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AGREEMENT
BETWEEN THE
CITY OF MAYFIELD HEIGHTS, OHIO

AND THE
OHIO COUNCIL 8, AND LOCAL 1617,
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

Effective January 1, 2015
through December 31, 2017

SERB Case No. 14-MED-09-1132

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ARTICLE 1
PURPOSE AND INTENT

1.1 This Agreement is entered into by and between the City of Mayfield Heights (hereinafter also referred to as “the Employer” or “the City”) and the Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 1617 (hereinafter referred to as “the Union”). The intent and purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those members included in the bargaining unit covered by this Agreement.

ARTICLE 2
RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for those members in the bargaining unit.

2.2 **Included.** The employees covered by this Agreement and included in the bargaining unit are all office/clerical and staff employees and all Building Department employees, including Building, Utilities and Housing Inspectors. The following are those classifications included in the unit:

- | | |
|---|---|
| 1. Communications Tech. Supervisor | 8. Administrative Assistant to Detectives |
| 2. Deputy Clerk of Council-Finance Clerk | 9. LEADS Operator-Communications Tech |
| 3. Deputy Finance Director | 10. Administrative Assistant-City Hall |
| 4. Building Department Executive Assistant | 11. Building & Housing Inspector I |
| 5. Human Services Coordinator | 12. Building & Housing Inspector II |
| 6. Safety Forces Administrative Assistant | 13. Assistant Finance Clerk |
| 7. Administrative Assistant-Building Department | 14. Executive Assistant to the Mayor |

The above listing of classifications is not intended to adjust the existing unit certification.

2.3 **Excluded.** Supervisors, professional, and seasonal employees are excluded from the bargaining unit. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE 3
NEW/EXISTING JOB DESCRIPTIONS

3.1 **Job Descriptions/Classifications.** The Union recognizes and acknowledges the Employer’s right to establish new and adjust existing job descriptions and classifications.

3.2 Whenever the Employer creates a new job classification or substantially restructures/redefines an existing one, it shall notify the Union, and if requested, meet and confer over such action. Such notification shall state the job classification title, whether or not the

classification is to be included/excluded from the bargaining unit, a description of the duties for such classification, and the initial wage rate/schedule for such classification.

3.3 Should the parties agree that the new or restructured job classification is to be included in the bargaining unit, both the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). If applicable, the Union shall have the right, within thirty (30) calendar days from receipt of notice from the Employer, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer.

3.4 Should the parties disagree on the inclusion/exclusion of the new or restructured classification in the bargaining unit, the Union or Employer may petition to amend or clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the new or existing classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.

3.5 The foregoing procedure is not intended to foreclose either party from raising arguments in favor of or against unit composition changes before SERB.

ARTICLE 4 **MANAGEMENT RIGHTS**

4.1 It is agreed that the Employer reserves all the customary rights, privileges or authority of management, except as modified by the terms of this Agreement, including, but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, processes, or means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause; or layoff for economic necessity, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the workforce;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the workforce; and

I. Take action to carry out the mission of the public employer as a governmental unit.

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

4.3 Subcontracting. For purposes of preserving work and job opportunities for the members covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit shall be subcontracted out if subcontracting will cause a layoff or reduction in regular hours of the workweek.

ARTICLE 5

DUES DEDUCTION AND FAIR SHARE FEES /P.E.O.P.L.E. CHECK-OFF

5.1 Membership. All employees eligible to become members of 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, to be determined by the Union in accordance with the provisions of Ohio Revised Code Section 4117.09(C).

5.2 Fair Share Fees. 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. Sixty (60) days after the commencement of employment, all employees covered by this Agreement who have not become Union members shall, as a condition of employment, pay a fair share fee. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

5.3 Deduction Procedures/Indemnification. The City agrees to deduct Union dues from any Union member who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09(C), and 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 any of the provisions in Article 4 5.

5.4 Payment of Deductions. Deductions for dues and fair share fees will be made monthly and paid to the Union. An alphabetical list of all bargaining unit employees for whom deductions were made, along with social security numbers and current addresses will be given to the Union on a quarterly basis. The list will specify the names of persons who were removed or added to the previous list and state the reason for the change.

5.5 The City will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized To Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this contract upon receipt of individual written authorization cards voluntarily executed by employee, provided that:

- A. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and
- B. The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment, layoff, unpaid leave, insufficient wages, or transfer to a job classification outside the bargaining unit; and
- C. The contribution amount shall be designated on the authorization card. The employee shall provide the City with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the provisions of Article 5, Section 5.4, of this contract.

5.6 All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions. The Employer assumes no obligation of any kind arising out of its deduction of voluntary contributions arising out of this article. The Union and the employee shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of voluntary (P.E.O.P.L.E.) contributions pursuant to this article. Once such contributions are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

ARTICLE 6 **NON-DISCRIMINATION**

6.1 Neither the Employer nor the Union shall unlawfully discriminate against any bargaining unit member in the administration of this agreement on the basis of age, sex, race, color, creed, disability, genetic information, military status, or national origin.

6.2 **Gender Neutral.** All references to members in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female members.

6.3 **Union Affiliation.** The Employer and Union agree not to discriminate against any bargaining unit member on the basis of membership, non-membership, or position in the Union.

6.4 **External Actions/Tolling.** Where there is an alleged violation of the provisions of this article that qualifies as a claim under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, the Employer, the member involved, and appropriate representative shall meet in an effort to resolve the alleged violation. If it cannot be resolved, the claim may be presented through the grievance procedure prior to being taken before an outside agency. In the event that a grievance is filed over a matter alleging a violation of this article and at the same time a corresponding administrative action or legal action (e.g., OCRC or EEOC, etc.) is filed, such grievance shall be tolled until the disposition of the external action.

ARTICLE 7
NO STRIKE/NO LOCKOUT

7.1 The Employer and the Union recognize that "negative work actions" would create a clear and present danger to the health and safety of the public, and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following for the duration of this Agreement:

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

B. The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 7.1 (A). In the event any violation of Section 7.1 (A) occurs, the Union shall immediately notify all members that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the Union. Furthermore, the Union shall immediately advise all members to return to work and to end such interference at once.

7.2 In addition to any other remedies available to the Employer, any member or members, either individually or collectively, who violate Section 7.1 of this article is subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this article shall be subject to the Corrective Action provisions of this Agreement.

7.3 The Employer shall not lock out members for the duration of this Agreement.

ARTICLE 8
PROBATIONARY PERIODS

8.1 **Initial Hire.** All full-time members, except housing and building inspectors, shall be required to successfully complete a one-hundred eighty (180) day probationary period. Newly hired housing and building inspectors shall be required to complete a one year probationary period. The probationary period shall begin on the first day the member receives compensation with the Employer.

8.2 **Promotions.** A bargaining unit member who is promoted to another bargaining unit position shall be placed on a promotional probationary period for ninety (90) days. Should the promoted bargaining unit member fail to satisfactorily complete the promotional probationary period, he shall be returned to his original position with no loss of seniority. Such demotion shall not be eligible for appeal through the grievance and arbitration procedure. However, the Employer shall articulate the reason for the failure of probation, and if requested, provide any existing documentation supporting such failure.

8.3 Probationary members may be removed during their initial probationary period or demoted as stated above. Removal or demotion during the probationary period is not appealable through the Corrective Action or Grievance Procedure articles of this Agreement.

