



03-05-15  
14-MED-02-0119  
0547-05  
K32010

**AGREEMENT**

**BETWEEN**

**CITY OF UNIVERSITY HEIGHTS**

**AND**

**NATIONAL PRODUCTION WORKERS, LOCAL 707  
(Service Employees)**

**Effective June 30, 2014, through June 30, 2017**

**TABLE OF CONTENTS**

	<b><u>PAGE NO.</u></b>
ARTICLE I	PREAMBLE..... 1
ARTICLE II	PURPOSE AND INTENT..... 1
ARTICLE III	RECOGNITION..... 2
ARTICLE IV	UNION REPRESENTATION AND VISITATION..... 3
ARTICLE V	NON-DISCRIMINATION..... 4
ARTICLE VI	CHECKOFF..... 4
ARTICLE VII	AGENCY SHOP - DUES DEDUCTION..... 5
ARTICLE VIII	EMPLOYEE RIGHTS..... 7
ARTICLE IX	UNION RIGHTS..... 8
ARTICLE X	MANAGEMENT RIGHTS..... 8
ARTICLE XI	NO STRIKE/NO LOCKOUT..... 10
ARTICLE XII	WORK BY NON-BARGAINING UNIT EMPLOYEES..... 11
ARTICLE XIII	HOURS OF WORK AND OVERTIME..... 11
ARTICLE XIV	SALARIES AND OTHER COMPENSATION..... 15
ARTICLE XV	UNIFORMS..... 18
ARTICLE XVI	HOLIDAYS..... 19
ARTICLE XVII	VACATIONS..... 20
ARTICLE XVIII	HOSPITALIZATION..... 22
ARTICLE XIX	LEAVES OF ABSENCE..... 26
ARTICLE XX	SENIORITY..... 31
ARTICLE XXI	PROMOTIONS AND JOB POSTING..... 33
ARTICLE XXII	DISCIPLINE..... 34
ARTICLE XXIII	GRIEVANCE PROCEDURE..... 35
ARTICLE XXIV	MISCELLANEOUS..... 38
ARTICLE XXV	COMMERCIAL DRIVERS LICENSE..... 41
ARTICLE XXVI	LABOR/MANAGEMENT COMMITTEE..... 41
ARTICLE XXVII	GENDER AND PLURAL..... 42
ARTICLE XXVIII	OBLIGATION TO NEGOTIATE/WAIVER..... 42
ARTICLE XXIX	LEGALITY..... 43
ARTICLE XXX	DURATION..... 43
SIDE LETTER OF	AGREEMENT..... 45

**A G R E E M E N T**

**ARTICLE I**

**PREAMBLE**

This Agreement is hereby entered into by and between the City of University Heights, hereinafter referred to as "the Employer" or "the City," and the National Production Workers, Local 707, (Service Department Employees), hereinafter referred to as "the Union."

**ARTICLE II**

**PURPOSE AND INTENT**

In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

- (1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- (2) To promote fair and reasonable working conditions;
- (3) To promote individual efficiency and service to the Employer;
- (4) To avoid interruption or interference with the efficient operation of the Employer's business; and
- (5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE III**

**RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees in the following unit:

**Included:** All full-time Laborers, Mechanics, Class "C" Foremen, and Phone Operator.

**Excluded:** All supervisors, management level employees, confidential employees, seasonal employees, casual employees, Service Director, and all other employees.

**Section 2.** The Employer will furnish the Union with a list of all employees covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

**Section 3. Definitions.**

(a) **Full-time, regular employee** means an employee who is scheduled to work forty (40) hours per week, eighty (80) hours per pay period or any other standard workweek or pay period as adopted by Council or the employee's appointing authority. Full-time regular employees are eligible for all benefits provided by the City, including, but not limited to, vacation, sick leave, longevity, holidays, hospitalization (after ninety (90) days) and life insurance.

(b) **Regular part-time employee** means an employee whose work schedule is less than the period required for full-time employees and whose employment is on a continuing basis.

Regular part-time employees shall be eligible for sick leave in accordance with Section 11(A) of this Agreement. No other benefits are provided. Such employees are not eligible for Union membership.

(c) **Temporary employee** means an employee whose work schedule is less than the period required for full-time employees and whose employment is on a limited basis. Temporary employees shall be ineligible for City benefits. Such employees are not eligible for Union membership.

(d) **Seasonal employee** means an employee who works a specified period of time each calendar year. Seasonal employees may be full-time or part-time. Seasonal employees are ineligible for City benefits. Such employees are not eligible for Union membership.

#### **ARTICLE IV**

##### **UNION REPRESENTATION AND VISITATION**

**Section 1.** The City recognizes the right of the Union to select shift stewards. The Union will keep the City advised in writing of the names of stewards on each shift. The staff representative of the Union shall be permitted to enter the City's premises at reasonable times to conduct Union business. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt, without permission of the City, the operation of the City.

**Section 2.** There shall be only two stewards, a chief steward and one alternate. Steward(s) shall be compensated by the City for earnings lost during working hours in processing of

grievances. In the event of an alleged abuse of this provision on the part of the Union steward(s), the question may be referred to the grievance procedure with arbitration as the final step.

#### **ARTICLE V**

#### **NON-DISCRIMINATION**

Both the Employer and the Union recognize their respective responsibilities under the Federal and State Civil Rights laws, Fair Employment Practice acts, and other similar Constitutional and Statutory requirements. Therefore, both the Employer and the Union hereby reaffirm their obligations not to discriminate, in any manner, relating to employment on the basis of race, color, creed, national origin, sex or age. The male pronoun or adjective, where used herein, refers to the female also, unless otherwise indicated.

