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AGREEMENT

BETWEEN

CITY OF BEACHWOOD, OHIO

AND

**NATIONAL PRODUCTION WORKERS
UNION, LOCAL NO. 707**

Effective November 1, 2014, through October 31, 2017

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ARTICLE 1: PREAMBLE

This Agreement is entered into between the City of Beachwood (hereinafter referred to as the "City"), and National Production Workers Union, Local No. 707 of Cleveland, an affiliate of the National Production Workers Union (hereinafter referred to as the "Union") effective November 1, 2014, except as otherwise provided.

The undersigned hereby agree that the Collective Bargaining Agreement between the City and Union set to expire October 31, 2014 is hereby superseded by this Agreement.

ARTICLE 2: PURPOSE

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

ARTICLE 3: RECOGNITION

The City recognizes National Production Workers Union, Local 707 of Cleveland, an affiliate of the National Production Workers Union, as the sole and exclusive bargaining representative for all service and maintenance employees of the City, excluding office clerical employees, part-time and temporary employees, the Service Director and the Assistant Directors, and Foremen (Superintendents) to establish rates of pay, wages, hours and other terms and conditions of employment, who shall be the "Bargaining Unit," provided, however, that lay-offs of part-time and temporary employees shall be governed by the provisions of Article 31.

ARTICLE 4: MANAGEMENT RIGHTS

Except as specified otherwise in this agreement, the management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, and this shall include but shall not be limited to:

- A. the right to manage the operations; control the premises;
- B. direct the working forces; maintain efficiency of operations;
- C. the sole right to hire, discipline, and discharge for just cause;
- D. lay off and promote; to promulgate and enforce reasonable employment rules and regulations;
- E. to reorganize, discontinue, or enlarge any department or division;
- F. to transfer employees (including the assignment and allocation of work to regular, summer and part time employees) within departments or to other departments;
- G. to introduce new and/or improved equipment, methods, and/or facilities;
- H. to determine work methods;
- I. to determine the size and duties of the work force;
- J. the number of shifts required, and work schedules;
- K. to establish, modify, consolidate, or abolish jobs (or classifications);
- L. and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, lunch periods and leave of absence, subject only to the restrictions governing the exercise of these rights as are expressly provided herein, but are subject to the restrictions and regulations governing the exercise of those rights as provided in this contract.

ARTICLE 5: NON-DISCRIMINATION

Both the City and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, fair employment practice acts, the Americans with Disabilities Act and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate or show favoritism in any manner relating to employment in violation of applicable laws, including race, color, creed, national origin, sex, disability or membership in the Union, and further to make reasonable accommodation, for any member who has a recognized

disability. It is the responsibility of each member who claims protection under any of the above laws to make a written report to the Service Director with sufficient documentation for the Director to make a decision. All requests for reasonable accommodation made by a member who is unable to perform the regular assigned work shall be on a written form provided by the City, with a copy delivered to the Union. In the event of a dispute, the City and the Union agree to make a reasonable effort to negotiate a settlement before the member or the members' representative files a grievance, a complaint with a governmental agency or a court of law.

ARTICLE 6: UNION REPRESENTATION

Section 1. Employees who are selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work. The Union shall inform the City of the names of all Union representatives.

Section 2. The City shall recognize one (1) Chief Steward and one (1) Assistant Steward for the Service Department. The Chief Steward shall represent employees on all shifts and shall be the designated Union representative on all matters pursuant to this Contract. The Assistant Steward shall be recognized when the Chief Steward is absent or otherwise not available.

Section 3. The Stewards or their substitutes as described in Section 2 of this Article shall not be allowed time to carry out the functions of their office during working hours, unless approved by the Service Director; except that immediate Step 1 grievance procedures may be on duty time but the Union shall make a good-faith effort to limit such time to a minimum.

ARTICLE 7: GRIEVANCE

Section 1. A grievance is a dispute or difference between the Union and the City, concerning the interpretation and/or application of any provision of this Agreement and any disciplinary actions.

Section 2. When any such grievance arises, the following procedure shall be followed:

Step 1. If the employee believes he/she has a grievance, grievant and the Chief Steward must first discuss the grievance orally with the Service Director within ten (10) calendar days after the event or after he/she should have knowledge of the event. Nothing herein shall prevent the employee from verbally meeting with his/her supervisor to informally resolve any difference.

Step 2. If the grievance is not resolved at Step 1, the grievant shall within ten (10) days of the initial meeting with the Service Director file a written grievance, setting forth the complete details of the grievance, i.e. the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested, which shall be dated and signed by the employee and the Chief Steward. The Mayor, or his designee, shall within twenty (20) calendar days conduct a hearing with the employee, the Chief Steward and representative of the Union and, thereafter, shall give a written answer within twenty (20) calendar days of said hearing.

Step 3. If the grievance is not satisfactorily settled at Step 2, the Union may submit the grievance to Arbitration by notifying the Mayor in writing of its intent to do so within thirty (30) days after the Step 2 answer was issued. If the City and the Union cannot agree upon an impartial arbitrator, either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and an arbitrator will be chosen in accordance with the Service's then applicable rules and regulations for labor arbitration. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and the expenses of the arbitrator and the Federal Mediation and Conciliation Service shall be borne equally by the parties.

Section 4. The Chief Steward must be present for all meetings between the employee and the Service Director.

Section 5. This procedure shall not apply in such a manner as to increase or decrease compensation or benefits in any form inconsistent with the contract and shall not apply to compel either party to adopt a new contract or change its terms after the expiration date of this contract.

ARTICLE 8: GRIEVANCE; TIMELINESS

Section 1. To be considered valid, a grievance must be made and filed as set forth in this Agreement. A grievance which is not timely filed under this provision shall be considered void.

Section 2. Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

Section 3. Once a grievance is originally timely filed, the parties may by mutual agreement extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

Section 4. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, the Union and the members of the Union, appealable only as provided in Chapter 2711 of the Ohio Revised Code.

ARTICLE 9: DISCIPLINARY ACTION

Section 1. A non-probationary employee who could be demoted, suspended or discharged as a result of disciplinary action must be given written notice of potential disciplinary action within seven (7) work days after the City has knowledge of the conduct for which the employee might be disciplined. Such notice may be given either directly to the employee or to the Union Steward. At the time of such action, the employee shall have the right to Union representation.

Section 2. Disciplinary action taken by the City shall only be for just cause.

Section 3. (A) Reprimands shall remain in an employee's personnel file for one year from the date of the reprimand, unless the employee commits the same or similar violation within the year; in which case it will be considered a repeat violation and kept for three (3) years after the date of the reprimand.

(B) A serious violation results from a suspension of one or more working days or termination of service. Serious violations shall remain in an employee's personnel file for three (3) years from the date of the serious violation, unless the employee commits the same or similar violation within the year; in which case it will be considered a repeat violation and kept for five (5) years after the date of the serious violation.

Section 4. The Service Director shall have the authority to administer all discipline, which shall be appealable as set forth in Steps 2 and 3 above for Grievances.