ARTICLE 9
SENIORITY

9.1 **Seniority Defined.** Seniority shall be defined as follows:

- A. **Total Seniority.** Total seniority shall be computed on the basis of uninterrupted length of continuous, full-time service with the City of Mayfield Heights.
- B. **Classification Seniority.** Shall be defined as an employee's total length of uninterrupted continuous full-time service with a specific job classification covered by this Agreement.
- C. **Bargaining Unit Seniority.** Shall be defined as an employee's total length of uninterrupted continuous full-time service in a bargaining unit classification.

9.2 **Breaks in Seniority.** The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge or removal from the bargaining unit for just cause;
- B. Retirement;
- C. Layoff for more than twenty-four (24) months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff, or other mutually agreed upon return date;
- E. Failure to return to work at the expiration of leave of absence; and,
- F. A resignation.

9.3 **Leaves of Absence.** An approved leave of absence, paid or unpaid, including vacation, sick leave, jury duty and injury leave, does not constitute a break in continuous service and seniority continues to accrue, provided the member follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

9.4 **Seniority List.** The Union is entitled to receive one (1) copy of the seniority list of all employees in its bargaining unit upon the request of the Union President, but no more than once every six (6) months. The list shall state the name, date of hire and pay rate of each of its members.

9.5 **Leave Approval.** For purposes of approving vacation and leave requests, bargaining unit seniority will control.

ARTICLE 10
CORRECTIVE ACTION

10.1 No member shall be suspended, removed, or reduced in pay or position except for just cause. Forms of disciplinary action include the following:

- A. Written warning (documented verbal warning);
- B. Written reprimand;
- C. Suspension of record or suspension without pay (at the option of the employee, and with the concurrence of the Employer, accumulated vacation or holiday time may be forfeited equal to the length of the suspension without pay, and such record of suspension will be maintained);
- D. Reduction in pay (including reduced pay suspensions, etc.) and/or position (i.e., demotion). (Note: for purposes of a reduced pay suspension, the employee will be required to report to work and be paid at seventy-five percent (75%) of his regular rate, but no less than minimum wage, for those days on suspension.)
- E. Discharge.

10.2 Progressive Discipline. Discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the member's record of discipline, and the member's record of performance and conduct.

10.3 Predisciplinary Conference. Whenever the Employer and/or its designee determine that there may be cause for a member to be disciplined (suspended, reduced, or discharged), a predisciplinary hearing will be scheduled to give the member the opportunity to offer an explanation of the alleged conduct. The predisciplinary hearing procedure shall be as follows:

- A. Notice/Scheduling. The member shall be provided with a written notice of the charges, a brief explanation of the evidence, what form of discipline may be imposed, and the date, time, and location of the conference. Such notice shall be given to the member at least seventy-two (72) hours prior to the time of the conference. Predisciplinary conferences shall be held during the member's scheduled duty time and the member shall remain in paid status for the duration of the conference.
- B. Representation. The affected member(s) may elect to have a representative of the Union present at the predisciplinary conference. The cost of the representative shall be borne by the member.
- C. Decision. Within ten (10) calendar days after the conference, the Employer/designee who conducted the predisciplinary conference shall provide the member with a written statement affirming, reducing or dismissing the charges based on the relative strength of the evidence presented at the conference. Written notice of such decision shall be provided to the employee.

10.4 Waiver of Predisciplinary Conference. The member may waive the predisciplinary conference by submitting a written waiver to the Employer. If requested, the Employer will provide a copy of any waiver to the local union president.

10.5 Disciplinary Appeals. An employee who has received an order of suspension or dismissal, an appeal from such order may be taken directly to step 2 of the Grievance Procedure in accordance with the timeframes for the filing of a Step 1 Grievance.

10.6 Disciplinary Procedures. The parties agree that all disciplinary procedures shall be carried out in private and in a business-like manner.

10.7 Records of Discipline. Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters, provided that there has been no other record of disciplinary action of any kind within that time period, under the following time frames:

written reprimands and documented verbal warnings	12 months
suspensions of less than three (3) days	18 months
suspensions of three (3) days or more	24 months

Notwithstanding the above schedule, any disciplinary action taken as a result of, or arising from, an alleged violation of the rights of any person guaranteed by the Constitution or laws of the State of Ohio or United States shall be permanently subject to consideration in future disciplinary actions. However, if the member is subsequently exonerated by a court of law in a civil action regarding an alleged violation of a person's constitutional rights, such record of disciplinary action shall be removed from future consideration in disciplinary action. Further, disciplinary action taken in connection with a violation of the Employer's Drug and Alcohol Testing Policy shall be considered in all future disciplinary actions involving the Drug and Alcohol Testing Policy.

ARTICLE 11
WORK RULES

11.1 The Union recognizes that the Employer has the right to promulgate work rules, regulations, policies, and procedures not inconsistent with this Agreement, to regulate the conduct of members and the conduct of the Employer's services and programs.

11.2 Whenever the Employer desires to implement or revise a work rule, regulation, policy, or procedure which affects members of the bargaining unit, the Employer must first meet and confer with the Union concerning the impact of the new or revised work rule, etc., before implementing or revising.

ARTICLE 12
HOURS OF WORK

12.1 This article is intended to define the standard hours of work per work period, and to be used as a basis for the computation of overtime and shall not be construed as a guarantee of

work per day or per week. Except as specifically restricted herein, nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions.

12.2 Workweek Defined. The normal workweek consists of five (5) workdays, scheduled Monday through Friday. The standard work period for all members who are not EMD certified and assigned to assist with dispatching who are covered by this Agreement shall be eight (8) hours per day and forty (40) hours per week, excluding a one (1) hour lunch period per day. The normal starting and finishing times for each day shall be between 8:00 a.m. and 5:00 p.m. and members may be given the option to work through their lunch time and, accordingly, begin their 8-hour shift earlier or later so long as at least one (1) member in each Department, other than Police Division, Fire Department, Finance and Human Services, is present at 8:00 a.m. and one (1) member is present until 5:00 p.m. The standard work period for all members who are EMD certified and assigned to assist with dispatching shall be eight (8) hours per day and forty (40) hours per week. The normal starting and finishing times for each day shall be between 8:00 a.m. and 5:00 p.m.

12.3 Overtime. When a member is required by the Employer to work in excess of forty (40) hours in a week, the member shall be entitled to overtime compensation at the rate of one and one-half (1 1/2) times the member's regular hourly rate of pay.

12.4 Flex time. Upon the approval of the Employer, bargaining unit members may be permitted to work over eight (8) hours in a day at their option in order to have the flexibility to leave early on following work days, so long as the member works at least forty (40) hours in the week in which this flex time is used.

12.5 No Pyramiding. Overtime compensation shall not be paid more than once for the same hours worked. There shall be no pyramiding of overtime.

12.6 Dispatch Service Assignments. Members who are called upon to provide service as a safety force dispatcher will perform service during the hours provided in the Dispatcher's collective bargaining agreement.

12.7 Call In during Off-Hours. Members who are called outside of their regularly scheduled hours to return to work and members who attend committee meetings, such as, but not limited to, City Council, Civil Service, BZA, Planning, Architectural Review Board and Commission on Aging will be paid a minimum of three (3) hours or the number of hours worked, whichever is greater, provided however that such call in minimum would not apply to a time period abutting the beginning or ending of the member's regularly scheduled shift (i.e., holdovers).

12.8 Hours Worked Defined. Time paid but not worked will not count as actual time worked for overtime purposes with the exception of holidays, personal, merit days, compensatory time and vacation days. Any member called to work in any paid capacity on a regularly scheduled vacation day or holiday will be paid time and one half (1 1/2) for actual hours worked. In addition, the member may elect to receive vacation and holiday pay or reschedule the vacation day or holiday.