#### **ARTICLE VI**

#### **CHECKOFF**

**Section 1.** During the term of this Agreement, the Employer shall deduct initiation fees and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

**Section 2.** The initiation fees and 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.

**Section 3.** All authorized deductions will be made from the member's pay on a regular monthly basis. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

**Section 4.** The Union shall indemnify and hold the Employer and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

## **ARTICLE VII**

### **AGENCY SHOP - DUES DEDUCTION**

All employees in the bargaining unit covered by this Agreement who are members of the Union on the date this agreement is signed, and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this agreement, continue to be members of the Union effective on the first day following the satisfactory completion of a probationary period. Each employee whom the Union represents under the terms of this Agreement shall be required to either be a member of the Union or to pay a Fair Share Fee. This fee is equal to the amount of the monthly dues

required to be paid by each employee who is a member of the Union. The Fair Share Fee is required in recognition of the services of the Union to the employees in the bargaining unit and the financial support necessary to continue those services. The amount of the Fair Share Fee shall be adjusted at the time that the amount of the monthly dues is changed.

The deduction of the Fair Share Fee by a Public Employer from the payroll check of the employee, and its payment to the employee organization is automatic and does not require the written authorization of the employee, which is in accordance with Ohio Revised Code Section 4117.09(C). The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt of individual authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature, provided that:

- (1) An employee shall have the right to revoke such authorization by giving written authorization to the City and the Union at least sixty (60) days but not more than seventy-five (75) days before the termination of this Agreement, and the authorization card shall state clearly on its face the right of an employee to revoke authorization. Said Public Works employees shall automatically be placed under the Fair Share Fee provisions of this provision.
- (2) All deductions shall be made during the first pay period of each month and submitted to the Union within ten days, but no later than the 15th day following the end of the month. If an employee's pay for that period is insufficient to cover Union dues, the City will make a deduction from the pay earned during the next pay period. All additions and deletions shall be

made on the monthly billing which is sent by the Union.

- (3) The City's obligation to make deductions shall terminate automatically upon termination of employment or transfer to a job classification outside the bargaining unit.
- (4) The Union will indemnify and save the City harmless from any action growing out of deductions hereunder commenced by an employee against the City or the City and the Union jointly.

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

#### **ARTICLE VIII**

#### **EMPLOYEE RIGHTS**

The employees shall have the right to organize, form, join, or assist unions; engage in lawful concerted activities; present grievances; be represented by a union; bargain collectively; and refrain from doing so.

**ARTICLE IX**

**UNION RIGHTS**

The Union shall have the right to organize and form, engage in lawful activities, present grievances and bargain collectively.

**ARTICLE X**

**MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers and authority, including the right to determine and fulfill the mission of the City, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- A. To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;
- B. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance;
- C. To determine the size, composition, structure and adequacy of the work force;
- D. To establish and determine job qualifications and duties, and to establish the education and training requirements for the Department;
- E. To establish, modify, consolidate and abolish jobs or job classifications;

- F. To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend, and discharge employees for just cause;
- G. To subcontract or privatize work;
  - (1) The City shall have the right to privatize or subcontract services, provided that thirty (30) calendar days prior to any privatization or subcontracting the City shall meet and confer with the Union and the City will disclose the nature and costs of the proposed contract. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have ten (10) working days to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to or greater than those the City can achieve through privatization or subcontracting, the City will accept the Union's alternative.
  - (2) In the event the Union cannot successfully compete with the subcontractor, prior to any layoff, the City would submit the names of the affected employees to the subcontractor for his/her consideration. If the employee is not employed, he shall be subject to layoff.
- H. To lay off employees in the event of lack of work or lack of funds or under conditions where the City determines that the continuation of such work is unnecessary;
- I. To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- J. To determine location of facilities and to introduce new and/or improved equipment and methods;
- K. To determine the financial policies and procedures of the City including the exclusive right to allocate and expend all funds of the City;

- L. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

## ARTICLE XI

### NO STRIKE/NO LOCKOUT

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strikes, picketing, or interference of any kind at any operations of the Employer.

Section 2. Any employee who violates Section 1 of this Article shall, at the discretion of the Employer, be subject to discharge (selective or otherwise) or other disciplinary action by the Employer.

Section 3. The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference at any operations of the Employer is prohibited and is not in any way sanctioned, or approved, by the

Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

**Section 4.** The Employer shall not lock out any employee for the duration of this Agreement.

**Section 5.** Upon or after expiration or termination of this Agreement or any extensions, employees have the right to strike under Chapter 4117 of the Revised Code, provided that the employee organization has given ten (10) days' prior notice of such intent to strike to the City and the State Employment Relations Board.

## **ARTICLE XII**

### **WORK BY NON-BARGAINING UNIT EMPLOYEES**

Non-Bargaining unit employees shall not perform bargaining unit work, which may cause the layoff, demotion, downgrading of an employee in the bargaining unit; the reduction of the present work force; the avoidance of overtime payment or curtailment below the normal scheduled forty (40) hour workweek; or to prevent the return to work of an available, competent bargaining unit employee for the duration of this Contract, provided that bargaining unit employees are available to perform such work.

## **ARTICLE XIII**

### **HOURS OF WORK AND OVERTIME**

**Section 1.** The workweek is forty (40) hours, the workday is eight (8) hours, and the work year is 2,080 hours.

**Section 2.** (A) The Employer shall be the sole judge of the necessity for overtime, and all assigned overtime must be worked.

Provided, that no employee shall be required to work, on a regular basis, beyond fourteen (14) consecutive hours. Overtime work shall be compensated only when authorized by the Service Director or his designee, who shall certify such authorization to the Director of Finance.