ARTICLE 10: WAGES AND OVERTIME TO EXISTING PAY RATES

Section 1. Wages. Effective November 17, 2014, wages shall be assessed as follows:

Hired prior to May 22, 2002

Effective	11/17/2014	11/1/2015	11/1/2016
Mechanics	\$ 35.65	\$ 36.54	\$ 37.45
Crew Leader	\$ 29.73	\$ 30.47	\$ 31.23
Sign Shop Laborer	\$ 29.03	\$ 29.76	\$ 30.50
Laborer	\$ 27.70	\$ 28.39	\$ 29.10
Janitor	\$ 24.49	\$ 25.10	\$ 25.73
Arborist/Laborer	\$ 29.63	\$ 30.37	\$ 31.13

Employees Hired After May 22, 2002

MECHANICS Effective	11/17/2014	11/1/2015	11/1/2016
First Year	\$ 31.31	\$ 32.14	\$ 32.99
Year 2-6	\$ 33.31	\$ 34.14	\$ 34.99
Year 7-9	\$ 33.83	\$ 34.68	\$ 35.55
Year 10-12	\$ 33.89	\$ 34.74	\$ 35.61
Year 13-15	\$ 33.96	\$ 34.81	\$ 35.68
Year 16-18	\$ 34.02	\$ 34.87	\$ 35.74
Year 19-21	\$ 34.09	\$ 34.94	\$ 35.81
Year 22-24	\$ 34.15	\$ 35.00	\$ 35.88

Year 25+	\$ 34.22	\$ 35.08	\$ 35.96
CREW LEADER			
Effective	11/17/201	11/1/2015	11/1/2016
First Year	\$ 25.78	\$ 26.47	\$ 27.18
Year 2-6	\$ 27.78	\$ 28.47	\$ 29.18
Year 7-9	\$ 28.30	\$ 29.01	\$ 29.74
Year 10-12	\$ 28.36	\$ 29.07	\$ 29.80
Year 13-15	\$ 28.43	\$ 29.14	\$ 29.87
Year 16-18	\$ 28.49	\$ 29.20	\$ 29.93
Year 19-21	\$ 28.56	\$ 29.27	\$ 30.00
Year 22-24	\$ 28.62	\$ 29.34	\$ 30.07
Year 25+	\$ 28.69	\$ 29.41	\$ 30.15

SIGN SHOP LABORER			
Effective	11/17/2014	11/1/2015	11/1/2016
First Year	\$ 25.13	\$ 25.81	\$ 26.51
Year 2-6	\$ 27.13	\$ 27.81	\$ 28.51
Year 7-9	\$ 27.65	\$ 28.34	\$ 29.05
Year 10-12	\$ 27.71	\$ 28.40	\$ 29.11
Year 13-15	\$ 27.78	\$ 28.47	\$ 29.18
Year 16-18	\$ 27.84	\$ 28.54	\$ 29.25
Year 19-21	\$ 27.91	\$ 28.61	\$ 29.33
Year 22-24	\$ 27.97	\$ 28.67	\$ 29.39
Year 25+	\$ 28.04	\$ 28.74	\$ 29.46

LABORER			
Effective	11/17/2014	11/1/2015	11/1/2016
First Year	\$ 23.88	\$ 24.53	\$ 25.19
Year 2-6	\$ 25.88	\$ 26.53	\$ 27.19
Year 7-9	\$ 26.40	\$ 27.06	\$ 27.74
Year 10-12	\$ 26.46	\$ 27.12	\$ 27.80
Year 13-15	\$ 26.53	\$ 27.19	\$ 27.87
Year 16-18	\$ 26.59	\$ 27.25	\$ 27.93
Year 19-21	\$ 26.66	\$ 27.33	\$ 28.01
Year 22-24	\$ 26.72	\$ 27.39	\$ 28.07

Year 25+	\$ 26.79	\$ 27.46	\$ 28.15
JANITORS			
Effective	11/17/2017	11/1/2015	11/1/2016
First Year	\$ 20.89	\$ 21.46	\$ 22.05
Year 2-6	\$ 22.89	\$ 23.46	\$ 24.05
Year 7-9	\$ 23.41	\$ 24.00	\$ 24.60
Year 10-12	\$ 23.47	\$ 24.06	\$ 24.66
Year 13-15	\$ 23.54	\$ 24.13	\$ 24.73
Year 16-18	\$ 23.60	\$ 24.19	\$ 24.79
Year 19-21	\$ 23.67	\$ 24.26	\$ 24.87
Year 22-24	\$ 23.73	\$ 24.32	\$ 24.93
Year 25+	\$ 23.80	\$ 24.40	\$ 25.01

HVAC			
Effective	11/17/2014	11/1/2015	11/1/2016
First Year	\$ 26.36	\$ 27.07	\$ 27.80
Year 2-6	\$ 28.36	\$ 29.07	\$ 29.80
Year 7-9	\$ 28.88	\$ 29.60	\$ 30.34
Year 10-12	\$ 28.94	\$ 29.66	\$ 30.40
Year 13-15	\$ 29.01	\$ 29.74	\$ 30.48
Year 16-18	\$ 29.07	\$ 29.80	\$ 30.55
Year 19-21	\$ 29.14	\$ 29.87	\$ 30.62
Year 22-24	\$ 29.20	\$ 29.93	\$ 30.68
Year 25+	\$ 29.27	\$ 30.00	\$ 30.75

ARBORIST/LABORER			
Effective	11/17/2014	11/1/2015	11/1/2016
First Year	\$ 25.68	\$ 26.37	\$ 27.08
Year 2-6	\$ 27.68	\$ 28.37	\$ 29.08
Year 7-9	\$ 28.20	\$ 28.91	\$ 29.63
Year 10-12	\$ 28.26	\$ 28.97	\$ 29.69
Year 13-15	\$ 28.33	\$ 29.04	\$ 29.77
Year 16-18	\$ 28.39	\$ 29.10	\$ 29.83
Year 19-21	\$ 28.46	\$ 29.17	\$ 29.90
Year 22-24	\$ 28.52	\$ 29.23	\$ 29.96
Year 25+	\$ 28.59	\$ 29.30	\$ 30.03

Section 2. Call-In. Minimum one (1) hour pay for show up within one (1) hour of call-in, plus minimum three (3) hours worked or pay after show-up.

Section 3. Workweek. A regular workweek is forty (40) hours and begins with the Sunday evening shift that ends on Monday morning of each week. A workday is eight (8) hours. Employees shall have the following schedule: First shift (day shift) -- 7:30 a.m. to 3:30 p.m. (unless an emergency is declared by the Service Director or his designee requiring additional or different staffs). The City may determine that a winter schedule is needed. In that case, the Service Director may establish a winter schedule as follows:

Winter Schedule

Starting the 1st Sunday in November or later, and ending the winter schedule on April 15, or earlier, as designated by the Service Director, employees may be subject to a winter schedule as follows:

Day shift -- 7:30 a.m. - 3:30 p.m.
Night shift -- 8:00 p.m. - 4:00 a.m.