12.9 Overtime Distribution. When the Employer determines that overtime is necessary, it shall be distributed by seniority as equally as possible for each position.

12.10 Compensatory Time. The member may, in lieu of cash payment for overtime, choose to take additional time off as compensation. All time off taken in lieu of compensation for overtime will be done only with the approval of the employee's Department Head or designee. For purposes of FLSA compliance, the parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the FLSA. An employee submitting a request for compensatory time with less than thirty (30) days notice may be granted such time subject to the operational needs of the department. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the use and administration of compensatory time under federal law, which includes but is not limited to the right to schedule such time off or to make payment of such time to employees.

If a member chooses to be compensated for overtime by taking additional time off, the member must notify the Finance Department in writing of the decision to waive payment and to begin banking the hours worked. The Finance Department will at that time begin to record the member's overtime hours. A member may accumulate a maximum of fifty-three (53) hours and twenty (20) minutes of overtime or the equivalent of eighty (80) hours straight time to be taken as time off. All overtime worked beyond the above maximum will be paid in cash. All accumulated overtime not taken by December 31st of any year will be paid in cash. Whenever a member takes time off in lieu of compensation, the member's Department Head will notify the Finance Department who will make the appropriate reduction. The member may rescind the notice to bank overtime at any time prior to December 31st, following the date the above notice is served on the Finance Department, but may do so only once. If the member rescinds the notice, payment in cash for overtime worked until December 31st of that year will be made.

12.11 10 Hour Schedules. In special circumstances any member may request permission from the head of their department to work a four day, ten hours per day schedule. The decision of the department head is final and not subject to the grievance procedure. Permission to work this alternative schedule will not exceed thirty (30) days, but can be extended with permission of the department head.

ARTICLE 13 **LAYOFF AND RECALL**

13.1 Notice. When the Employer determines that there exists a lack of work, lack of funds, or that a reorganization in the operations is necessary a reduction in force (e.g., layoff, job abolishment, etc.) shall occur. The Employer shall notify the affected members, in writing, at least five (5) days in advance of the effective date of layoff. The Employer, upon written request from the Union, agrees to discuss with the representatives of the Union the impact of the layoff on the bargaining unit member.

13.2 Procedure/Bumping. When the Employer determines reductions will occur, affected members will be reduced in accordance with their bargaining unit seniority within the affected job classification, with the least senior member within the affected job classification subject to reduction first. An employee who is reduced may utilize his

bargaining unit seniority to displace an employee with less bargaining unit seniority in another bargaining unit job classification as provided for below.

In order to displace another employee, the bargaining unit member must satisfy all of the minimum qualifications for the position, including licensures/certifications, and be able to perform all of the essential functions of the position without a loss in efficiency or productivity. An employee that displaces another bargaining unit member as a result of this process will be treated as a probationary employee under Article 8, Section 1. An employee will be given five (5) work days to acclimate themselves to the position into which they bumped. After this acclimation period, the Employer, at its sole discretion, may decide that the employee is not capable of meeting the standards for performance for the position into which he bumped, recall the displaced employee back to the position, and reduce the other employee. The Employer's decision is not subject to the parties' grievance procedure or any other avenue of appeal. The Employer shall articulate the reason for its decision, and if requested, provide any existing documentation supporting the decision.

13.3 Recall Rights. Members who are laid off shall be placed on a recall list to their respective job classification for a period of twenty-four (24) months. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are qualified to perform the work in the classification for which they are being recalled.

13.4 Notice of Recall. Notice of recall shall be sent to the member by registered mail, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address of the member.

13.5 Return to Duty. The recalled member shall have seven (7) days, following the date of receipt of the recall notice, to notify the Employer of the member's intention to return to work. The member shall have fourteen (14) days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice.

13.6 Preemption. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force (i.e., job abolishment, furlough, workweek reduction, etc.) may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Mayfield Heights Civil Service Commission governing work force reductions.

ARTICLE 14 **PERSONNEL FILES**

14.1 It is recognized by the parties that the Employer is required to establish regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the members. All members shall have access to their own individual personnel file for the purpose of reviewing the documents contained therein.

14.2 Access. Members shall have access to their individual personnel files for review in the following manner:

- A. Requests for review must be made in writing to, and receive approval from, the Employer or the designated representative.
- B. All member reviews shall be conducted during normal business hours.

14.3 Clarification. If, during the course of the review of a member's files, material is discovered the member feels is of a negative or derogatory nature, the member may include in the file a written and signed comment in rebuttal, mitigation, or explanation of said material. Such rebuttal will be placed in the file and remain in the file as long as the negative material remains.

14.4 Notification. The Employer agrees to notify an employee any time a public records request has been made for an employee's personnel file. Notification will be made as soon as practicable following the request being made.

ARTICLE 15 UNION REPRESENTATION

15.1 The Employer agrees to admit two (2) non-employee Union staff representatives to the Employer's facilities. The Union representative shall be admitted to the Employer's facilities and sites, for the purpose of investigating and processing grievances or attending meetings. Upon arrival, the Union representative shall report to the Employer or the Employer's designated representative. Upon two (2) weeks advance notice, the Union will be permitted to use the Community Building for membership meetings at no cost.

15.2 The Union shall submit, in writing, the names of Union employees who act as stewards for the purposes of processing grievances in accordance with the grievance procedure contained herein. The Employer shall be notified, in writing, within fourteen (14) days of the change of any officer(s) of the local Union.

15.3 The investigation and writing of grievances should be done during non-duty time. If grievance hearings are scheduled during a member's regular duty hours, the member and one (1) representative shall not suffer any loss of pay while attending the hearing.

15.4 The Union agrees that no official of the Union, member of the Union, member or non-member, shall interfere or disrupt the normal work duties of other members. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized in this Agreement.

15.5 If a new position is created within the departments defined in Article 2, Section 2.02 of the recognition clause, the Employer shall determine whether the new position will be included or excluded from the Union. If the Union disputes the Employer's determination of Union status, the parties shall meet in an attempt to resolve their disagreements. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board.

15.6 The President of the local union or designee will be permitted to consult with newly hired employees within their jurisdiction for a period of fifteen (15) minutes within the first two (2) weeks of employment for the purpose of explaining union business.

ARTICLE 16
GRIEVANCE PROCEDURE

16.1 It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the Union. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances.

16.2 **Definition.** The term “grievance” shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement or any matters not covered by this Agreement.

16.3 **Procedure Generally.** A grievance raised by a Union member will be brought and considered pursuant to the following rules and procedures:

- A. **Processing.** All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.
- B. **Grievance Withdrawal/Failure to Appeal.** Any member may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the member within the time limits provided shall be considered resolved based upon management's last answer.
- C. **Time Limits.** Any grievance not answered by management within the stipulated time limits, shall be considered answered in the negative and may be advanced by the member to the next step in the grievance procedure in accordance with the applicable time limitations. All time limits on grievances may be extended by mutual consent of the parties.

16.4 **Grievance Contents.** All grievances should contain the following information and be filed using the grievance form as presented in Appendix A:

- A. Grievor member's name and signature;
- B. Grievor member's classification;
- C. Date grievance was filed in writing;
- D. Date and time grievance occurred;
- E. Location where grievance occurred;
- F. Description of incident giving rise to the grievance;
- G. Specific articles and sections of the Agreement violated; and
- H. Desired remedy to resolve the grievance.