(B) The City shall ask the senior qualified employee in the classification to work overtime but shall require the junior qualified employee to perform the overtime work. The City shall have the right to ask employees in other classifications before requiring the junior qualified employee to perform overtime work.

(C) The City shall rotate regular overtime opportunities among qualified employees in the classification. If there are no qualified employees available to perform the work, the City may utilize any qualified employee to perform the work. No employee shall leave an overtime emergency job uncompleted unless authorized to do so by an immediate supervisor.

All employees shall receive a minimum of eight (8) hours off for proper rest at the end of any scheduled work period extended beyond eleven (11) hours. In order to achieve a minimum eight hours off at the end of any work period extended beyond eleven (11) hours and returning to work for the next scheduled work day/shift, employees with available compensatory time hours may utilize such time as exigent time off without the necessity of complying with the contractual 48 hours notification provision of Section 7 of this Article. In the event the employee does not have available compensatory time,

the employee may utilize available vacation leave, or personal leave in order to obtain the minimum eight hours off at the end of a work day.

(D) The City shall maintain an overtime roster which shall be available, upon written request, for inspection by the Union steward or representative.

**Section 3.** Base pay contemplates, on the average, five (5) days per week of eight (8) hours each. No employee shall be entitled to overtime compensation for regularly assigned days. Overtime as used herein means hours actually worked over and above forty (40) hours per week or eight (8) hours per day, including holiday and vacation time but excluding sick time, when ordered to do so by the Service Director or his designee. There shall be no adjustment for longevity from overtime compensation.

**Section 4.** The hourly overtime rate of compensation shall be calculated as follows: base salary divided by 2,080 hours, times 1.5, equals hourly overtime rate. Sick time is not included in overtime calculation.

**Section 5.** Employees shall receive the following daily duty-free breaks and wash-up periods:

- 15 minute morning break
- 10 minute lunch wash-up
- 15 minute afternoon break
- 10 minute end-of-shift wash-up.

**Section 6. Call-in Pay.** "Call-in pay" means payment at the employee's regularly hourly rate for the time any employee

is called in to work by his supervisor or department head when such employee is not regularly scheduled for work.

The City and Union agree that it is necessary for employees to be available for emergency calls. Consequently, the City will provide employees with a weekly sign-in sheet on which employees, other than those normally assigned to the job, will sign up for emergency overtime. If the employees who normally perform the work are not available, the City will call an employee on the sign-in sheet, and that employee(s) will, on an experience basis (with seniority being the deciding factor in the event of equal skill and ability), be obligated to work the emergency overtime.

Personnel in the Service Department shall be entitled to receive call-in pay for a minimum period of four (4) hours at any time they are called in to work by their supervisor or department head and, in fact, work less than three (3) hours. Call-in for "salt" shall be considered as part of emergency call-in. When determining overtime compensation for call-in pay, overtime shall be paid on the basis of hours actually worked in excess of eight (8) hours in a workday or after working forty (40) hours in a workweek and not on the basis of hours paid.

**Section 7. Compensatory Time.** Employees who work overtime authorized by the City may elect to receive compensatory time in lieu of overtime pay according to the provisions of this Section. Hours of overtime worked will be converted to compensatory time at a rate of one and one-half (1½) hours of

compensatory time for every hour of overtime worked (Example: one (1) hour of overtime worked equals one and one-half (1½) hours of accrued compensatory time). Employees may accrue up to sixteen (16) hours of compensatory time at any given time.

Employees may use compensatory time by submitting a request to the City no fewer than forty-eight (48) hours prior to the date and time of the requested use. Approval of compensatory time is subject to the operational needs of the City, but will not be unreasonably withheld.

Employees may request cash payment for some or all of their accrued but unused compensatory time once each calendar year. Employees requesting cash payment must submit a written request to the City identifying the hours of compensatory time for which they are requesting payment. Such requests must be submitted on or before the first day of November in any calendar year. The City will make cash payment of compensatory time per employee requests with the first regular pay in December of each calendar year.

#### **ARTICLE XIV**

#### **SALARIES AND OTHER COMPENSATION**

**Section 1. Annual Base Pay.** Annual base pay will remain as set forth below for the duration of this Agreement.

#### **Annual Compensation**

Effective July 1, 2014 through June 30, 2015

Title	0-12 months	13-24 months	25-36 months
Mechanic	\$29.89	\$31.60	\$33.27
Asst. Mechanic	\$22.52	\$24.24	\$25.91
Foreman "C"	\$21.75	\$23.46	\$25.15

Laborer	\$20.55	\$22.24	\$23.91
Phone Operator	\$19.57	no time variations	

Effective July 1, 2015 through June 30, 2016

Title	0-12 months	13-24 months	25-36 months
Mechanic	\$30.34	\$32.07	\$33.77
Asst. Mechanic	\$22.86	\$24.60	\$26.30
Foreman "C"	\$22.09	\$23.81	\$25.53
Laborer	\$20.86	\$22.57	\$24.27
Phone Operator	\$19.86	no time variations	

Effective July 1, 2016 through June 30, 2017

Title	0-12 months	13-24 months	25-36 months
Mechanic	\$30.80	\$32.55	\$34.28
Asst. Mechanic	\$23.20	\$24.97	\$26.69
Foreman "C"	\$22.42	\$24.17	\$25.91
Laborer	\$21.17	\$22.91	\$24.63
Phone Operator	\$20.16	no time variations	

**\* Provided that the City has the right to move an employee through the progression faster than the progression set forth above.**

**Section 2. Job classifications.** The establishment of job classifications is solely for the purpose of providing a regular and orderly system of compensation, and under no circumstances shall there be any restrictions on job contents and/or assignments. Further, employees must perform all temporarily assigned work. During the term of this Agreement, the City will maintain one (1) Foreman "C" position. Further, in the event the Service Director, the Assistant Service Director and Foreman "C" are unavailable to address a Service Department response or call-in during an emergency or unforeseen circumstance. The City reserve the right to appoint a Laborer as a Foreman "C" at its discretion to perform such duties of the Foreman "C" position.