Effective the 1st Saturday in November or later, through the 2nd Sunday in April or earlier, as designated by the Service Director:

Weekend shift (Saturday and Sunday) -- 8:00 a.m. - 4:00 p.m.

(Unless an emergency is declared by the Service Director or his designee requiring additional or different staffs.)

If the Service Director determines that a winter schedule is needed, the entire list of positions needed for the winter schedule shall be posted each year, subject to the Service Director's right to require some seniority on each shift in addition to crew leaders. The winter schedule shifts shall be filled by one crew leader each and then the most senior qualified volunteers. If there are an insufficient number of volunteers, the Service Director may select the least senior employees to staff the winter and weekend shifts. The Service Director shall have the authority to establish start and end dates for the winter scheduled as set forth above, and the minimum number of employees needed for each shift. The Service Director shall give at least seven (7) calendar days' notice of the start and end dates for the winter schedule and the weekend shift, and of any change in such start and/or end dates.

ARTICLE 11: WORK DAY

The regularly scheduled work day shall be from 7:30 A.M. until 3:30 P.M., Monday through Friday as follows:

1. Employees shall not have regularly scheduled morning or afternoon breaks. If an employee needs to use a toilet facility, the employee shall use the nearest available public facility. Use of the restroom facility does not include obtaining coffee, beverages, snacks, newspapers, etc. It is not to include socializing with other employees in or out of the Service Department;
2. Employees shall not enter the service yard for lunch prior to 12:00 Noon and must be out of the service yard by 12:45 P.M.;
3. Employee shall not enter into the service yard at the end of the day prior to 3:25 P.M.

Section 1. Overtime. Overtime is payable at time and one-half time regular pay when an employee actually works for more than forty (40) hours in any week. All excused absences (Sick Leave, Injury Leave, Bereavement Leave, Vacation Leave, Personal Day Leave, and Holiday Leave) shall be counted as a day worked for overtime purposes. All leave must be taken in increments of at least one hour. Specifically, use of leave time in amounts other than increments of one (1) hour shall not be included in hours worked for the purpose of computing overtime pay and shall be paid at the regular rate. Employees who are required to work on a holiday shall be paid one and one-half (1.5) times regular pay for actual hours actual hours worked in addition to holiday pay.

Section 2. New Employees. During probation for newly hired employees, regular pay less two dollars (\$2.00) per hour.

Section 3. Longevity.

As of January 1, 2015, the former longevity has been computed into an hourly amount and added to the base pay, and separately paid longevity has been eliminated.

ARTICLE 12: COMMERCIAL DRIVERS' LICENSE

Section 1. License Requirement and Reimbursement. All Mechanics, Laborers and Crew Leaders shall have, renew and maintain a valid Ohio Commercial Drivers'

License. In the event that the City employs a person without such license, that person shall obtain such license within sixty (60) days. The City shall reimburse a member who has never had such license and/or who renews his/her license, for the reasonable cost of obtaining the license (not to exceed \$350.00) if (1) such employee remains employed by the City for one (1) year after being issued the license and (2) the license is at that time in good standing.

Section 2. Revocation or Suspension of License.

- A. In the event that an employee's Commercial Drivers' License ("CDL") is suspended by the State of Ohio or a court of law, or if the employee fails to renew the license before expiration, the employee shall notify the Director at once and shall not operate any vehicle for which the member is not licensed. The Director shall assign the employee to non-driving work at the probationary rate of pay of Two Dollars (\$2.00) less an hour than the employee's classification. Employee will not be eligible for any pay increases during the suspension however, will qualify for longevity. If the employee is permitted driving privileges from the court or the State for non-CDL vehicles, the employee will be eligible, at the Director's sole discretion (and subject to insurability), to drive non-CDL vehicles for City purposes. The employee shall not be entitled to overtime rotation or equalization. If non-driving work is not available, the employee will be placed on lay off as a last resort.
- B. The employee shall notify the Director of the date the employee is eligible to re-instate the CDL license and shall provide documentation of the same from the Ohio Bureau of Motor Vehicles. If the employee fails to obtain a valid CDL within one (1) week of such eligibility, the employee will be determined to have failed to meet the essential functions of the employee's classification and will be subject to lay off. If non-driving work remains available the employee will continue to be assigned to that work or on lay off until work becomes available. If the employee obtains a valid CDL before his former position has been filled the employee will be restored to the position and rate of pay held before the loss of the CDL. If the employee remains on lay off for twenty four (24) consecutive months the employee will be deemed separated from the service of the City pursuant to Article 30, Section 2A.
- C. In the event that an employee's driving record and/or accident rate, whether as an employee of the City or otherwise, is such that the insurance company insuring the City refused to insure that employee as a driver of a City vehicle, the Director shall notify the employee at once, and shall attempt to re-validate the insurance coverage for a period of fourteen (14) days. If the insurance

coverage cannot be obtained, then the Director shall take the same procedure as if the employee lost his/her license under paragraph B, above.

ARTICLE 13: DUES DEDUCTION

Section 1. Within ten (10) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues-paying members of the Union, or, as a condition of continued employment, remit to the Union a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall, within one (1) year from the date of hire, either elect to become employees of the Union or remit the fair share fee. The fair share fee amount will be certified to the City by the Union. The deduction of the fair share fee from any earnings of the employee is automatic and does not require a written authorization. The deduction of the fair share fee will not be made until the City receives written notice to begin deductions from the Controller of the Union. As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the Union.

Section 2. The Employer agrees to deduct Union dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction and pay such funds over to the Union as soon as reasonably possible with a list of employees and such pertinent information as the Union may request. The amounts deducted will be remitted to the controller of the Union. Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payments to the Union of regular dues deductions. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the City in complying with provisions of this Article.

ARTICLE 14: PROBATION PERIOD

Section 1. The probation period for new employees other than those referred in Section 2 shall be one (1) year from the date of hire. During this period, an employee may be terminated without cause if the Service Director determines that the employee is unable to perform the required work.

Section 2. If an existing employee is appointed to a new position, and is terminated during the probation period, such employee shall return to the employees' previous job, unless the termination was for just cause as a discipline matter. An existing employee who is selected for any bargaining unit position shall be considered to have qualified when he completes a probationary period of sixty (60) workdays.

ARTICLE 15: VACATION

Section 1. (A) Annually, each employee in active pay status shall receive paid vacation on an accrual basis based on the following schedule on a pro rata basis equally throughout the year:

<u>Years of Continuous Service</u>	<u>Annual Vacation Allotment</u>	<u>Accrual by Pay Period</u>
One (1) year	80 hours	3.08 hours per pay
Six (6) years	120 hours	4.62 hours per pay
Ten (10) years	160 hours	6.16 hours per pay
Seventeen (17) years	200 hours	7.7 hours per pay

Employees must use vacation time at a minimum of one (1) hour, but may use additional vacation time in fifteen (15) minute increments.

At the year end, any adjustment required due to rounding will be performed to insure that the total hours accrued in the year equal the appropriate annual allotment.

(B) Employees in active pay status may either cash out unused vacation hours at the end of the year only or may carry forward an amount of unused vacation time not to exceed one and one-half (1.5) times their annual allotment.

