty (20) years of full-time continuous service with the Employer 33%
- D. After twenty-five (25) years of full-time continuous service with the Employer 40%

ARTICLE XVI LINE OF DUTY INJURY LEAVE

16.01 Line-of-Duty Injury Leave is intended to recognize the usual exposure to dangerous situations experienced by members of the Service Department. If a member of the Service Department suffers a serious injury as a result of a duty-related accident, Line-of-Duty Injury Leave shall be granted.

16.02 For the purposes of this Article, the term “injury” shall include physical injury and/or disease, which may result in extended hospitalization and/or recuperative periods, provided that such can be proven to be directly duty-related. Injuries resulting from vehicular accidents shall be eligible for coverage under this Article. The operator of the City vehicle, if found guilty of negligence, may not be covered under this Article. Serious communicable diseases contracted by the employee are considered as an injury, provided that the Employee can prove that such disease was contracted as a direct result of the performance of his/her duties as defined in this section and Article.

16.03 PROCEDURE

When an employee is injured while in the performance of authorized duties, the Employee, the immediate supervisor and the Service Director (or his/her designee) shall immediately file the required reports with the Human Resources Department.

- A. The attending physician shall forward a written report to the Employer. This initial report must include the following information:
 - 1. Nature and degree of disability.
 - 2. Physician name and medical facility.
 - 3. Preliminary estimate of the date/time when the employee may return to work either on an alternative duty basis, or to regular unrestricted duty.
 - 4. If the employee is permitted to return to work on an alternative duty basis, the physician must define the employee’s capabilities, specify any work-related restrictions, and the anticipated time the employee will be on alternative duty.

5. Anticipated date of return to work without restriction.

B. If the injury results in time lost from work, the employee will be placed on Line-of-Duty Injury Leave beginning with the date of injury and continuing for a maximum of one hundred eighty (180) calendar days, the employee shall be paid his regular salary during the period of injury leave. Such Line-of-Duty Injury Leave shall not reduce the employee's accumulated sick leave credit.

16.04 The City of Maple Heights is committed to a strong return-to-work program. Therefore, every effort to develop alternative duty for all injured employees will be made within any physician-imposed work restrictions.

16.05 Employees are required to accept alternative duty assignments when it is available and the attending physician releases the employee to perform the work.

16.06 The City shall have the right, at any time during the process, to request medical evaluation or verification of the employee's illness or injury from his attending physician. In addition, the City shall have the right, at its expense, to require the employee to be seen by a physician of its own choosing for medical verification.

16.07 Failure to comply with any of these procedural requirements may result in the termination of Line-of-Duty Injury Leave benefits.

16.08 The Employer recognizes the possibility that, due to the extent of an employee's line-of-duty injury or illness, a correct diagnosis of the extent of injury or illness may not be made immediately, in that event, the employee will be placed on sick leave for up to one hundred eighty (180) calendar days, provided that such correct diagnosis is made within twelve (12) calendar months from the date of original line-of-duty injury.

16.09 If a correct diagnosis is not made at the onset of injury in accordance with this Article and the Employee is placed on Sick Leave, at the time a correct diagnosis of the extent of injury or illness from the date of original line-of-duty injury or illness is received from the attending physician or City physician, the employee shall be placed on Line-of-Duty Injury Leave retroactive to the original date of injury or illness and all used Sick Leave will be reimbursed to the Employee.

16.10 After the initial report is filed by the attending physician requiring the Employee to remain on Line-of-Duty Injury Leave for more than 180 days, the injured employee is responsible for filing status reports relating to the injury with the Service Director and the Human Resources Department every forty-five (45) business days (defined as Monday - Friday, 8:30 a.m. to 5:00 p.m.) after the injury for the duration of lost time. These reports must include the following information:

A. Nature and degree of disability.

B. Physician name and medical facility.

- C. Preliminary estimate of the date/time when the employee may return to work either on an alternative duty basis, and/or when the employee will be able to return to full-time work.
 - D. If the employee is permitted to return to work on an alternative duty basis, the physician must clearly define the employee's capabilities, specify any work-related restrictions, and an estimate of the date/time the employee will be working on an alternative duty basis.
 - E. Anticipated date of return to work without restriction.
- 16.11 In cases of injury/illness where the employee is physically unable to comply with the above requirements, the Human Resources Department will work with the employee and the Service Director (or his/her designee) to obtain the required paperwork or information.
- 16.12 At the time that a work-related illness or injury becomes permanent and it is certain the employee will be unable to return to work, the Human Resources Department will assist the employee or employee's designate with medical disability retirement arrangements.
- 16.13 If an employee is injured while on duty and the injury does not require immediate physician or hospital care, the employee's supervisor and the Service Director (or his/her designee) will file the appropriate paperwork reporting said injury. Should the employee require medical care within seventy-two (72) hours after said injury, a report of injury will be on file.
- 16.14 Should an employee disagree with any decisions made by the City concerning Line-of-Duty Injury Leave, the employee has the right to make a written appeal to a Line-of-Duty Injury Review Board (Review Board) consisting of the Mayor (or his designee), the Service Director, one (1) member of the Civil Service Commission and two (2) representatives of the Union.
- 16.15 The Review Board will set a date and time to hear the employee's appeal. The Review Board will issue a written decision within five (5) working days of the date of the Appeal Hearing. Based upon the decision of the Board, required adjustments will be made for that employee.

ARTICLE XVII FUNERAL LEAVE

- 17.01 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family.
- 17.02 The employee shall be entitled to a maximum of up to four (4) work days for each death in his immediate family. Immediate family, for purposes of this section, is defined as

spouse, son, daughter, brother, sister, parent or grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-sister, step-brother, step-son, step-daughter, half-brother and half-sister. In addition, an employee shall be entitled to one (1) work day off with pay (not to be deducted from the employee's sick leave) for attending the funeral services of family members not included in the preceding sentence.

- 17.03 For the purposes of this section, the term "family members" shall mean blood relatives of the employee plus the brothers and sisters of the employee's spouse.

ARTICLE XVIII JURY DUTY/SUBPOENA LEAVE

- 18.01 Any employee subpoenaed by any Court to appear in court on a regularly scheduled work day, will be paid one (1) day's pay, on any one cause, less compensation received from such court for his/her testimony. This does not include appearances for pre-trials or trials.
- 18.02 The employee shall be required to provide to the Service Director a copy of the Jury Duty Notice or Subpoena. The check received for the employee's appearance and testimony in said Court must be forwarded to the Finance Department.

ARTICLE XIX MILITARY TRAINING DUTY PAY

- 19.01 While on leave of absence from their respective duties with the City because of field training or active duty in the military service, employees who are members of the Ohio National Guard, Ohio State Guard, Ohio State Naval Militia or members of other reserve components of the Armed Forces of the United States shall be entitled to Military Training Duty Pay.
- 19.02 Military Training Duty Pay shall consist of the difference between the employee's City pay and his military salary for the leave of absence period. The above described employees shall be entitled to such pay, if their military salary during the leave of absence period is less than their City pay would have been for such period. In determining an employee's military pay, allowance for travel, food or housing shall not be considered, but any other compensation or allowance of whatever nature, including longevity pay, shall be considered.
- 19.03 An employee wishing to claim Military Training Duty Pay shall submit a copy of his Military Order to Active Duty for Training, in addition to a statement of his military pay received for each such period, on a form to be provided by the Department of Finance, prior to receiving pay from the City. Such employees shall be placed on official leave with pay pending receipt of his statement of military salary as a basis for computation of his Military Training Duty Pay for the period of his leave of absence. Adjustment to pay shall be made in the pay period in which the employee returns to duty with the City or in no event later than the following pay. Military Training Duty Pay may be paid for a maximum of thirty-one (31) calendar days in any calendar year.

ARTICLE XX LONGEVITY

20.01 Bargaining unit members hired after June 1, 2014, shall not receive longevity benefits. The Employer will pay full-time bargaining unit employees hired prior to June 1, 2014, in accordance with the following longevity schedule for their years of full-time continuous service to the Employer:

5 -10 years of continuous service	\$ 70.00 per month
10 -15 years of continuous service	\$ 100.00 per month
15 -20 years of continuous service	\$ 110.00 per month
20 -24 years of continuous service	\$ 120.00 per month
25 -28 years of continuous service	\$ 150.00 per month
28 -Retirement	\$ 160.00 per month

20.02 Longevity will be calculated on an hourly basis and will be included in each paycheck issued in accordance with the Fair Labor Standards Act and established by weekly pay calendar.