**Section 3. Adjustment for Longevity.** Every employee's base pay shall be increased from and after the completion of five (5) years of continuous employment and service by the following amount:

<b><u>AFTER YEAR OF EMPLOYMENT</u></b>	<b><u>INCREASE</u></b>
5	\$.40 per hour
10	\$.50 per hour
15	\$.60 per hour
20	\$.70 per hour
25	\$.80 per hour

This adjustment shall be computed based on the original date of hire and shall be paid annually no later than December 15 of each year. No pay other than base pay shall be adjusted for longevity.

**Section 4. Payroll Computation.** The Director of Finance is authorized to change any amounts specified in this Agreement to the nearest number of dollars and cents evenly divisible by the number of pay periods in the Employer's fiscal year, currently twenty-six (26). In no event shall the Director of Finance make payments pursuant to this Agreement, less often than monthly, nor shall wages be withheld for longer than ten (10) days after the close of the period for which wages are payable.

**Section 5. Deferred Compensation.** Employees who wish to participate in a Deferred Compensation Plan shall execute an authorization directed to the Finance Department for payroll deduction acknowledging therein that their participation and the

selection of the plan is based solely upon his or her own choice and may be terminated at will, and further acknowledging that the City of University Heights has not evaluated or approved such plan nor is the City of University Heights in control of the management, administration, accounting or investment practices and policies relating to any such plan, nor with regard to counseling any participant with regard to the interpretation of or actions pursuant to any such plan.

**Section 6.** All employees who are required to secure and maintain a CDL license shall receive a pre-tax additional annual compensation of \$750.00 in the first and second years of the Agreement and \$1,000 in the third year of the Agreement. This additional compensation shall be paid in the last pay period in July each year.

## **ARTICLE XV**

### **UNIFORMS**

(A) To the extent that the City provides uniforms for bargaining unit members during the term of this Agreement, the City reserves the right to establish reasonable policies governing the wearing and use of these uniforms and to enforce said policies. Any requirement for additional uniform items, protective clothing or safety equipment will be discussed with the Union representatives through the Labor/Management Committee before the requirement is enacted.

(B) The City will make a cash payment of five hundred thirty dollars (\$530.00) annually which includes \$480.00 for a shoe allowance and \$50 for a glove allowance. Employees will

receive a check in the net amount of five hundred thirty dollars (\$530.00) after deduction of City and Medicare taxes during the first pay in July of each calendar year.

(C) The City will provide employees with a winter jacket. Further, the City and Union will mutually agree on the appropriate rain gear to be worn by employees and will provide such rain gear to those employees who have a need for such clothing.

## ARTICLE XVI

### HOLIDAYS

**Section 1.** Each employee shall be entitled to eleven (11) paid holidays (88 hours) per calendar year as follows:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Two (2) Personal days subject to the operational needs of the department and with the Service Director's approval.

**Section 2.** If any day designated above as a legal holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday; if on a Sunday, the following Monday shall be observed.

**Section 3.** Personal holidays shall be prorated for all new full-time permanent hires on a semi-annual basis January 1<sup>st</sup> and

June 30<sup>th</sup>. Employees hired after January 1<sup>st</sup> shall receive one (1) day on June 30<sup>th</sup>.

**Section 4.** Employees who are mandated to work on New Year's Day, Thanksgiving and/or Christmas Day shall receive double time. Regardless of such additional compensation, employees who work on New Year's Day, Thanksgiving and/or Christmas Day will still be entitled to the eleven paid holidays referred to in Section 1.

## **ARTICLE XVII**

### **VACATIONS**

**Section 1.** Each full-time employee of the Employer shall be entitled to annual vacation with pay on the following basis:

- (A) During the first calendar year (January 1 - December 31) in which the employee is employed on a full-time basis, no vacation time off is provided.
- (B) During the second and each subsequent calendar year in which the employee is employed, he shall be entitled to two (2) normal workweeks (80 hours) of a vacation if he shall have completed one (1) full year of employment on or prior to June 30 of that year; otherwise, the employee shall be entitled to one (1) normal workweek (40 hours) of vacation.
- (C) In any calendar year thereafter in which the employee will have completed seven (7) continuous years of full-time employment on or prior to June 30 and in each subsequent year, the employee shall be entitled to three (3) normal workweeks (120 hours) of vacation.

(D) In any calendar year thereafter in which the employee will have completed thirteen (13) years or more of continuous service on or prior to June 30, and in each year thereafter, the employee shall be entitled to four (4) normal workweeks (160 hours) of vacation.

(E) In any calendar year thereafter in which the employee will have completed nineteen (19) years or more of continuous service on or prior to June 30, and in each year thereafter, the employee shall be entitled to five (5) normal workweeks (200 hours) of vacation.

**Section 2.** For purposes of this Article, length of service shall be determined by the date of hire of each employee. No vacation credit shall be given to any employee hired by the Employer who has previously accumulated vacation time due from another public employer.

**Section 3.** The right to schedule an employee's vacation is reserved to the City based on the operational needs of the City. Employees shall notify the City by February 1 of each year of their choice of vacation dates. The City will post the vacation schedule by March 1 of each year. Wherever possible, the City will seek to accommodate employees as to vacation dates. Any conflict in choice shall be resolved on the basis of departmental seniority. Requests for vacation changes must be made at least two (2) weeks prior to the beginning of the previously approved vacation period. The City may reschedule an employee's vacation period for operational reasons provided it

notifies the employee two (2) weeks in advance of the beginning of the employee's previously approved vacation.