Section 2. Scheduling. Vacation shall be scheduled by the Service Director, but employees can select vacation time based upon seniority and shall request vacation time no later than 7:15 A.M. prior to the commencement of the shift(s) for which the employee is requesting vacation. Provided, however, an employee must use vacation leave in a minimum increment of one (1) hour, subject to the approval of the Service Director. City shall post monthly a list of available accrued vacation time for all Service Department employees.

Section 3. Restricted Periods.

Employees shall be scheduled for vacation leave as follows:

Six (6) employees shall be allowed to be on vacation at one time during the months of April, May, and September.

Seven (7) employees shall be allowed to be on vacation at one time during the months of June, July, and August.

(5) Employees during October.

Three (3) employees during November, December, January, February and March.

For the purpose of this section only, "employees" shall mean all individuals other than those classified as Mechanics, HVAC or Janitors.

Additionally, while the aforementioned numbers represent the "guaranteed" number of individuals allowed off on vacation, the Employer may elect to exceed those figures if the circumstances warrant. However, the employer's denial of vacation to an individual that would exceed the number listed is not subject to the grievance procedure.

Mechanics and HVAC shall be granted vacation at the employer's discretion. However, the employer shall not unreasonably deny any request from these individuals. Any denial of vacation for Mechanics/HVAC may be subject to the grievance procedure.

ARTICLE 16: HOLIDAYS AND PERSONAL DAYS

Section 1. Eligibility for "personal days" becomes effective after ninety (90) days of employment. Thereafter, each member of the bargaining unit shall be entitled to three (3) personal days annually, on a day to be selected by the member and approved by the Director, but not during the Restricted Periods listed in Article 15, Section 3. Personal days may be used for any purpose, including a verified family or personal emergency. Employees must use personal time at a minimum of one (1) hour, but may use additional personal time in fifteen (15) minute increments.

Each employee shall be entitled to the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Effective 2002, each employee shall be entitled to receive the day after Thanksgiving as an additional holiday. To earn holiday pay, an employee must have worked the full day before and the day after the holiday, unless an absence is excused for illness, personal leave, bereavement leave or vacation. Personal days shall be prorated during the first and last years of employment.

Section 2. In the event of an emergency, the City has the authority to suspend, postpone, or cancel vacation days or personal days off to meet management needs.

Section 3. Employees shall be given credit, for purposes of calculating vacation time only, for up to three (3) years of prior public service, including prior time with the City of Beachwood. Employees claiming such prior public service credit shall notify the City within ninety (90) days of the date of hire. Existing employees shall have until March 31, 2008 to notify the City of such prior public service. There shall be no retroactive adjustment for existing employees. Prior to receiving any credit for prior service time, such time must be verified by previous employers. Such verification must be in writing from an individual with fiduciary responsibility in the verifying agency, subdivision or municipality. In the absence of verification from the previous employer, the City may accept a copy of an individual's annual statement from PERS.

ARTICLE 17: MEDICAL BENEFITS

Section 1. Effective January 1, 2015 Members of the Bargaining Unit shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A. Employees may select from a Health Savings Account Option, a Health Reimbursement Account Option, or remain on the City's current Super Med Plus Plan with the current deductibles, co-insurance, and co-pays. All Bargaining Unit members will be required to contribute 15% of the premium cost toward their health care. The City will maintain an IRS §125 Plan (premium only plan) to make employees contributions pre-tax. Prior to January 1, 2015 the City's current coverage and benefits will remain unchanged.

Section 2. Under the Health Savings Account Option the City will contribute annually to the members Health Savings Account \$1,900.00 for Individual Coverage and

\$3,800.00 for Family Coverage to help offset the deductibles of \$2,600.00 per individual and \$5,200.00 per family. Once the money is deposited in this account the money belongs to the employee. Should an employee go from family coverage to individual coverage during the year the city cannot reclaim money already provided to the member. If an employee is hired or increases coverage during the year the City will deposit funds or additional funds at the following percentages, 100% if in the first quarter, 75% in the second quarter, 50% in the third quarter, and 25% in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during the year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on IRS limitations. In addition to the amount funded by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City being able to deposit funds. The City will arrange for PNC Bank to come to the City to assist employees with opening this account. PNC Bank has an arrangement with Medical Mutual to provide this account without an account fee (checks and other items may have a cost). However, employee are not required to use PNC Bank and are free to use any bank they desire, however they must provide that banking information to the City.

Section 3. The Health Reimbursement Account is only recommended if the member does not qualify for a Health Savings Account under IRS rules; the City's consultant will work with members with special circumstances that may disqualify them from having a Health Savings Account. Under the Health Reimbursement Account the deductibles are \$2,500.00 per individual and \$5,000.00 per family. However, the City will reimburse the member up to \$1,800.00 per individual and \$3,600.00 per family for cost incurred.

Section 4. For members electing either the Health Savings Account or Health Reimbursement Account Option the City will provide a monthly "Health Care Allowance" to help offset premium and deductible cost in excess of the amounts provided by the city as mentioned above. The monthly amounts will be provided in the first in second pay check received each month at one-half the month amount shown below based on the member's coverage level:

	<u>Monthly</u>	<u>Annual</u>
Single	\$144.00	\$1,728.00
Employee + Spouse	\$287.00	\$3,444.00
Employee + Child	\$236.00	\$2,832.00
Employee + Children	\$266.00	\$3,192.00
Family, 1 Child	\$325.00	\$3,900.00
Family, multiple children	\$374.00	\$4,488.00

Should a member elect to remain on the City's current plan they the amount of their "Health Care Allowance" will be:

	<u>Monthly</u>	<u>Annual</u>
Single	\$101.00	\$1,212.00
Employee + Spouse	\$201.00	\$2,412.00
Employee + Child	\$141.00	\$1,692.00
Employee + Children	\$177.00	\$2,124.00
Family, 1 Child	\$247.00	\$2,964.00
Family, multiple children	\$305.00	\$3,660.00

If an individual is hired or an employee changes the number of individual covered by their Plan during the year, the employee shall begin receiving the Health Care Allowance the employee is entitled to receive in the employee's first pay after beginning employment or notifying the City of the changes to the Plan.

Allowance amounts are based upon the employee and family members on the Plan, excluding adult age dependents age 23 or older. For example, employee and spouse with one child under 23 will receive \$325 per month (\$247 under current plan), or with one child 23 or older will receive \$287 per month (\$201 under current plan).

Section 5. Supplemental Health Care Allowance. In the event that after January 1st an individual is hired or an employee adds dependent coverage and either incurs a loss in excess of the amount the City contributed to their H.S.A. or provided to the employee as part of their Health Care Allowance, may be eligible for a Supplemental Health Care Allowance up to the maximum amount of their "in network" out of pocket costs upon proper verification of the expense and approval of the City.