16.5 Grievance Procedure. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the Union to resolve grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: Department Head. A member having a grievance will file a completed Appendix A form within ten (10) days after the incident giving rise to the grievance, or within ten (10) days of his first knowledge of the action or event, (not to exceed thirty (30) days from the date of the action or event), with the member's Department Head or designee. The Department Head for members employed in the Building Department is the Director of Building; the Chief of Police and the Fire Chief for those working in the Safety Force Departments; the Mayor/Designee for the Human Services Coordinator and the Administrative Assistants in City Hall and the Mayor's Office; and, the Finance Director for all others.

The appropriate Department Head shall either grant the grievance, reject the grievance, or within ten (10) days schedule a hearing with the aggrieved member and the Union representative if the member desires. The Department Head shall investigate and respond, in writing, to the grievant and/or the appropriate Union representative within ten (10) days following receipt of the grievance or within ten (10) days of the meeting if one is held.

Step 2: Mayor/Designee. If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to a Union Screening Committee. The Screening Committee will then review the merits of the grievance and decide whether or not to recommend further appeal. Should the Committee decide to process the grievance further, the Union may file an appeal with the Mayor/designee within twenty (20) days after issuance of the Step 1 decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 answer is in error. The Mayor/designee shall have ten (10) days in which to schedule a hearing with the grievant and the appropriate Union representative. The Mayor/designee shall investigate and respond to the grievant and appropriate Union representative within ten (10) days following receipt of the grievance or within ten (10) days the meeting.

Step 3: Mediation. The Union may request mediation of any issue that is not resolved at Step 2. The request must be made before the time period in which a request for arbitration must be filed. The time period for appeal to arbitration will not be tolled unless the City agrees to present the issue to a mediator.

No offer of settlement made by either party during the mediation process can be referenced or introduced as evidence in a subsequent arbitration of the unresolved grievance.

Step 4: Arbitration. If the grievance is not satisfactorily settled in Step 2, and if mediation is not agreed, the Union may submit the matter to arbitration by notifying the Employer in writing of its intent to do so and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. This letter of intent for arbitration must be submitted within (30)

days following the date the grievance was answered or rejected by default at Step 2. In the event the grievance is not referred to arbitration within the limits prescribed or the list request not made within the time limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply or default rejection as may be applicable. The arbitration of grievances will proceed under the following guidelines:

- A. Selection of Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The expenses of obtaining the initial list shall be equally split by the parties. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.
- B. Hearing Procedure. The arbitrator shall hold the arbitration promptly and issue a decision within thirty (30) days after the hearing is closed.
- C. Authority of the Arbitrator. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision.

The arbitrator shall not recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The foregoing restriction does not bar the consideration of prior disciplinary actions in discipline cases provided that the affected employee is similarly situated in all respects to the case being argued by the union. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

- D. Arbitrability. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- E. Decision. The decision of the arbitrator shall be final and binding upon the Union, the member, and the Employer.

F. Fees/Expenses. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be split equally by the Union and the Employer. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties order a court reporter's recording or request a copy of any transcript.

16.6 Group Grievances. A grievance may be brought by any member covered by this Agreement. Where a group of bargaining unit members desire to file a grievance involving an incident affecting several members in the same manner, one (1) member shall be elected by the group to process the grievance. Each member who desires to be included in such grievance must be identified on the grievance.

16.7 Direct Step 2 Appeals. A grievance can be taken directly to Step 2 at the option of the Union or directly to arbitration upon written agreement between the Employer and the Union.

16.8 Time Limits Calculations. For the purpose of this article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

ARTICLE 17 **INTERNAL INVESTIGATIONS**

17.1 Whenever a third person accuses a member of activity that could be considered a violation of City rules or policies, and the City begins an investigation, the member shall be notified that he or she is the object of the investigation and has the right to Union representation at any investigatory interview at which the member is required to appear.

ARTICLE 18 **BULLETIN BOARD SPACE**

18.1 The Employer agrees to provide exclusive bulletin board space for use by the Union.

18.2 All Union notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by a Union official.

18.3 The Union agrees that there shall be no notices or other writings posted which contain anything dealing with partisan politics, controversial or critical of the City or any member.

18.4 Upon the request of the Employer's designee, the Union shall cause the immediate removal of any material posted in violation of this article.

18.5 Notice of Job Openings. The Employer agrees to post a notice of its intent to fill job vacancies or create new positions so that Union members will have the opportunity to apply. The notice will be posted two (2) weeks before the job is filled. This section does not prohibit the City from hiring any person from outside of the bargaining unit and does not provide any hiring preference for union members.

year to be averaged into each paycheck.

- B. Each member that is certified by the State of Ohio as a plumbing inspector, and actually performs such inspections, will receive an additional four hundred dollars (\$400.00) per year to be averaged into each paycheck.
- C. Each member that is certified by the State of Ohio as a Class 1 inspector, and actually performs such inspections, will receive an additional three hundred dollars (\$300.00) per year to be averaged into each paycheck.

19.3 LISW Pay. The Human Services Coordinator will receive an additional four hundred dollars (\$400.00) per year to be averaged into the regular paycheck for being a State of Ohio Licensed Social Worker and meeting all requirements for certification including all continued education requirements.

ARTICLE 20 LONGEVITY

20.1 All members shall receive longevity pay as a result of continuous full-time employment with the City of Mayfield Heights, from the member's date of hire. The longevity schedule is as follows:

After the completion of five (5) years of full-time service, \$540.00/yearly.

After the completion of ten (10) years of full-time service, \$660.00/yearly.

After the completion of fifteen (15) years of full-time service, \$900.00/yearly.

After the completion of twenty (20) years of full-time service, \$1,080.00/yearly.

After the completion of twenty-five (25) years of full-time service, \$1,200.00/yearly.

Longevity premium shall be payable together with, and in addition to, the regular salary payments.

All members meeting the requirements of Section 20.1 above shall be entitled to receive the additional monthly allowance beginning with the next full pay period following the member's anniversary date.

ARTICLE 21 UNIFORM ALLOWANCE

21.1 Each bargaining unit member who is required to wear a uniform by virtue of a position in the Police or Fire Departments shall be entitled to a uniform allowance equal to that paid to dispatchers to be paid in equal installments in June and December of each year of this Agreement. New hires shall receive their first uniform installment immediately after successful

completion of their probationary period. Newly hired members will not be required to wear a uniform until after they receive the first installment.

21.2 Each person employed as a Building and/or Housing Inspector will be supplied with a jacket and five (5) golf shirts identifying them as Inspectors in the Building Department of the City of Mayfield Heights within thirty (30) days after execution of this Agreement.

21.3 Clothing provided in Section 21.2 will be replaced on an as needed basis upon approval of the Director of the Building Department.

ARTICLE 22
HEALTH CARE COVERAGE

22.1 All full-time employees of the bargaining unit shall be eligible to participate in a group health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage. Such group plan may be provided through a self-insured plan or an outside provider, or a combination thereof. The City shall offer a base plan and may offer alternate plans. Cost containment measures may be adopted by the City pursuant to the provisions of Section 22.5 herein.

Eligible employees may elect the base or alternate plan, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s).

The parties recognize that employee affordability under the Patient Protection and Affordable Care Act (ACA) will be measured based upon the cost of the lowest level single plan offered.

22.2 New members shall be covered at the next monthly enrollment date.

22.3 Commencing January 1, 2014, the employees' contribution to health insurance will be ten (10%) percent of the City's costs. Commencing January 1, 2016, the City's contribution to base health insurance coverage will not exceed the following amounts:

2016 Base Contribution

Monthly Base January 1, 2016	Employer Contribution	Monthly Base January 1, 2016	Employee Contribution	Total Base Contribution January 1, 2016
Single	\$642.59	Single	\$71.40	\$713.99
Family	\$1,735.09	Family	\$192.79	\$1,927.88

Commencing in 2016, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on a 50% basis to the employee share of the base contribution up to the total base amount.