**Section 4.** Vacation leave shall not be cumulative and no period during which an employee was suspended or was on leave of absence shall be computed in determining either an employee's right to a vacation or the duration of such vacation.

**Section 5.** Upon termination of employment, employees shall be paid for the current year's, annual unused vacation leave; provided, that no employee shall be entitled to any vacation or reimbursement for such unused vacation until such employee has worked six (6) months or more.

**Section 6.** Every employee shall be required to take a vacation with pay for a period determined in accordance with Section 1 of Article XI, and no additional or extra compensation shall be paid to an employee who does not take a vacation. In special and unusual cases, where limitation of the annual vacation leave to any one calendar year would work particular hardship, such leave may, in the discretion of the Mayor, be paid in cash in lieu of time off.

#### **ARTICLE XVIII**

#### **HOSPITALIZATION**

Section 1. Health and Dental Insurance. **Each employee having more than ninety (90) days of continuous service with the City shall be entitled to coverage under a group policy of health and dental insurance to be carried by the City. In addition, the City will provide a group policy. The City and the employees shall pay the premium costs associated with the**

health and dental insurance, whether individual or family plan. Employees will be required to participate in the dental program as required by the underwriter.

Section 2. (A) The City reserves the right to change carriers as long as the benefit levels remain substantially the same, which shall contain benefits no less than the following:

**All Other Expenses**

Annual Deductible	Up to \$500.00 for single coverage Up to \$1,000.00 for family coverage
Annual co-insurance	20% of first \$2,500 single; 20% of first \$5,000 family
Maximum Lifetime Benefit	\$2,500,000 or as required by law
Annual Maximum Out of Pocket Costs (annual deductible and annual Co-insurance)	\$1,000.00 single and \$2,000.00 family
Office Visit Co-Pay	Maximum of \$25.00 per visit
Emergency Room Co-Pay	Maximum of \$150.00 per visit
Urgent Care Co-Pay	Maximum of \$50.00 per visit
Prescription Drug Co-Pays	Maximum of:  Generic \$10.00 Brand/formulary \$35.00 Non-Formulary \$50.00

Emergency care is not subject to the non-network co-payment.

NOTE: The Union and City have agreed to the provision that bargaining unit employees shall receive the same benefit plan(s) and premium rates as provided to University Heights Fire Department employees.

(B) An agreement has been reached allowing the employee, at their option, to elect not to participate in the City-offered health care plan for a minimum of two years and to be compensated \$500.00 per month for family and \$250.00 per month for single for such election. Any employee electing not to participate in the City offered health plan(s) must show proof of coverage through his or her spouse or through another plan. Provided, however, employees are eligible at any time as a result of a spouse's loss of coverage to enroll in the City's plan. Further, employees may opt to enroll back into the plan during the normal open enrollment period after the two year minimum is fulfilled or unless loss of coverage is substantiated

**Section 3. Life Insurance.** The City shall provide a term life insurance policy, with a face value of \$20,000, to each employee.

**Section 4. Employee Health and Dental Insurance Premium Payment:**

Employees will contribute a percentage of the combined cost of health and dental insurance premiums for the coverage selected up to the following maximum amounts during the life of this Agreement as set forth below:

<b><u>Effective Date</u></b>	<b><u>Monthly Premium Payment</u></b>
------------------------------	---------------------------------------

November 1, 2013 until the negotiation of a successor to this agreement 9% of the combined monthly dental and group health premiums up to:

Single	\$49.57
Family	\$137.97

The employee premium contributions set forth in this Section will be by payroll deduction in equal amounts from the first two monthly pay periods.

NOTE: The Union and City have agreed to the provision that bargaining unit employees shall receive the same benefit plan(s) and premium rates as University Heights Fire Department employees.

**Section 5. - HSA/High Deductible Option**

The parties agree to meet and discuss group health coverage under a health savings account/high deductible option during the term of this Agreement.

**Section 6. - HEALTH INSURANCE COMMITTEE**

The City will convene a Health Insurance Coverage Advisory Committee ("Committee") for the purpose of reviewing the City's current health insurance coverage and considering options available for City employees in the future. The Committee's goal is to identify and recommend health insurance coverage available to the City that is both cost-effective for the City and its employees and provides benefits that best meet the employees' health insurance needs. The Committee may consider specific factors including, but not limited to, premium costs, benefits, co-payments, deductibles, out-of-pocket costs, wellness initiatives, insurer networks and co-insurance to achieve its goal. As part of its review and recommendations, the Committee may also consider options for group dental coverage, vision coverage and/or alternatives to the City's current group health insurance coverage.

Committee members will include the Finance Director, who will chair the Committee, up to two (2) employees from each of the City's collective bargaining units, up to two (2) employees from the City's unrepresented employees and up to two (2) City directors. The Mayor may attend Committee meetings at his or her discretion. The Finance Director will establish meeting times and dates and set meeting agendas with the input of Committee members. Committee meetings may include presentations

from health insurance consultants and/or insurer representatives to gather information and/or facilitate its discussions.

The Committee will meet no fewer than one hundred and twenty (120) days prior to the City's annual health insurance renewal date and as frequently thereafter as determined by the Finance Director in consultation with Committee members. No fewer than 30 days prior to the City's renewal date, the Committee will present its recommendations to the Mayor. The Mayor will consider the Committee recommendations when making a recommendation to City Council on legislation for health insurance coverage. Notwithstanding the Committee's recommendations, the City retains final authority on determining employee health insurance benefits in accordance with the express provisions of this Agreement and as otherwise required by law.