Section 6. Effective January 1, 2015 the City will no longer offer a Flexible Spending Account. The City will amend its current FSA plan document to discontinue the 2.5 month rollover for 2014. A few days prior to January 1, 2015 the debit cards will be shut off, however if you incur a cost prior to January 1, 2015 you will still have 60 days to submit a claim for reimbursement to Flex Save. If funds are not used within this time period, funds will revert back to the City.

Section 7. The City shall provide \$10,000 group term life insurance per employee.

ARTICLE 18: P.E.R.S.; SALARY REDUCTION

Section 1. Pension. Pension benefits are established under the laws of the State of Ohio. The City will maintain a "Salary Reduction" plan to permit a reduction in wages so

that the City will pay the employees' contribution to P.E.R.S. The plan shall not create any additional costs to the City other than administrative costs.

Section 2. Pension Contribution Protection. In the event that the State increases the employee share of pension contributions and at the same time reduces the City's contribution, the City will make a onetime increase of the employee's wages by the same percentage as the change made by the State, effective as of the date of the change in State law. However, no adjustment will be made to offset an increase in the employee's contribution not offset by a corresponding reduction in the City contribution.

ARTICLE 19: UNIFORMS AND EQUIPMENT

Employees in the Service Department shall receive and be held responsible to wear eleven (11) uniform sets (pants and long or short sleeve shirts, 3 sweat shirts, and 5 tee shirts) per year. Also, a winter coat, winter coveralls as part of the uniform provided by the City, summer hat and gloves shall be provided as directed by the Service Director and approved by the Mayor, to be supplied by the City at its costs. Winter uniforms shall be provided in the first week of November, and summer uniforms shall be provided in the first week of April. Such uniforms shall remain the property of the City and are not to be used when not on duty. The uniform appropriate to the season shall be worn and visible at all times, unless a non-uniform item is approved in advance by the Service Director. Each employee is required to purchase shoes/boots to wear on the job of a type to meet City specifications and will be paid the sum of One Thousand Five Dollars (\$1,500.00) per year to be paid in twelve monthly disbursements. If the employee is requesting replacement of gloves, hats, or vests, the employee must either return the old item prior to issuance of the replacement item, or submit appropriate paperwork demonstrating why the old item cannot be returned. Employees of a subcontractor who are performing regular cleaning functions inside the City Hall complex shall be required to wear uniforms similar to those worn by Union employees who regularly work inside the City Hall complex.

ARTICLE 20: LEAVE OF ABSENCE

Each employee shall have one (1) unpaid leave of absence not to exceed six (6) months for any injury(ies) or illness(es). Such request for a (1) leave of absence and (2) to return to work shall be reasonably supported by medical evidence signed by a doctor.

ARTICLE 21: SICK LEAVE

Section 1. Sick Leave Payout. Shall accumulate at the rate of 4.6 hours for every eighty (80) hours worked per year, while in active pay status,¹ up to a maximum of one thousand five hundred (1,500) hours. At the end of the 2004 payroll year, any employee who has in excess of one thousand five hundred (1,500) hours will receive a lump sum cash payment of thirty-three and one-third percent (33-1/3%) of the hours in excess of one thousand five hundred (1,500) hours. Such payment will be made in the first pay period in 2005. Subsequently, on an annual basis, any employee who has in excess of one thousand five hundred (1,500) hours at the end of each payroll year shall be entitled to convert thirty-three and one-third percent (33-1/3%) of the excess hours into a lump sum cash payment. Any excess will be converted into a lump sum cash payment with the first pay of the subsequent year. Conversion of thirty-three and one-third percent (33-1/3%) sick leave to a lump sum cash payment shall terminate any right to any future payment for all sick leave so converted. Upon death or retirement, or if an employee becomes totally disabled, he/she (or his/her estate) shall be entitled to convert fifty percent (50%) of the accumulated but unused sick leave into a lump sum cash payment. Retirement shall be defined to mean eligibility for and receiving retirement benefits from the Public Employees Retirement System of Ohio.

Section 2. Doctor's Report. A doctor's report signed by a physician or dentist shall be presented to the Service Director by an employee missing more than three (3) consecutive days from work for accident or illness, setting forth the conditions which prevented the employee from working, prior to resuming work. Provided, however, if an employee abuses sick leave, i.e. is absent in a manner to establish a pattern, takes sick leave in excess of eighty (80) hours on a single day or hourly basis, he/she shall be subject to being required to bring in a doctor's note on any subsequent absence for a period of twelve (12) months. Eighty (80) hours on a single day or hourly basis will mean sick leave hours will be counted against the employee, for the purpose of sick leave abuse, only when a full day or less is

¹ Active pay status occurs when an employee has worked one (1) or more days in a pay period or has requested use of approved leave hours supported by sufficient balances for one (1) or more days in the pay period. An inactive pay status may result from absences arising from claims allowed for workers' compensation, approved administrative leave or leaves without pay.

taken off. When more than one (1) consecutive day is used, no time will be counted towards the employee's 80-hours.

Examples:

Employee leaves three (3) hours early -	3 hours counted against employee
Call off sick one (1) day -	8 hours counted against employee
Leave at noon, call-off next day -	0 hours counted against employee
Call off two (2) consecutive days -	0 hours counted against employee

Any sick leave used supported by a doctor's note will not be counted towards the eighty (80) hours entitlement or used to establish a pattern. The period of twelve (12) months will run from the date the employee is officially notified by the Service Director and/or his designee until the same day the following year. Sick time shall be taken in increments of not less than fifteen (15) minutes. Employees must use sick time at a minimum of one (1) hour, but may use additional sick time in fifteen (15) minute increments.

Any employee who calls off work in the morning with a doctor's appointment scheduled for the same day must bring a doctor's note when returning to work verifying the visit.

ARTICLE 22: INJURY LEAVE

Each full-time employee who has a valid workers' compensation related injury shall be entitled to a total of sixty (60) work days of injury leave with pay and other benefits resulting from an incident causing an injury(ies) in the course of or arising out of the employee's employment with the City.

1. "Injury leave" shall not be deducted from sick leave but must be used within nine (9) months of the injury.
2. An injury in the course of or arising out of the employee's employment with the City must be reported in writing to the Service Director or Assistant Service Director on the day the injury occurs.
3. The City may require authorization to return to work by a physician approved by the City prior to the employees return to work.

4. The City and the Union shall agree upon a transitional work program to encourage employees injured in the course of their employment with the City to return to work as quickly as possible, subject to appropriate limitations

ARTICLE 23: BEREAVEMENT LEAVE

Each full-time employee shall be entitled to an excused absence from work due to the death of a spouse, child, stepchild, grandchild, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, grandparent, or aunts and uncles for a period not to exceed three (3) days. Appropriate documentation shall be provided to support the request for paid leave. Additionally, an employee may take up to two (2) non-paid days off for a verified out of state funeral.

ARTICLE 24: MILITARY LEAVE

Any person who is a reserve member of the armed forces of the United States called for temporary duty shall be granted a leave of absence not to exceed fifteen (15) days in any calendar year, without pay, but otherwise in accordance with Section 5903.061 O.R.C., and a leave of absence not to exceed thirty one (31) days in one (1) calendar year if called to duty in the Ohio National Guard, Ohio Military Reserve or Ohio Naval Militia, without pay. Military leave shall be provided as set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Section 4301, and other provisions of State and Federal law. While an employee is on active military service, the City shall reimburse the employee for the actual cost of the medical coverage elected by the employee and his/her dependents pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee returning from active military service shall be entitled to ten (10) days paid administrative leave after his/her return from military service before he/she is required to return to work.