22.4. HSA/HRA Structure. In addition to the base funding amount provided for above, the City agrees to establish an HRA and HSA funding structure. Employees may elect to participate in either option. Effective with the 2016 plan year, the HRA plan will contain a maximum HRA City funding level of \$2,600 for single and \$5,200 for family. Effective with the 2016 plan year, the HSA option will have a maximum City funding level of \$2,000 for single and \$4,000 for family. Funding for the HSA or HRA shall be allocated in the manner established by the City up to the maximum provided under this section. The City will not withdraw funding under this section so as to provide less than the established funding level in this section.

22.5. Health Care Committee. A health care committee will be created for the purposes of reviewing usage, studying cost containment programs and options for health plan coverage (medical, dental, vision, and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The first order of the committee shall be to establish ground rules and the parties recognize that no ground rule can supersede or conflict with the provisions herein.

The committee shall consist of one (1) representative from the recognized bargaining units, (1) non-bargaining employee, and up to four (4) administrators/department heads selected by the Mayor/designee. One of the administrators shall be the Director of Human Resources, whether a plan participant or not. Each representative must be an active participant in a City provided group health care plan except as otherwise provided herein.

The Mayor/designee, plus one staff representative from each certified Union may attend all or some of the committee meetings for informational purposes, but shall not be a voting member. Additionally, the City's health care consultant and labor relations consultant of the City may also be requested to attend for informational purposes only.

The health care committee shall have the authority to recommend alterations to the plan(s) and benefit levels and/or to recommend adjustments to coverage levels for the next plan year through a majority vote. Recommendations will be in compliance with the ACA regarding coverage levels and will be submitted to the Mayor in writing at least thirty (30) calendar days prior to the end of the applicable plan year, except where the deadline is extended in conjunction with the City's health care consultant and the applicable plan provider. Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase consistent with the cost sharing provisions set forth in Section 22.3; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan(s).

A timely and valid recommended option of the health care committee (A, B or C above) will be considered an agreement between all the bargaining units and the City, and will be implemented by the City.

If, however, the health care committee fails to submit a timely and valid recommendation (A, B, or C above) for the following plan year, Option C shall apply and will be implemented.

ARTICLE 23 **HOLIDAYS**

23.1 All full-time members covered by this Agreement shall receive time off with regular pay ("holiday pay") for the following holidays:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Day
9. Five (5) Personal Days.

23.2 Whenever any of the above holidays fall on Saturday, the Friday immediately preceding shall be considered as the holiday. Whenever any of the above holidays fall on Sunday, the Monday immediately following shall be considered as the holiday.

23.3 Personal Days/Scheduling. Union members can take their five (5) Personal Days (hereinafter referred to as "Personal Holidays") anytime within the calendar year. Selection of dates to use Personal Holidays shall be governed by seniority and subject to department staffing requirements. New hires will receive one (1) personal day for each ten (10) weeks of employment in the first calendar year.

23.4 Holiday Pay Eligibility. To be eligible to receive holiday pay, a member must work his last scheduled workday immediately preceding and his first scheduled workday immediately following the holiday. However, members on previously approved sick leave, funeral leave, vacation leave, comp time, or jury duty are eligible to receive holiday pay if the holiday falls during their leave period. At the discretion of the Department Head, if documentation is provided to support the use of not previously approved sick leave, holiday pay may be paid to an employee who would otherwise be ineligible.

23.5 Rate of Pay for Holiday Work. Any member who is certified and trained to perform police emergency dispatcher duties, and is called upon to perform such duties on Christmas Day, Thanksgiving Day or Labor Day will be paid time and one-half (1½) for service provided on those days, defined as 12:01 a.m. on the day the holiday is nationally recognized until midnight of the holiday.

ARTICLE 24
VACATIONS

24.1 Union members covered by this Agreement shall be granted vacation with pay, after one (1) year of continuous full-time service with the City of Mayfield Heights. The vacation schedule shall be as follows:

After one (1) year	Two weeks vacation
After six (6) years	Three weeks vacation
After thirteen (13) years	Four weeks vacation
After nineteen (19) years	Five weeks vacation

24.2 Any member with prior service with another Ohio political subdivision may apply to the Mayor to have the prior included in the computation. The prior service will be counted toward vacation accrual only if permitted by the Mayor.

24.3 All vacation time must be taken within the calendar year or it will be forfeited. Members may make a written request to carry over unused vacation to the Mayor for consideration. The Mayor shall have final approval to grant a carry-over of vacation leave. The maximum amount of vacation that can be carried over into any subsequent year shall be two (2) weeks. Employees with more than two (2) weeks of vacation carryover can maintain the current amount with no additional carryover, until the balance falls below the two (2) weeks.

24.4 Choice of vacation dates by member shall be governed by seniority.

24.5 If a member separates employment in good standing, the member shall be entitled to be paid for all unused vacation time and a pro rata share for all accrued vacation credit for the calendar year in which the member terminates employment. The pro rata share will be determined based on the month and calculated by 1/12 shares.

24.6 Each member is required to take at least two (2) weeks vacation. Members who are entitled to three (3) weeks may waive one (1) week (40 hours) of vacation and convert it to cash and work as scheduled. Members entitled to four (4) weeks or more of vacation may convert two (2) weeks (80 hours) to cash and work as scheduled. Payment will be made in December of the year in which the vacation would have been used. Commencing January 1, 2013, the maximum vacation conversion will be sixty (60) hours.

ARTICLE 25
BEREAVEMENT LEAVE

25.1 All members of the bargaining unit are entitled to receive up to three (3) days paid leave upon the death of a person in the member's immediate family. Leave under this section must be taken within seven (7) days of the relation's death or at a later time with approval of the Mayor.

Paid leave is unavailable on regularly scheduled days off, vacation or holidays. All paid funeral leave must be consecutive working days. The Employer will accommodate the religious beliefs

and practices of the individual member for purposes of this section and make necessary adjustments.

25.2 Immediate family is defined as:

- a. Spouse;
- b. Child;
- c. Parent;
- d. Brother or Sister;
- e. Grandparents;
- f. Daughter- or Son-In-Law;
- g. Mother- or Father-In-Law;
- h. Step-Parent; or
- i. Step-Children

25.3 Upon the death of a sister-in-law or brother-in-law, step-brother or step-sister, two (2) days paid funeral leave shall be granted to attend services, in accordance with the procedure described in Section 25.1.

25.4 In addition to the foregoing, any member who is required to travel over 500 miles round trip to attend a funeral service as outlined in this section is entitled to receive one (1) day's paid leave for travel purposes so long as the days are consecutive to the funeral service and the member is required to miss a regularly scheduled work day.

ARTICLE 26 JURY DUTY

26.1 Members required to serve on Jury Duty, other than voluntary jury duty, shall receive their regular rate of pay while performing Jury Duty.

ARTICLE 27 EMERGENCY MEDICAL DISPATCHER PREMIUM

27.1 A yearly premium will be paid to the Communications Technical Supervisor and LEADS Operator – Communications Tech upon successful completion of the required departmental power phone courses and receipt, as well as continued retention of certification to provide medical emergency instructions. The premium will be included in the member's bi-weekly pay and will be the same amount paid to members of the Safety Force Dispatchers Unit in their Collective Bargaining Agreement.