## ARTICLE XIX

### LEAVES OF ABSENCE

#### Section 1. Sick Leave.

(A) Computation of Sick Leave. Each employee of the City of University Heights shall be entitled, for each completed 80 hours of work, excluding overtime hours, to sick leave of 4.6 hours with pay.

(B) Authorized Use of Sick Leave. Employees may use sick leave, upon approval of the Service Director or his/her designee, for absence due to personal illness, paternity leave, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness or injury in the employee's immediate family. For purposes of this Section,

"immediate family" shall include the employee's spouse, children, parents, brothers and sisters, parents-in-law, son or daughter-in-law, grandparents and parent of employee's children.

(C) **Sick Leave Accumulation.** Unused sick leave shall be cumulative without limit. No accumulation credit shall be given to any employee hired by the City of University Heights who has previously accumulated sick leave due from some other public agency. An employee of the City of University Heights who leaves the employment of the Employer and is rehired within ten (10) years from the original date of termination shall be entitled to such sick leave as had been accumulated to the time of the original termination of employment, providing he has not already been paid for such accumulated sick leave.

(D) **Justification of Sick Leave.** The Service Director shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave. At the discretion of the Mayor or his/her designee, a certificate from a licensed physician may be required in advance of granting sick leave. Falsification of either a written, signed statement by the employee or a physician's certificate shall be grounds for disciplinary action, including dismissal.

(E) (1) **Cash Payment on Retirement.** At the time of retirement from active service with the City of University Heights, providing that the employee has completed ten (10) or

more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of retirement to be paid in cash at a rate of twenty-five (25) percent of the first 2,000 hours of his/her accrued but unused sick leave balance, and the remainder of the unused sick leave balance to be paid at forty (40) percent. Such payment shall be based upon the employee's base pay at the time of retirement (excluding longevity and special assignment pay) divided by 2,080 hours. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

(2) **Cash Payment on Termination of Employment.** At the time of termination of employment from the City, providing that the employee has completed ten (10) or more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of termination, to be paid in cash for accrued but unused sick leave credit, not to exceed 2,000 hours. Entitlement will be based on years of service over ten (10) completed years calculated at 1% per year. (Example: ten (10) completed years equals 10% of unused sick leave credit and fifteen (15) completed years equals 15% of unused sick leave credit.) Such payment shall be based upon the employee's base pay at the time of termination (excluding longevity and assignment pay) divided by 2,080 hours. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

(F) **Sick Leave Incentive Bonus.** During the twelve (12) month period ending December 31, employees will receive a sick leave incentive bonus as follows: (paid in cash, unless by the end of the first week in January, notification is given to the Director of Finance to take time off in hours):

<b><u>Sick Leave Used</u></b>	<b><u>Time Off Permitted</u></b>	<b><u>Pay</u></b>
0 - 8 hours	24 hours	24 hours
Greater than 8 - 16 hours	16 hours	16 hours
Greater than 16 - 24 hours	8 hours	8 hours
Greater than 24 hours	-0-	-0-

All payments under this section shall be made by the Director of Finance by the second pay period in January of the following year.

**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 in single day increments, 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.

**Section 3. Funeral Leave.** Any employee experiencing a death in the immediate family, which shall be construed to mean the spouse, child, parent, grand-child, or sibling of the employee or the parent or sibling of the spouse of the employee or immediate grandparent, shall be entitled, with prior

permission of his immediate supervisor, to three (3) consecutive days' paid leave of absence from and after the time of death. Such funeral leave shall not be considered the use of sick leave.

**Section 4. Military Leave.** Employees shall be granted leaves of absence for military duty in accordance with federal and state law.

**Section 5. Jury Duty.** An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his workdays during the period of time so served providing, that the jury duty fees, paid to the employee by the court, shall be returned to the Employer.

**Section 6. Unpaid Personal Leave.** Leaves of absence, for good reasons and without pay or other fringe benefits, may be granted at the sole discretion of the Service Director and the Mayor. The granting of unpaid personal leave shall be considered only after all available leave balances (vacation, holiday, personal days) have been exhausted. In special and unusual circumstances, unpaid personal leave may be granted, by the Mayor only, prior to the use of all accumulated leave balances.

**Section 7. Maternity Leave.** An employee who becomes pregnant shall, upon request to the Mayor, be granted leave to absent herself from work for maternity purposes. The date of departure and date of return to work shall be selected by the employee with the proper medical documentation and she shall

notify the Mayor of these dates as far in advance as practicable. The employee shall utilize any and all other accrued sick leave for maternity purposes. If agreed upon by the employee, the employee shall utilize any and all other accrued vacation leave for maternity purposes. After accrued sick leaves (and vacation leave, if applicable) are exhausted, the employee shall be placed on maternity leave of absence without pay, but retaining hospitalization benefits. The total leave for maternity purposes, where hospitalization benefits are maintained, shall not exceed twelve (12) weeks. Additional leave time, without hospitalization benefits, of one (1) month after the twelve (12) week period may be granted upon submission of documented medical proof of need to the Mayor. If an employee returns to work from such leave, she will be reimbursed for such hospitalization, less administrative costs, if any.

**Section 8.** At the request of the Union and approval of the City in advance, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment.