Employees on active military service shall not be entitled to any compensation or benefits from the City except as set forth in this Article 24.

ARTICLE 25: COMMUNICATIONS

All communications between the Union and the City must be initiated through the Service Director, unless a City policy specifies otherwise (i.e., the harassment policy).

ARTICLE 26: CELL PHONES

Limited use of personal cell phones while on City time is permitted, provided that cell phones may not be used while the employee is driving a City vehicle or operating City equipment, and use of the cell phone shall be limited so as not to cause a work stoppage.

ARTICLE 27: UNFAIR LABOR PRACTICE

Governed under the laws and regulations of the State of Ohio.

ARTICLE 28: PERSONNEL FILES AND POLICY

Section 1. The City maintains individual personnel files and an employee may be permitted to review his/her file not more than twice a year with at least a three (3) day written request, or in direct response to a pending grievance.

Section 2. Should an employee upon review of the personnel file discover material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

ARTICLE 29: LEGALITY

It is the intent of the City and the Union that this Agreement comply, in every respect, with applicable legal statutes, existing Charter requirements, governmental regulations which have the effect of law, and judicial decisions. If it is determined by proper authority that any provision of this Agreement is in conflict with law, that provision shall be null and void. In the event that a court of competent jurisdiction determines that S.B. 133 is not mandated against a Charter municipality, in whole or part, then this Agreement is amended to conform to law, but either party with ninety (90) days, may request the other

party to meet and consider alternate provisions, if any, to accomplish the spirit and intent of this Agreement. The City agrees that a Charter amendment enacted during the term of this contract shall not have the effect of amending or voiding any provision herein.

ARTICLE 30: SENIORITY

Section 1. Seniority shall be an employee's uninterrupted length of continuous service with the City commencing with the employee's successful completion of the probationary period. Any employee serving his/her probation as of October 1, 2014 will not begin accumulating seniority until the successful completion thereof. Students and summer employees have no seniority or seniority rights. Part-time employees shall have seniority rights only as against other part-time employees. Non-probationary full-time employees shall have seniority rights as against other non-probationary full-time employees and as against part-time employees

Section 2. Continuous service and seniority shall be broken when an employee:

- A. resigns;
- B. is discharged;
- C. is laid off for a period of twenty four (24) months;
- D. fails to report to work within seven (7) working days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician; in that event the employee shall remain eligible for recall for six (6) additional months.

Section 3. The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the Agreement and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department, date of hire, and designation as to full-time or part-time status for each employee. The City shall provide the Union's Business Agent and Chief Steward with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

ARTICLE 31: LAYOFFS

Section 1. Whenever it is necessary for the City to reduce its forces due to lack of work or lack of funds, the employees will be laid off in the following order:

- a. students;
- b. regular full-time employees who have not completed their probationary period;
- c. part-time and seasonal or temporary employees;
- d. regular full-time employees within the classification affected who have completed their probationary period.

Section 2. Regular full-time employees shall be laid off on the basis of their seniority within their classification. When the seniority of two (2) or more employees is equal, employees shall be laid off by the drawing of lots. In the event an employee cannot hold in his present classification, he shall have the right to "bump" an employee with lesser seniority provided the employee has the immediate ability to perform the work.

Section 3. In the event an employee is laid off, he shall receive payment on a prorated basis for any earned but unused vacation and personal holidays not later than the second regular pay day after the layoff.

ARTICLE 32: RECALL FROM LAYOFF

Employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff will be given ten (10) working days' notice of recall from the date the employee receives notice of the recall. Recall notices shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the City's records. In the event a job opening occurs in a lower-rated classification, the most senior employee on layoff will be recalled and given the option of accepting the job or not, provided he has the immediate ability and qualifications to perform the work in question. If the employee accepts the job opening, he will have the right to claim his original classification in the event it becomes available within one (1) year.

ARTICLE 33: PROMOTIONS

Section 1. For the purpose of these provisions a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular job description and/or classification, a newly created job or, an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment where the City determines that job is to be filled.

Section 2. Whenever a vacancy occurs within the bargaining unit, unless the agreement permits the Service Director to appoint without posting, notice of such vacancy shall be posted on the employee bulletin board for a period of not less than five (5) consecutive working days, not including the date of posting. During the posting period, anyone within the Department or bargaining unit wishing to apply for the vacant position shall do so by submitting written application, to the Service Director. Posting shall contain the requirements as set forth in the job description/classification, shift and the rate of pay.

Section 3. All applications filed in a timely manner will be evaluated by the Service Director, Assistant Service Director and the Superintendent most closely associated to the classification of promotion within ten (10) working days. The job-vacancy shall be filled pursuant to the terms below. Employees who have bid on vacancy shall be selected according to qualifications, past performance, experience, and seniority of which none of these four measurements will be given more or less weight in the promotional process. In the event that two or more employees are evaluated as equally capable of filling the vacancy, seniority shall prevail.

By the end of the tenth working day, a notice will be posted showing the name of the applicant selected or indicating no one was selected. If no application is received or none of the applicants meet the minimum qualifications for the job, in the reasonable judgment of the Service Director, the City may fill the job by hiring a new employee.

Section 4. Should an employee fail to qualify in the reasonable judgment of the Service Director during his probationary period for a position acquired through job posting, or during this probationary period, voluntarily requests to be relieved of this job, he shall be returned to his former position. The Union shall have the right to grieve the City's decision to promote, qualify or disqualify an employee within this article.

ARTICLE 34: TEMPORARY TRANSFERS

A temporary transfer shall not exceed forty-five (45) consecutive calendar days.

ARTICLE 35: OVERTIME ASSIGNMENT AND EQUALIZATION

Section 1. The City shall be the sole judge of the necessity for overtime and overtime work shall not be refused unless an employee is unable to work due to illness or injury. All regular overtime (snowplowing is not regular overtime and shall be offered on an as needed basis) shall be offered first to full-time members from a list of employees who are qualified to perform the work in the order of seniority and by classification, then to part-time employees from a list in the order of seniority and by classification and last to persons who are not members of the Union. In offering overtime, the Service Director shall make reasonable attempts to equalize overtime, but may also consider the skill levels of the persons assigned to any overtime work.

Section 2. The City agrees to first offer overtime opportunities to full-time employees before offering the overtime opportunity to part-time employees. The City agrees to first offer additional hours to part-time employees before offering the assignment to non-bargaining unit employees.

ARTICLE 36: WORK RULES

Section 1. The Service Director may establish reasonable work rules for the operation of the Department. Prior to any new rule being promulgated, the Service Director shall send a copy to the Union. The application of a work rule may be grieved.