27.2 Any union member who is called upon to work as a dispatcher, and who has completed the courses described in the foregoing section, and has been properly certified, will be paid for any service provided as a dispatcher at the normal dispatcher rate with the appropriate percentage of the Emergency Medical Dispatch Premium included or the member's regular daily rate, whichever is higher.

ARTICLE 28
SICKLEAVE

28.1 Accumulation/Usage. All regular, full-time members shall be entitled to sick leave of 4.615 hours for each eighty (80) hours of service, not to exceed two thousand eighty (2,080) hours total. Upon reaching the accumulation cap, the employee shall be permitted to accumulate additional sick leave beyond the cap during the year, with such time then being purchased by the City under 28.3, and any remaining time liquidated down to the cap at the rate of thirty-three percent (33%). Members may use sick leave upon approval of the responsible administrative officer, for absence due to illness, injury, exposure to contagious diseases which could be communicated to other members, and for illness in the member's immediate family. For purposes of this Section only, immediate family means spouse and children, or the member's parents provided that the member resides with the parents and will submit a written statement to that affect describing the need to provide care for the parents. Sick leave of more than five (5) separate occurrences in any calendar year is cause for review. The Mayor, or other responsible administrative officer, may require the member to furnish a satisfactory affidavit that his absence was caused by illness due to any of the causes mentioned in this section.

28.2 Sick Leave Conversion. Upon retirement, death, resignation or disability, each full-time member shall be entitled to receive payment of one-half (1/2) of first 1,000 hours and one-third (1/3) of all accumulated unused sick leave over 1,000 hours, provided that the member has been employed on a full-time basis for a minimum of ten (10) years. Payment will be made at the current rate of pay. Any member who transfers sick leave credit to Mayfield Heights from another Ohio political subdivision will receive one (1) year credit toward the ten (10) year threshold for each one hundred twenty (120) hours transferred.

28.3 Non-Use Incentive Payment. Each regular, full-time member who has reached the cap in Section 28.1 shall receive a total payment not to exceed forty (40) hours if no sick leave was taken during the calendar year. Payment will be made in December following each calendar year. Every hour of sick time taken during the calendar year will be deducted from the forty (40) hour figure and no payment will be made if the member takes forty (40) or more hours of sick leave. An employee who has not reached the cap shall be able to participate in the conversion program as well under the same terms and conditions, but participation will be voluntary. For purposes of this article only, an incentive year shall be defined as December 1st through November 30th.

28.4 Minimum Increments for Use. Sick leave may be taken in increments of one (1) hour or more for health reasons with the prior approval of the Department Head or his designee.

28.5 Annual Conversion. Each year, any full-time employee covered under the provisions of this Agreement who has at least one thousand (1000) hours of accumulated-unused sick leave may convert any time over one thousand (1000) hours into cash. The rate of conversion shall be one (1) hour pay for every three (3) hours of accumulated-unused time, up to a maximum of three hundred (300) hours pay per year. Once the cash paid by the City under this article in any year, commencing January 1st of each year, reaches a total of twenty-five hundred (2,500) hours city-wide, excluding conversion at retirement, the

maximum payout will be decreased from three hundred (300) hours paid per individual to one hundred (100) hours for the remainder of the year.

28.6 Documentation. If medical attention is required or upon returning to work for all sick leave usages of three (3) or more consecutive sick days an employee shall be required to submit a statement from a licensed medical practitioner in order to support a request for sick leave use.

28.7 Employer Required Examination/Fitness for Duty. The Department Head may require an employee who has been absent due to personal injury or illness, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return will not jeopardize the health and safety of other employees. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. As part of such discussions, the employee may submit a second medical opinion regarding his ability to perform the essential functions of his position and/or any physical limitations he may have. If no alternative or accommodation is mutually agreeable and the employee has submitted a medical evidence supporting his fitness for duty, the Employer will designate a confirmatory physician to review the matter and provided that a confirmatory physician has concluded the employee unfit for duty, then the employee will be placed on sick leave, FMLA, unpaid disability leave, or disability separation made. Such action is non-disciplinary in nature. Employees sent for an examination as permitted in this section will be in paid status for the duration of the exam.

28.8 Sick Leave Transfer. An employee who transfers from one department to another department of the Employer shall be allowed to transfer his/her accumulated sick leave to the new department. Up to one hundred twenty (120) hours earned with another public employer may be transferable to the City of Mayfield Heights from another public entity; however, such time shall not be eligible for any cashout or conversion.

ARTICLE 29 **LEAVES OF ABSENCE**

29.1 Military Leave. Military leave shall be allowed in accordance with State and Federal law.

29.2 Discretionary Leave. Temporary leaves of absence with or without pay, for training purposes or for other objectives may be granted for such period as deemed appropriate. Approval for said leaves shall be at discretion of the Mayor and the member's Department Head.

ARTICLE 30
SPECIAL ON-THE-JOB INJURY LEAVE

30.1 When a Union member is physically unfit for duty as a result of injury or illness incurred in the course of, and as a direct result of, lawful bona fide police work, as determined solely by the City, the member may be granted a special leave of absence with pay. In order to be eligible for special on-the-job injury leave as provided in this article, the member must present evidence of the extent of the injury by providing a statement signed by the member's treating physician within fourteen (14) days after the injury.

A member will be deemed to have incurred an injury in the course of bona fide police work if it occurs while the member is responding to a call to duty or performing service which involves the actual commission of a crime, enforcement of the law, apprehension of a suspect or the preservation of life or property. On-the-job injury leave is not available for injuries which occur in the performance of non-emergency duties such as clerical work, routine patrol, lunch periods or break, or while in the employ of another person or entity.

30.2 In order to receive payment under this article, the employee must report the injury within twenty-four (24) hours of the incident which caused the injury, and the leave must be taken within fourteen (14) days. The first three (3) days of on-the-job injury leave shall be charged as sick time. After the member has been off duty for fourteen (14) calendar days because of an injury covered under this section, the initial three (3) days of sick time will be converted to on-the-job injury leave.

30.3 Special on-the-job injury leave shall terminate no later than ninety (90) consecutive calendar days after three (3) shifts of sick leave are taken as set forth in Section 30.2, or at such earlier time as provided below:

- A. When the member is released by his or her physician to return to work;
- B. At such time that the member is declared capable of performing his or her normal duties by a physician appointed by the Employer;
- C. If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, the member shall immediately report for duty under the conditions set forth in the physician's certificate;
- D. Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the member is capable of resuming normal, unlimited duties;
- E. Any member applying for an on-the-job injury leave for a period of eight (8) or more consecutive calendar days shall, at the Employer's request, file an injury claim with the Ohio Bureau of Worker's Compensation (OBWC) as soon as possible. The member shall remit to the Employer all income benefits paid by OBWC for income lost during the period which the member received full pay from the Employer while on leave as provided in this article. In the event the claim is denied by OBWC, the employee shall revert to sick leave status, and shall be charged with sick leave and/or

vacation leave for all time paid by the Employer for the leave. It is understood and agreed that the Employer's obligation under this article is only the difference between the member's regular rate of pay and the amount of income benefits paid to the employee by OBWC, and paid on-the-job injury leave is not in addition to OBWC benefits.

30.4 Members who take sick leave because of, and in conjunction with, on-the-job injury leave, as required by Section 30.2, will not be considered to have used sick leave for purpose of the incentive provided in Article 28.

ARTICLE 31 **FAMILY AND MEDICAL LEAVE (FMLA)**

The City shall comply with the requirements of the Family and Medical Leave Act of 1993 ("FMLA") and its corresponding regulations as reflected in the City of Mayfield Heights FMLA policy as may be revised or updated from time to time.