ARTICLE XXI UNIFORM, TOOL AND SAFETY SHOE ALLOWANCE

21.01 Effective January 1, 2016, Service Department Mechanics shall receive five hundred fifty dollars (\$550.00) annually, for the purchase of work tools, tool insurance and/or safety shoes. Each mechanic is required to provide a receipt within ninety (90) days of purchase for safety shoes, boots/clothing allowance. A copy of the receipt(s) is acceptable.

21.02 Effective January 1, 2016, Recreation Department Mechanics shall receive five hundred fifty dollars (\$550.00) annually, for the purchase of work tools, tool insurance and/or safety shoes. Each mechanic is required to provide a receipt within ninety (90) days of purchase for safety shoes, boots/clothing allowance. A copy of the receipt(s) is acceptable.

21.03 In addition to uniforms currently provided to employees in the Recreation and Service Departments, the City will provide a total of five (5) T-Shirts and/or tank tops with the appropriate City Department and Logo. The City shall pay for the cleaning and laundering of said uniforms.

ARTICLE XXII GROUP INSURANCE

22.01 The Employer agrees to provide full-time bargaining unit employees the same medical insurance health plan as provided to other non-bargaining employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization.

It is the Employee's responsibility to notify the Human Resources Department of any additions or deletions to be made to his/her contract coverage within thirty (30) days of such occurrence.

22.02 Contributions. The election of single or family coverage and the base plan or a higher level plan rests with the eligible bargaining unit employee. Effective January 1, 2014, the Employer shall contribute seventy-five dollars (\$75.00) per month for single coverage and one hundred fifty dollars (\$150.00) per month for family coverage. In subsequent years, the Employer shall contribute a maximum base amount of the total cost per employee, per coverage type, per month as set forth below, and participating employees shall contribute the minimum base amount as set forth below.

Effective 9/1/2015	Employer Contribution	Monthly 9/1/2015	Employee Contribution	Total Base Contribution
Single	\$338.51	Single	\$100.00	\$438.51
Family	\$845.94	Family	\$200.00	\$1,045.94

Any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on the base contribution percentage to the Employer and to the employee. The parties recognize that employee affordability under the ACA will be measured based upon the cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Finance Director.

22.03 Health Care Committee. A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units having members receiving coverage from the City, one (1) non-bargaining unit employee, and either three (3) or four (4) representatives of the Employer whichever is necessary to allow for an odd number of voting representatives. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. The committee's authority will vest and begin with the 2015 plan year.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase above the levels set forth in Section 22.02 of this article to the participating employees;
or

- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan or a reduction in plan cost.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee fails to submit a valid recommendation by forty (40) days prior to plan renewal for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above).

- 22.04 Spousal Coverage. Spousal coverage will be available, only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer and will not be eligible for coverage under the City plan. The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. The Employer reserves the right to verify this information at any time. It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.
- 22.05 Coverage Coordination. A bargaining unit member who is married to another City employee is only entitled to coverage under a single family policy from the Employer. For purposes of the coverage of dependent children, member's dependent children shall be permitted to remain on the City plan irrespective of parental birth date.
- 22.06 After one (1) year of continuous full-time service with the Employer, employees shall be covered by a twenty five thousand dollar (\$25,000.00) term life insurance policy at the Employer's expense.

ARTICLE XXIII SALARY

- 23.01 Pension Contributions. For employees hired prior to January 1, 2015, the Employer shall institute and maintain a fifty percent (50%) salary reduction pension pickup plan. The Employer shall institute and maintain a fifty percent (50%) pension pickup plan. For employees hired after January 1, 2015, the employee will pay the full amount of the employee's statutory pension contribution.
- 23.02 Wage Rates. The regular wage rates shall remain unchanged for the duration of this Agreement. The regular hourly and annual rate schedules for all employees, set forth by job classification, are attached hereto in Exhibit "A."

23.03 Senior Mechanic Pay. Effective the first full pay including the effective date of the Agreement, Senior Mechanic shall be paid an additional fifty cents (\$.50) cents per hour.