ARTICLE 37: JURY DUTY

Each member of the bargaining unit who is called for Jury Duty shall be permitted fourteen (14) days service per calendar year with regular pay and benefits. Leaves beyond fourteen (14) days may be accommodated through unused vacation or through an unpaid leave of absence. The member shall request to serve at times other than December 20 to March 1. The pay for jury duty shall be refunded to the City.

ARTICLE 38: UNION LEAVE

The Chief Steward of the Union may have a leave of absence not to exceed ten (10) days a calendar year to attend Union functions. During such period, no wages or other benefits shall be paid or accrue other than Medical Benefits and Longevity.

ARTICLE 39: DESIGNEES

Whenever in this contract an official of the City is mentioned, such official's designees may act on the official's behalf. Unless otherwise provided, the word "member" or "employee" means a member of the bargaining group represented by the "Union."

ARTICLE 40: BULLETIN BOARD

The City shall provide the Union with one (1) enclosed and locked bulletin board in the Service Department at a mutually agreed location. Further, the City shall provide the Union with a mail box in the City Hall.

ARTICLE 41: SUBCONTRACTING

During the period of this contract, the City agrees not to lay off any employee employed by the City on the date this Contract is signed, as a result of any subcontracting of work ordinarily performed by the Union. The City agrees to hold outside contractors working inside City Hall to the same dress code standard required of the Union Janitors.

ARTICLE 42: DURATION

This Agreement represents a complete and final understanding on all bargaining issues between the City and the Union and shall supersede previous Agreements. It shall be effective and remain in full force and effect from November 1, 2011, until October 31, 2014, thereafter in effect 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, pursuant to O.R.C. Section 4117.14. If such notice is given, negotiations shall be promptly commenced.

ARTICLE 43: CONTINUING EDUCATION

If continuing education or additional training is required by the City, the City shall pay all costs of such training and shall provide paid time for such training. If an employee desires to obtain additional training which is not required by the City, such training shall be reimbursed based upon the City's educational reimbursement policy contained in Section 2.8 of the Administrative Salary Ordinance.

WHEREFORE, this agreement shall be in full force and effect during its term and according with the provisions herein set forth.

Signed this 10th day of November, 2014, at Beachwood, Ohio. This Agreement shall be binding upon the City, its officials and their successors in office, but subject to the legislative approval of the City Council.

CITY OF BEACHWOOD, OHIO

By: Mark S. Gaden

By: Dee H. P. P. P.

By: BA

By: _____

By: _____

**NATIONAL PRODUCTION
WORKERS UNION LOCAL NO. 707**

By: John J. Ahern

By: Samuel A. J.

By: Todd E. H.

By: James M. J.

By: _____

Exhibit A

CITY OF BEACHWOOD
January 1, 2015

Health Benefits	(1)	(2)	(3)
	MMO /COSE SUPER MED PLUS	MMO /COSE SUPER MED PLUS	MMO /COSE SUPER MED PLUS
Effective Date	Proposed H.S.A 2600	Proposed H.R.A 2500	Current
	City Funds \$1,900/\$3,800	City Funds \$1,800/\$3,600	
Deductible			
Network:	\$2,600 / \$5,200	\$2,500 / \$5,000	\$200 / \$400
Non-Network:	\$5,000 / \$10,000	\$5,000 / \$10,000	\$400 / \$800
Co-Insurance			
Network:	0%	0%	10%
Non-Network:	40%	40%	20%
Out of Pocket (excludes deductible)			
Network:	N/A	N/A	\$200 / \$400
Non-Network:	\$5,000 / \$10,000	\$5,000 / \$10,000	\$500 / \$1,000
Office Visits (illness/injury)			
Network:	0% after deductible	0% after deductible	\$10
Non-Network:	40%	40%	20%
Routine Physical exam / well child visit			
Network:	covered at 100%	covered at 100%	covered at 100%
Non-Network:	40%	40%	20%
Routine Diagnostics			
Network:	covered at 100%	covered at 100%	covered at 100%
Non-Network:	40%	40%	10%
Emergency Room			
Network:	0% after deductible	0% after deductible	\$50
Non-Network:	40%	40%	\$50
Urgent Care			
Network:	0% after deductible	0% after deductible	\$10
Non-Network:	40%	40%	20%
Inpatient Coverage			
Network:	0% after deductible	0% after deductible	10%
Non-Network:	40%	40%	20%
Outpatient Surgery Hospital			
Network:	0% after deductible	0% after deductible	10%
Non-Network:	40%	40%	20%
Complex Imaging (MRI's, PET, CT Scans...)			
Network:	0% after deductible	0% after deductible	10%
Non-Network:	40%	40%	20%
Lifetime Max			
Network:	UNLIMITED	UNLIMITED	UNLIMITED
Non-Network:	UNLIMITED	UNLIMITED	UNLIMITED
Prescriptions			
Subject to Rx Deductible:	0% after deductible	0% after deductible	N/A
Pharmacy (30 day supply):			\$5 / \$15 / \$20
Mail Order (90 day supply):			\$10 / \$30 / \$40

ARBORIST/LABORER JOB DESCRIPTION

GENERAL STATEMENT OF DUTIES:

Oversees plans, directs, and organizes the Forestry Operations of the Service Department. This includes the management of all daily work. Performs all duties described in the Laborer job description. Arborists work under the direct supervision of the Superintendents.

Availability: 24 hours per day, 7 days per week.

EXAMPLES OF WORK:

- Responsible for management of storm damage crews and clean-up
- Investigates complaints from citizens regarding Forestry functions
- Consults with the public to investigate appropriate forestry work and explain the necessary course of action
- Tree Removal, pruning and maintenance
- Prepares City tree planting plans
- Maintains thorough and accurate records of all activities within the Forestry section
- Performs plant disease diagnosis
- Responsible for contributing and assisting in all other areas of the Public Service Department outside of the tree program when needed
- Performs all work required as a Laborer

PERSONAL QUALIFICATIONS:

Ability to perform heavy manual work under a variety of weather conditions, lift heavy objects, and understand simple oral instructions. Employee must have good communication skills and a good physical condition.

ACCEPTED EXPERIENCE AND TRAINING:

Certified ISA Arborist
Pesticide Applicator's License
Certified Mauget Injection
Appropriate training in Electrical Hazard in relation to trees
Completion of National Arborist Association Crew Leader Program
Completion of Arbor Master Training

Must possess a Class "A" Commercial Driver's License with the following endorsements:
Combination and Tanker

CREW LEADER JOB DESCRIPTION

GENERAL STATEMENT OF DUTIES:

The general statement of duties is to supervise and lead all laborers in the work assigned. The Crew Leader performs all work provided under the Laborer job description. Crew Leaders work under the direct supervision of Superintendents.

Availability: 24 hours per day, 7 days per week.