ARTICLE 32 **EDUCATIONAL BENEFIT**

32.1 Members shall be eligible for the reimbursement of tuition costs resulting from the member taking courses from an accredited institution of higher learning providing that:

1. The courses are directly related to the work assignment of the member or will improve the member's efficiency as a Mayfield Heights employee or aid in obtaining an appointment to a higher position in the City of Mayfield Heights.
2. All courses must be approved in advance by the Mayor.
3. The employee must attain a grade of "C" or better or provide evidence of successful completion if a grading system is not used.
4. The grade received for the course and receipt for the tuition are submitted to the Finance Director.
5. The amount of tuition to be paid by the City shall not exceed the amount then charged per-credit hour by Cleveland State University with a per quarter or semester maximum of eight (8) credit hours.

32.2 If the employee leaves employment with Mayfield Heights within two (2) years of the last class taken, the employee will reimburse the City for tuition expenses paid by the City.

32.3 Any person employed as a building or housing inspector who is required to attend classes in order to maintain certification and the classes exceed the normal eight (8) hour work day, will be permitted to take the equivalent time off work during the same week on a 1-1 basis with prior approval of the director, or will be paid at time and one-half (1 1/2) in accordance with Section 12.3.

32.4 The City of Mayfield Heights will continue to pay the costs for license fees, applications, courses or continuing education which members are required by law to attend or are necessary for the performance in that person's employment category. The City will not pay for or reimburse any member who does not pass or successfully complete the course or program.

ARTICLE 33
TENURED EMPLOYEE STATUS

33.1 Any member of the bargaining unit, upon completing ten (10) years of full-time employment with the City of Mayfield Heights, may apply to become a tenured employee providing there are no suspensions in the member's record for the prior twelve (12) months. The tenured employee's position is not a position of authority and is not a promotion. The tenured employee's position is an honorary one in recognition of years of service, productivity and adherence to the standards of the City of Mayfield Heights. A decision on the application will be made within thirty (30) days after the application is received on the basis of the criteria as determined by the Employer.

33.2 Each tenured employee will receive an additional one thousand dollars (\$1,000.00) per year in each calendar year as compensation as long as the designation of tenured employee is maintained. Any Union member who makes application and is assigned to the position of tenured employee during any calendar year, defined as January 1 to December 31, will be paid pro rata for the initial year.

33.3 In January of each year following an assignment, each member declared to be a tenured employee will be reevaluated to ensure that each is maintaining a good performance standard. The pertinent Department Head will prepare a performance appraisal evaluating the performance of the tenured employee on the basis of the criteria as determined by the Employer.

33.4 If, upon review of the performance appraisal, the Department Head determines that a member has not performed to tenured employee standards during the preceding year, the Department Head will, by the end of January, remove the member from tenured employee status. The Department Head will also provide the members a written statement outlining any deficiency upon which the decision was based.

33.5 Any Union member deprived of or refused tenured employee status will have fourteen (14) days after receipt of notification to appeal the Department Head's decision. The appeal will be heard by a panel comprised of the Department Head, a Union member designated by the Union, and another Department Head chosen by the strike method, with the appealing party striking first. The panel selections are to take place within seven (7) days after receipt of the notice of appeal. The panel will hear the appeal within thirty (30) days after its composition is determined. The decision of the panel will be rendered within three (3) days after the hearing, and the decision is final and binding on all parties.

33.6 Any Union member found not qualified to be a tenured employee will be permitted to reapply. The application must be submitted by December 15th following the loss of tenured

employee status. The Department Head will again execute performance appraisals and determine whether the applicant qualifies for tenured employee status. The Department Head's decision on reapplication is final.

33.7 If a Union member who has been awarded tenured employee status is suspended in any calendar year and the suspension is not appealed or is upheld by an arbitrator, the member is ineligible to be a tenured employee in the following calendar year. The Department Head will notify the union member of the loss of tenured employee status prior to January 15 of the year following the suspension. There is no appeal from such notice. Any member deprived of tenured employee status because of suspension may reapply for the position of tenured employee by filing an application with the pertinent Department Head by December 15 of the year following the loss of tenured employee status and after being reevaluated pursuant to the criterion established by the Employer.

ARTICLE 34 **LABOR/MANAGEMENT COMMITTEE**

34.1 In the interest of sound labor/management relations, and upon the written request of the Employer or the Union president, once each calendar quarter and on a mutually agreeable day and time, the Mayor and/or Finance Director shall meet with not more than four (4) representatives of the Union to discuss issues of mutual labor/management interest.

34.2 The party requesting such a meeting shall furnish the agenda to the other party at least five calendar days in advance of scheduled meetings if the agenda is provided by the Union it shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the administration which affect the bargaining unit;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to employees including the benefits of a wellness program and labor management relations training, as well as other matters of mutual interest; and
- G. Discuss the addition or deletion of duties that significantly alters a member's work load.

34.3 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

ARTICLE 35
MERIT DAY

35.1 A member's Department Head or their designee may recommend that the Mayor award a merit day to a member of the bargaining unit when it is believed that the member has performed service on behalf of the City that is exemplary or meritorious.

35.2 The Mayor shall have the sole discretion to award a merit day. The award of a merit day is not a contractual right, but a privilege. The decision to recommend a merit day or the decision to award a merit day shall not be subject to the grievance procedure or any other review process.

35.3 After the Mayor has made the award, a merit day shall consist of one (1) shift off duty with full pay and benefits to be assigned by the Chief or the Department Head, depending upon the availability of personnel.

35.4 A merit day is considered time in active pay status for purposes of scheduling overtime.

ARTICLE 36
MATRON DUTY

36.1 A female member working as a Communications Officer required to conduct a search of a female prisoner in accordance with the policies and procedures of the Mayfield Heights Police Department will be paid an additional twenty-five dollars (\$25.00) for each search.

ARTICLE 37
FIREARMS PROFICIENCY

37.1 Every member who is required to carry a firearm will be paid two hundred dollars (\$200.00) per year for successful completion of a firearms proficiency program devised by the Mayfield Heights Chief of Police, which will include qualification on all department weaponry, and attendance through the year at all required sessions at the appropriate shooting range with no more than one (1) excused absence. The qualifications developed by the Chief will exceed the requirements for certification adopted by the attorney general with regard to firearms proficiency as required by O.R.C. §§109.743 and 109.801.

37.2 In order to receive compensation under this article, all requirements must be complete by December 31st of the qualifying year and the members will be permitted the same number of opportunities to qualify as are permitted by the program developed by the Ohio Peace Officer Training Commission under O.R.C. §109.801.

37.3 Members will be paid for successful completion of the program set forth in Section 35.01 in January following the year all qualifications are met.

ARTICLE 38
PAIDLEAVEDONATION

38.1 It shall be the policy of the Employer that the employees with accumulated sick leave, or other paid leave (e.g., personal days, vacation time, or holiday), may donate paid leave to a fellow employee who is in critical need of assistance and has exhausted all of their available paid leave. If sick leave is donated, it shall be at three (3) hours donated for each one (1) hour to be used. Other available paid leave will be donated on a one hour, for one hour basis.

38.2 The purpose of this program is to:

- A. allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave;
- B establish strict guidelines for the implementation of donation of paid leave time; and
- C. protect the investment the Employer has made in an employee in an effort to retain that employee.