## **ARTICLE XX**

### **SENIORITY**

**Section 1.** Seniority for a regular full-time employee shall be that employee's length of continuous service with the Employer. For the purpose of calculating length of service, the date of an employee's service shall be counted from his date of

hire. An employee shall have no seniority during his probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

**Section 2.** Seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged;
- (c) Is laid off more than three (3) years;
- (d) Is absent without notice for three (3) consecutive workdays;
- (e) Fails to report for work when recalled from layoff within Five (5) workdays from the date on which the Employer sends or delivers the employee notice (to such employee's last known address as shown on the Employer's records);
- (f) An employee on a leave of absence for any reason of eighteen (18) months or more shall lose his/her right of recall.

**Section 3. Probationary Period.** All new employees shall be considered to be on probation for a period of one hundred and eighty (180) work days from the date of employment. The retention of a probationary employee shall be at the discretion of the Employer. An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure. If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the above probationary provisions.

**Section 4. Layoffs.** When, in the judgment of the Employer, a reduction in force is necessary, the Employer shall

determine the number of employees to be laid off. The City will lay off all regular part-time, seasonal and temporary City Service Department employees performing work of the type performed by bargaining unit members prior to laying off regular, full-time bargaining unit employees. This provision does not require the City to terminate the use of subcontractors instituted under the provisions of Article X, Section 1(G) prior to laying off regular, full-time employees. **Regular, full-time** employees shall be laid off in order of least seniority, providing the employees retained can fully perform all the duties and responsibilities of the department. Such affected employee will be allowed to bump in accordance with their seniority.

## ARTICLE XXI

### PROMOTIONS AND JOB POSTING

**Section 1.** Whenever there is a job opening in the bargaining unit covered by this Agreement, and the City determines that a permanent vacancy exists, a notice of the opening and a job bidding form will be posted for three (3) calendar days on the Service Department bulletin board. A copy of the notice and form will be sent to the Union. All employees will have the three (3) day period in which to bid for the job, by signing the bid form.

**Section 2.** All timely filed applications will be reviewed by the City. The job will be awarded within seven (7) calendar days on the basis of skill and ability to perform the work. However, if there are two or more applicants of equal skill and

ability, the employee with the most seniority will be awarded the job. At the end of the seventh (7th) day, a notice will be posted showing the name of the successful bidder. Provided, however, if there is no qualified applicant, the City may fill the job through any means, including, but not limited to, hiring a new employee.

**Section 3.** The successful bidder shall have up to a thirty (30) work day trial period to prove his/her qualifications for the job. If the successful bidder cannot perform, then he/she will be returned to his/her previous job and the City will award the job to the next qualified bidder, if any.

## **ARTICLE XXII**

### **DISCIPLINE**

**Section 1.** A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the Union.

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

**Section 3.** Any disciplinary action against a non-probationary employee shall be processed in accordance with the dispute resolution procedure in Article XXIII of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

**Section 4.** Records of disciplinary action will cease to have force and effect and will not form the basis for future disciplinary matters for purposes of progressive discipline under the following time frames:

- |                               |           |
|-------------------------------|-----------|
| (1) Verbal warnings           | 12 months |
| (2) Written warnings          | 18 months |
| (3) Suspensions and demotions | 24 months |

### **ARTICLE XXIII**

#### **GRIEVANCE PROCEDURE**

**Section 1.** It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer.

**Section 2.** A grievance is a dispute or difference between the Employer and the Union, or between the Employer and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement including all disciplinary action. A grievance may be initiated at the step in which the grievance originated. When any such grievance arises, the following procedure shall be observed:

**Step 1:** The employee and the employee's immediate supervisor shall meet to attempt to work out the grievance on an informal basis.

**Step 2:** If the grievance is not satisfactorily settled in Step 1, the employee and/or the Union may appeal the Step 1 answer to the Service Director or his

designated representative within seven (7) days after receipt of the Step 1 response. Such appeal shall be in writing and include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 decision is in error. The Service Director or his designated representative shall schedule a grievance meeting with the employee(s) and if the employee(s) so elect(s), a representative of the Union, and the Union Steward, within seven (7) days after receipt of the appeal and shall issue a written decision to the aggrieved member within seven (7) days after the end of the meeting.

**Step 3:** If the grievance is not satisfactorily settled in Step 2, the aggrieved member and/or the Union may file an appeal with the Mayor of the City or the Mayor's designated representative within seven (7) days after the receipt of the Step 2 decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the aggrieved employee(s) and/or the Union believe(s) that the Step 2 decision is in error. The Mayor or his designated representative shall reply in writing within ten (10) days thereafter.

**Section 3. Arbitration Procedure.**

(A) In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators in accordance with their rules.

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

(C) The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

(D) The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the losing party. 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.

(E) An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly base

rate for all hours during which his attendance is required by either party.

(F) The decision of the arbitrator shall be final and binding upon the parties.

**Section 4. Time Limitations.**

(A) To be considered valid, a grievance must be filed in writing within seven (7) days of the occurrence of the alleged violation of the Agreement. A grievance that is filed untimely shall be considered void.

(B) Where a grievance is originally timely filed and the Employer fails to answer it in a timely manner, then the grievance shall automatically proceed to the next step of the Grievance Procedure.

(C) Once a grievance is originally timely filed, the parties may, by agreement, extend the time in which to answer it or appeal the answer to the next step.

**Section 5.** 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 shall be final, conclusive and binding on the Employer, the Union and the employees.

**ARTICLE XXIV**

**MISCELLANEOUS**

Section 1. Reimbursement of Training Expenses. If an employee voluntarily terminates his employment with the City within one (1) year from initial date of employment, the employee will

reimburse the Employer for the cost to the Employer of all basic and special training, educational courses of study, seminars and any other related special educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the Employer.