EXAMPLES OF WORK:

- Supervises the work of laborers who work in the Service Department
- Supervises and directs snow removal crews on all shifts
- Oversees work in progress to assure accuracy
- Makes and adjusts work assignments
- Monitors availability of equipment and materials
- Arranges for equipment maintenance
- Maintains time and material records
- Prepares simple work reports
- Performs or assists with more difficult or skilled trade jobs
- Trains and supervises subordinates
- Performs all work examples provided under the Laborer description

PERSONAL QUALIFICATIONS:

The crew leader shall possess communicative skills along with leadership qualities. It is essential that this person have the proper education and background for this purpose. This person must be willing to work long overtime hours, all shifts, including nights and weekends when necessary. They must be able to fill in during the absence of a superintendent. This person shall assist the Superintendents with the daily, nightly and weekend operations of the Service Department. Therefore, it is imperative that this employee fully understand all of the operations and equipment in order to demonstrate their uses to his/her employees.

This job requires knowledge of all operations and functions of the Service Department. Candidate must have the ability to assign, supervise, and demonstrate all operations and functions of the Service Department, especially snow removal, to those employees under his charge. Ability to perform heavy manual work under a variety of weather conditions, lift heavy objects, and understand simple oral instructions.

ACCEPTED EXPERIENCE AND TRAINING:

Applicant must possess and maintain a valid Class "A" Commercial Driver's License with the following endorsements: Combination and Tanker

JANITOR JOB DESCRIPTION

GENERAL STATEMENT OF DUTIES:

Responsibilities include routine janitorial care of all City owned offices and buildings.

Janitors work under the direct supervision of the Superintendent of Building Maintenance.

Availability: 24 hours per day, 7 days per week.

EXAMPLES OF WORK:

- Sweep, mop, wax and buff floors
- Carpet cleaning
- Wash windows, walls and coving
- Dust woodwork, office furniture and other items
- Collect and dispose of rubbish
- Clean restrooms and replenish supplies
- Clean kitchen and dining areas
- Shovel snow from sidewalks and steps

PERSONAL QUALIFICATIONS:

Ability to perform heavy manual work under a variety of weather conditions, lift heavy objects, and understand simple oral instructions. Employee must have good communication skills and a good physical condition. Has the ability to understand and follow instructions.

ACCEPTED EXPERIENCE AND TRAINING:

Has knowledge of building cleaning practices and of cleaning supplies, equipment, and the ability to use them economically and efficiently.

H.V.A.C. TECHNICIAN/MAINTENANCE JOB DESCRIPTION

GENERAL STATEMENT OF DUTIES:

Performs all required maintenance, installation, repair and modifications to all City owned H.V.A.C. equipment, as needed. Performs general maintenance in and around all City owned buildings. Employee works under the direct supervision of the superintendent of Building Maintenance.

H.V.A.C. Technicians work under the direct supervision of the Superintendent of Building Maintenance.

Availability: 24 hours per day, 7 days per week.

EXAMPLES OF WORK:

- Installation of H.V.A.C equipment
- Maintenance and repair of H.V.A.C.
- Have ability to keep accurate records.
- General building, mechanical, and utility maintenance

PERSONAL QUALIFICATIONS:

Ability to perform heavy manual work under a variety of weather conditions, lift heavy objects, and understand simple oral instructions. Employee must have good communication skills and a good physical condition.

ACCEPTED EXPERIENCE AND TRAINING:

Mechanical background and experience in welding electrical, painting, plumbing, carpentry, hydraulics, and pneumatics. Experience with reading blueprints and five years' experience in H.V.A.C. field is required.

LABORER JOB DESCRIPTION

GENERAL STATEMENT OF DUTIES:

Performs general unskilled manual work, does related work, as required. Also, performs some semi-skilled manual tasks, as needed. Has ability to operate all City equipment such as trucks, front end loaders and sewer equipment.

This is mainly routine work consisting of unskilled manual tasks. The duties require ability to do heavy physical labor efficiently. A Laborer works under the immediate supervision of a Crew Leader or Superintendent who lays out the details of each specific assignment and constantly checks the work in progress and upon completion.

Availability: 24 hours per day, 7 days per week.

EXAMPLES OF WORK:

- General landscaping
- Rubbish collection
- Street sweeping
- Snow removal from streets, sidewalks, and parking lots
- Tree removal and maintenance
- Brush collection
- Sewer maintenance and repair
- Road repair
- Sidewalk replacement
- Leaf collection

PERSONAL QUALIFICATIONS:

Ability to perform heavy manual work under a variety of weather conditions, lift heavy objects, and understand simple oral instructions. Employee must have good communication skills and a good physical condition.

ACCEPTED EXPERIENCE AND TRAINING:

Some experience in heavy labor is preferred. The ability to read and write is required. Class "A" Commercial Driver's License with Combination and Tanker endorsements must be maintained.

MECHANIC JOB DESCRIPTION

GENERAL STATEMENT OF DUTIES:

Performs the daily mechanical repairs of all City owned vehicles and equipment.

Mechanics work under the direct supervision of the Superintendent of Vehicle Maintenance.

Availability: 24 hours per day, 7 days per week.

EXAMPLES OF WORK:

- Write and maintain time and material records and work orders
- Heavy duty truck maintenance and repair
- Heavy equipment maintenance and repair
- Light truck and car maintenance and repair
- Small equipment maintenance and repair

PERSONAL QUALIFICATIONS:

Has the ability to work with and assist other mechanics. Ability to perform heavy manual work under a variety of weather conditions, lift heavy objects, and understand simple oral instructions. Employee must have good communication skills and a good physical condition.

ACCEPTED EXPERIENCE AND TRAINING:

Have ASE certification of MASTER MEDIUM/HEAVY DUTY TRUCK TECHNICIAN, or equivalent work experience.

Must have two (2) years of commercial experience with diesel engines, gasoline engines, air brakes and air brake systems, hydraulic systems and components, heavy road equipment small engines.

Must possess Class A commercial driver's license with the following endorsements:

Combination vehicles

Tanker

SIGN SHOP/LABORER JOB DESCRIPTION

GENERAL STATEMENT OF DUTIES:

Responsible for overseeing all aspects of the Sign Shop and all related areas that pertain to the City's Sign Program. Performs all duties described by the Laborer job description.

Sign Shop Laborers work under the direct supervision of the Superintendents.

Availability: 24 hours per day, 7 days per week.

EXAMPLES OF WORK:

- Responsible for design, installation and maintenance of all signs throughout the City
- Review Sign Shop inventory and is responsible for the ordering of all sign materials throughout the year to ensure stock availability
- Responsible for the City's flag program and any special
- Schedule all utility locating work (O.U.P.S.) that is related to the installation of City's signs to ensure safety on the job site
- Design and installation of City decals on all vehicles and equipment
- Perform all duties associated with that of the Laborer description

PERSONAL QUALIFICATIONS:

Ability to perform heavy manual work under a variety of weather conditions, lift heavy objects, and understand simple oral instructions. Employee must have good communication skills and a good physical condition.

ACCEPTED EXPERIENCE AND TRAINING:

Must have working knowledge of the City's Flexi-sign software, applications, and sign making equipment.

Must have experience working with the Police Department assigned "Traffic Officer" to ensure compliant signage.

Some experience in heavy labor is preferred. The ability to read and write is required. Class "A" Commercial Driver's license must be maintained.