38.3 Any full-time employee is eligible, after two years of service, to apply for the benefit of this policy. Application must be made to the Director of Human Resources. All of the following requirements must be met in order to be eligible for this benefit:

- A. the employee is not eligible for Workers' Compensation benefits;
- B. the employee has not been disciplined at any level for patterned use of sick leave within the previous two (2) years;
- C. the employee has exhausted all available paid leave; and
- D. the employee shall, if requested, provide documentation through medical records that there is a bona fide medical reason for his or her inability to work.

The maximum length of time that an employee may receive benefits under this program is eight (8) pay periods.

38.4 Any full-time employee may donate time to the program, provided: they have at least one year of service; and they maintain a minimum of 320 hours of accumulated sick leave. An employee may donate up to forty (40) hours of sick leave per donee per incident. An employee may donate any amount of accrued paid leave other than sick time.

38.5 Upon receiving an application for sick leave donation, the Director of Human Resources shall:

- A. determine whether there has been any documented disciplinary action at any level for the patterned use of sick leave or abuse of sick leave within the previous two (2) years by the applicant.

- B. verify that the cause of absence is not work-related; and
- C. if necessary, request further documentation of illness from the applicant.

38.6 If all application requirements have been met, the application will be approved, the donated leave will be credited to the donee employee, and the donee employee will be promptly notified of the approval. In implementing the approval:

- A. the donor employee's accumulated paid leave shall be reduced in eight (8) hour increments for each eight (8) hours of vacation, holiday or personal time donated.
- B. the donor employee's accumulated sick leave will be reduced three (3) hours for each one (1) hour donated to the donee employee. If the time is not used by the donee employee, it will be returned to the donor employee at the same three- to-one ratio.
- C. the transfer of benefits shall be calculated on a prorated basis to be determined by the rate of pay of the donor employee for the donee employee.

38.7 In the event that an employee who has received benefits under this program is reimbursed in any manner for the lost work time covered by this benefit, the employee must reimburse the Employer for the pay that was received. In this case, the donor employee shall be credited with the hours donated.

ARTICLE 39 **WAIVER IN CASE OF EMERGENCY**

39.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Mayfield Heights, the Federal or State legislature, or such acts of God, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for the Employer or the Union replies on grievances, and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

39.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 40 **SEVERABILITY**

40.1 In the event any provision of this Agreement is deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from

the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

40.2 If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

40.3 Any negotiated change must be reduced to writing and be signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 41 **VACANCIES**

41.1 Where there is a vacancy in an existing job within the bargaining unit, and the City determines that such vacancy should be filled, or a new job is created within the bargaining unit, employees desiring to bid on such job may do so, prior to the consideration of external applicants, as follows:

- A. **Notice/Posting Contents.** Notice of vacancy or new job shall be posted on designated bulletin boards for five (5) working days from the date the job opening has been posted. Open vacancies or new jobs being posted shall indicate the classification, rate of pay, department, and duties of said position.
- B. **Application Period.** During the submission period, employees who have successfully completed their probationary period who wish to apply for a posted opening may do so by submitting a bid application. The bid application must be in writing, signed by the employee, dated and submitted to Human Resources. Forms used for this purpose shall be provided by the City.
- C. **Evaluation of Applicants.** The Employer will evaluate the job applicants in the following categories to determine if the applicants meet the job qualifications: knowledge, skills, and abilities, past work record, and seniority. This may include an interview process to determine qualifications. The employee may be required by the Employer to perform a practical demonstration of his skills, abilities, and qualifications. The Employer, at its sole and exclusive discretion, may select the employee that it determines to be the most qualified after taking into consideration the relative skills and abilities of all bidders with respect to the requirements of the open position. The Employer, at its sole and exclusive discretion, may also determine that it will not fill the position internally.

41.2 **External Applicants.** After evaluating internal candidates, the Employer may determine that it wishes to fill a position externally and expand its review and process to include external candidates. Nothing herein shall be considered as prohibiting the Employer from taking such action.

ARTICLE 42
UNPAID LEAVES OF ABSENCE

42.1 At the Employer's discretion, an employee who has completed one (1) year of continuous full-time service with the Employer may be granted a leave of absence without pay for a period not to exceed ninety (90) days for injury or illness after the exhaustion of all available paid leave and FML. Consideration will be given to the reasons and evidence presented by the employee to the Employer. Such requests shall not be unreasonably denied.

42.2 **Conduct Inconsistent with Leave.** Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer or otherwise engages in conduct inconsistent with the need for leave shall have his leave cancelled immediately and be subject to disciplinary action.

ARTICLE 43
DURATION OF AGREEMENT

43.1 This Agreement shall be deemed effective as of January 1, 2015, and shall remain in full force and effect until December 31, 2017.

43.2 If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

ARTICLE 44
TOTAL AGREEMENT

44.1 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuance being subject to any grievance or appeal procedure.

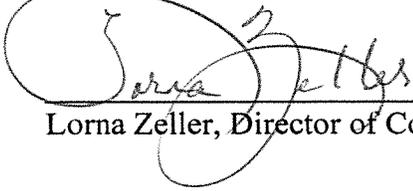
SIGNATURE PAGE

In Witness Whereof, the parties hereto through their duly authorized representatives have caused this Agreement to be executed this 22nd day of April, 2015.

**FOR THE CITY OF
MAYFIELD HEIGHTS**



Anthony DiCicco, Mayor



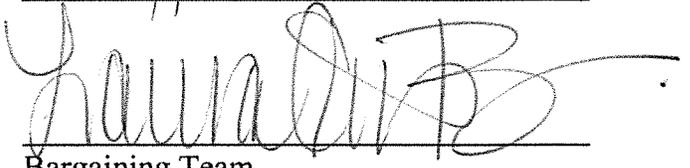
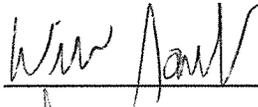
Lorna Zeller, Director of Compliance/HR

Robert Tribby, Director of Finance

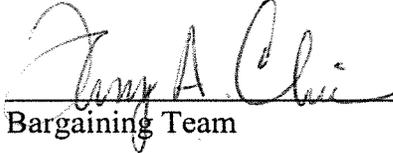


Michael D. Esposito, Chief Negotiator
Clemans, Nelson and Associates, Inc.

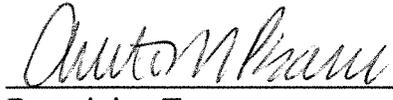
**FOR OHIO COUNCIL 8 AND
LOCAL 1617, AMERICAN
FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO**



Bargaining Team



Bargaining Team



Bargaining Team

APPENDIX A
CITY OF MAYFIELD HEIGHTS
GRIEVANCE APPEAL FORM

Name of Employee _____
(Grievant)

Position of Employee _____

Date and Time of incident giving rise to the grievance

(Date) (Time)

Nature of grievance, Article and Section violated _____

Statement of facts _____

Relief requested _____

STEP 1 – SERVICE DIRECTOR OR DESIGNEE, CITY OF MAYFIELD HEIGHTS

Delivered by Grievant to the appropriate Department Head or designee.

Received by _____ Date _____

Department Head Answer

**APPENDIX A
(Continued)**

Signature _____
Department Head

Date _____

Received by _____
Grievant

Date _____

STEP 2 – APPEAL TO MAYOR

REASON FOR APPEAL _____

RELIEF REQUESTED _____

SIGNATURE OF GRIEVANT _____

DATE _____

RECEIVED BY _____

DATE _____

MAYOR'S ANSWER _____

MAYOR'S SIGNATURE _____

DATE _____

SIDE LETTER
LUMP SUM PAYMENT

Within thirty (30) days of execution of the parties' agreement, all bargaining unit members shall receive a lump sum payment in the amount of four hundred dollars (\$400.00).