**Section 2.** Special Pay to Employees who Retire and have Completed 25 Years of Service. Any employee who has completed twenty-five (25) years of service by December 31 of any current calendar year and who otherwise qualified for a vacation under Article XI and who remains a full-time employee through June 30 of the current calendar year shall, upon death or retirement during such current calendar year, be entitled to two (2) weeks' vacation compensation equal to eighty (80) hours computed by dividing their base annual wage by 2,080 hours. In addition, such employee shall be entitled to receive compensation for five (5) holidays, equal to forty (40) hours computed by dividing their base annual wage by 2,080 hours. The foregoing total of 120 hours of compensation shall be reduced by any vacation and holiday time taken to the extent such was earned during the current calendar year through June 30. There shall be no prorations.

**Section 3.** Except where an employee is found by a court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or inaction by such employee in the scope of employment.

**Section 4.** Pay checks shall be issued every other Friday. An employee off duty for two (2) weeks or more may have his check mailed to his home upon request.

**Section 5. Pension Pick-up.** The City shall continue a pension "pick up" plan. Specifically, the members' gross salary shall be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Public Employees Retirement System benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this contract. The City's contribution to the Public Employees Retirement System will be calculated on the full salary of members before the "pick up" is deducted from gross salary. In the event this plan does not receive IRS approval, this section shall be null and void.

**Section 6. Telephones.** The City will make every effort to provide a telephone in the employees' lunch area.

**Section 7. Tool Allowance.** Those employees who are required to have tools shall be given an allowance for tools in the amount up to \$400.00 per year.

**ARTICLE XXV**

**COMMERCIAL DRIVERS LICENSE**

**Section 1.** All new hires must secure and maintain a Commercial Drivers License (CDL) as required by the City. Failure to obtain and maintain a CDL by any employee whose job description requires it shall be grounds for termination. The absence of a CDL is valid cause for preventing an employee from advancing from probationary status.

**Section 2.** The City shall upon proof of receipt, reimburse the cost of CDL license renewal to all employees required to secure and maintain the CDL license.

**ARTICLE XXVI**

**LABOR/MANAGEMENT COMMITTEE**

**Section 1.** The parties agree that there shall be a Labor-Management Committee consisting of equal members of management and the Union. The Committee will meet on a quarterly basis.

**Section 2.** The purpose of this Committee is to discuss matters of concern between the parties such as, but limited to:

- a. Health and safety
- b. Work practices
- c. Potential areas of dispute.

However, the purpose of this Committee is not to discuss formal grievances.

**ARTICLE XXVII**

**GENDER AND PLURAL**

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 XXVIII**

**OBLIGATION TO NEGOTIATE/WAIVER**

**Section 1.** Notwithstanding Section 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects, including, but not limit to, the exercise of any rights reserved to it and/or to those enumerated to it in Article VII above. Therefore, the Union agrees that during the life of this Agreement, it expressly waives the rights to bargain collectively regarding any matters reserved to and retained by it pursuant to either 4117.08 (C) of the Revised Code or pursuant to Article VII of this Agreement. Further the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and/or retained by it pursuant to either Section 4117 et seq. of the Revised Code or pursuant to Article VII of the Agreement.

**Section 2.** The Union agrees that the failure of either party to insist, in any one or more situations, upon performance

of any term or provisions of this Agreement shall not be considered a waiver or relinquishment of the right of the Parties to future performance of any such term or provision of this Agreement.

**Section 3.** Further this Agreement as expressed herein, in writing, constitutes the entire Agreement between the parties, and no oral statement or past practice shall add to or supersede any of its provisions. Any changes in this Agreement must be mutually agreed upon by the parties and must be in writing.

**Section 4.** The terms of this Agreement shall supersede all city ordinances and resolutions in conflict with this Agreement.

#### **ARTICLE XXIX**

##### **LEGALITY**

This Agreement shall be subject to and subordinated to any present and future federal and state laws. Further, it is the intent of the Employer and the Union that this Agreement complies in every respect with the applicable legal statutes and charter requirements. If it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

#### **ARTICLE XXX**

##### **DURATION**

This Agreement represents an understanding between the Employer and the Union, and it shall be effective until June 30, 2017, and thereafter from year to year, unless at least sixty

(60) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after June 30, 2014, either party gives sixty (60) days' notice of an intention to terminate this entire Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14<sup>th</sup> day of July, 2014.

CITY OF UNIVERSITY HEIGHTS

NATIONAL PRODUCTION WORKERS,  
LOCAL 707 (SERVICE EMPLOYEES)

By: Susan K. Ford

by: John J. Alvarez

By: Mathew C. Crist

by: [Signature]

By: \_\_\_\_\_

by: [Signature]

Dwight Beem

**SIDE LETTER OF AGREEMENT**  
**BETWEEN THE**  
**CITY OF UNIVERSITY HEIGHTS AND**  
**NATIONAL PRODUCTION WORKERS UNION, LOCAL 707**

---

As part of the negotiations between The City of University heights (hereafter, the "City") and the National Production Workers Union, Local 707 (the "Union"), the parties agreed to the following terms:

1. For the duration of the 2014-2017 collective bargaining agreement, the City agrees that it will not layoff full-time employees of the Service Department bargaining unit as a result of any negotiated or imposed compensation or benefits increases for any other City bargaining units.
2. For the duration of the 2014-2017 collective bargaining agreement, the City agrees that at least thirty (30) days prior to implementing layoffs of full-time employees of the Service Department bargaining unit, the City will notify and schedule a meeting with the Union within those thirty (30) days to discuss alternatives to the layoffs of bargaining unit members.

**IT IS SO AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014:**

**FOR THE UNION:**

**FOR THE CITY:**

---

John Oliverio  
President, NPW Local 707

---

Susan K. Infeld  
Mayor, City of University  
Heights