ARTICLE XXIV LABOR-MANAGEMENT COMMITTEE

24.01 The Employer and the Union hereby agree to establish a Labor-Management Committee, which shall consist of the Service Director, the Foreman and one (1) representative of each of the Union representing employees in the Recreation and Service Departments. The purpose of the Committee shall be to discuss safety issues and other matters of concern to the employees and the Employer. The Committee shall meet on a monthly basis or as needed.

ARTICLE XXV COMMERCIAL DRIVER'S LICENSE RENEWAL FEES

25.01 The City agrees to pay for the employees' renewal costs for maintaining a Commercial Driver's License.

ARTICLE XXVI SUBSTANCE ABUSE POLICY

26.01 The Employer and the Union recognize the importance of a Substance Abuse Policy and hereby agree that such a policy shall be included as an addendum to this Collective Bargaining Agreement. The Employer and the Union further agree to meet as soon as possible to negotiate said Substance Abuse Policy.

26.02 The Employer and the Union recognize the importance of a Smoke-Free Workplace. The Union agrees that its members will comply with the City's Smoke-Free Workplace Policy.

ARTICLE XXVII GRIEVANCE PROCEDURE

27.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, and except at Step 1, shall have the right to be represented by a Union representative at all stages of the Grievance Procedure. It is the intended purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest Step of this Procedure.

27.02 A grievance is a dispute regarding the application or interpretation of an express provision contained in this Agreement. Except at Step 1, all grievances shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The Grievance Procedure shall not be used for the purposes of adding to, subtracting from or altering in any way, any of the provisions of this Agreement.

- 27.03 All grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Employer, the Union and the employee. A grievance may be withdrawn, with prejudice, by the Union at any time during Steps 1, 2 or 3 of the Grievance Procedure. If the grievance is not initially filed or appealed to the next higher Step of the Grievance Procedure within the specified time limits, it will be deemed to be settled on the basis of the Employer's last answer.
- 27.04 The time limits set forth in the Grievance Procedure shall be binding on both parties, unless extended by mutual written agreement by the Employer and the Union. Days as provided in the Grievance Procedure shall not include Saturdays, Sundays or holidays.
- 27.05 All grievances shall be handled in accordance with the following steps of the Grievance Procedure:
- Step 1: The employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.
- Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the grievant's Department Director within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Department Director shall give his answer within five (5) days of the meeting.
- Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Mayor, or his designee, shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant and his Union representative. The Mayor, or his designee, shall issue a written decision to the employee and his Union representative within fifteen (15) days from the date of the hearing.

ARTICLE XXVIII OBLIGATION TO NEGOTIATE/MID-TERM BARGAINING

- 28.01 The Employer 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.

- 28.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall 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, except as specifically provided for in Section 28.04, for the term of this contract, 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 except as provided elsewhere in this Agreement.
- 28.03 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the discretion of the Employer.
- 28.04 Mid-Term Bargaining. Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to making such change, shall inform the Union of said proposed change prior to the date of implementation and meet to discuss the matter with the Union. The Employer may unilaterally implement such changes after discussions have taken place.

ARTICLE XXIX COPY OF AGREEMENT

- 29.01 The Employer agrees to furnish all employees copies of this Agreement at no cost.

ARTICLE XXX CONFORMITY OF LAW

- 30.01 This Agreement shall be subject to and subordinated to any present and future federal law and state law as provided in Chapter 4117 O.R.C., and the invalidity of any provision of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.
- 30.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.
- 30.03 Notwithstanding the provisions set forth in this agreement, modification of, or variance from, any contractual provision(s) for the purposes of complying with the Americans with Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA), or any other state or federal law relative to handicap or disability discrimination, shall not be construed by either party as a violation of this agreement or any provision herein.

ARTICLE XXXI GENDER AND PLURAL

31.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders 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 XXXII HEADINGS

32.01 It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said article nor effect any interpretation of any such article.

ARTICLE XXXIII WORK RULES

33.01 All bargaining unit members shall comply with all departmental rules and regulations, including those work rules relating to conduct and work performance.

33.02 The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

33.03 Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union, and if requested, meet with the Union to discuss the matter prior to the date of implementation.

33.04 The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE XXXIV APPLICATION OF CIVIL SERVICE LAW

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34.01 The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Maple Heights nor Rules and Regulations of the Civil Service Commission of the City of Maple Heights, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

34.02 Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

34.03 Exclusive Remedy. Employees covered by this Agreement having a dispute with the City relating to the aforesaid terms and conditions of employment must pursue the provisions of this Agreement as their sole and exclusive remedy.

ARTICLE XXXV ARBITRATION

35.01 If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the Mayor within five (5) calendar days of the date of the answer at Step 3, and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 5 reply.

35.02 Selection of the Arbitrator (FMCS). Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject two (2) panels of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

35.03 Hearing and Decision. The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties.

The arbitrator shall be bound by the language of this contract and shall have no jurisdiction or authority to add to, subtract from, amend or in any way modify any of the terms or provisions of this contract. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable laws;
2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. The arbitrator shall not mitigate the level of

discipline imposed by the Employer upon a finding that, by a preponderance of evidence, misconduct occurred. The Arbitrator shall have no power to infringe upon the Management Rights of the Employer in any manner except as such is supported by a clear, unequivocal, and express provision of the contract otherwise providing such action. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no more than seven (7) days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

35.04 The hearings(s) shall be conducted pursuant to the rules promulgated by the Federal Mediation and Conciliation Service (FMCS).

35.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be split equally 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.

35.06 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 advisory as to the Employer and final and binding upon the union and the employee.

35.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XXXVI FITNESS FOR DUTY

The Employer reserves the right to have an employee alleging illness or injury to submit to a physical examination or examinations at the Employer's sole discretion and the Employer's expense, for purposes of determining fitness for duty. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.

ARTICLE XXXVII DURATION

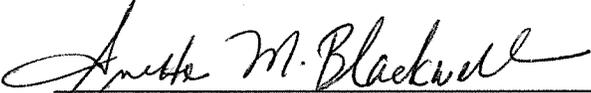
37.01 This Agreement shall become effective as of 12.01 a.m., on September 1, 2015, and shall continue in full force and effect, along with any amendments made and annexed hereto, until 12:00 p.m. (midnight) on August 31, 2017.

37.02 Negotiations Procedures. The parties will use the statutory procedures under R.C. 4117 for purposes of future negotiations. If, upon expiration of the contract, the parties have been unable to reach agreement, the Union shall have the right to strike in accordance with the provisions of Ohio Revised Code Section 4117.14, and the City shall have all of its rights under Ohio Revised Code Chapter 4117 and Ohio Law.

SIGNATURE PAGE

**FOR THE EMPLOYER
CITY OF MAPLE HEIGHTS**

**FOR THE UNION
I.A.M., LOCAL 1363, AFL-CIO**



Annette M. Blackwell, Mayor



Thomas Verdi, Business Agent



Michael D. Esposito, Chief Negotiator



Laurie Waller, HR Director

Approved as to legal form:



John Montello, Law Director

EXHIBIT "A"
HOURLY AND ANNUAL RATE SCHEDULE

SERVICE DEPARTMENT

JOB CLASSIFICATION	HOURLY RATE	ANNUAL RATE
Service Mechanic, Class 1	\$22.9726	\$47,783.05
Service Mechanic, Class 2	\$21.3697	\$44,449.02
Service Mechanic, Class 3	\$20.9312	\$43,536.99
Service Mechanic, Class 4	\$20.3262	\$42,278.55
Service Mechanic, Class 5	\$18.2547	\$37,969.97
Service Mechanic, Class 6	\$17.5438	\$36,491.28

RECREATION DEPARTMENT

JOB CLASSIFICATION	HOURLY RATE	ANNUAL RATE
Recreation Mechanic, Class 1	\$22.9726	\$47,783.05
Recreation Mechanic Class 2	\$21.3697	\$44,449.02
Recreation Mechanic, Class 3	\$20.9312	\$43,536.99
Recreation Mechanic, Class 4	\$20.3262	\$42,278.55
Recreation Mechanic, Class 5	\$18.2547	\$37,969.97
Recreation Mechanic Class 6	\$17.5438	\$36,491.28

SIDE LETTER
RETIREMENT/VACANCIES

When current bargaining unit member Ken Friedel retires, the Employer agrees to notify the union that such has occurred and if requested meet to discuss matters related to future operations.