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**AGREEMENT BETWEEN**

**THE CITY OF MAYFIELD HEIGHTS, OHIO**

**AND THE**

**UNION OF STATE, COUNTY AND  
MUNICIPAL WORKERS OF OHIO**

**(SERVICE DEPARTMENT BARGAINING UNIT)**

**SERB Case No.  
2014-MED-10-1546**

**Effective: January 1, 2015  
through  
December 31, 2017**

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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 referred to as "the Employer") and the Union of State County and Municipal Workers of Ohio (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 employees 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 employees in the bargaining unit.

2.2 The employees covered by this Agreement and included in the bargaining unit are all full-time Service Department employees occupying the following classifications:

1. Foreman
2. Mechanic
3. Heavy Equipment Operator
4. Truck Driver/Laborer
5. Laborer
6. Office Foreman
7. Custodial and Maintenance
8. Animal Warden

2.3 Supervisors, part-time, seasonal and temporary employees are excluded from the bargaining unit. All other employees of the Employer are excluded from the bargaining unit.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

3.1 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 or 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, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or lay off 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.

3.2 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.

3.3 **Subcontracting.** For purposes of preserving work and job opportunities for the employees 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 4** **DUES DEDUCTION/FAIR SHARE FEES**

4.1 **Membership.** All new employees eligible for membership in the bargaining unit shall either become dues-paying members of the Union, or, as a condition of continued employment, remit to the Union a fair share fee, to be determined by the Union in accordance with the provisions of Ohio Revised Code Section 4117.09(C).

4.2 **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 rebated for expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. 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.

**4.3 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 the provisions of this Article.

**4.4 Payment of Deductions.** Deductions for dues and fair share fees will be made and paid monthly to the Union.

## **ARTICLE 5** **NON-DISCRIMINATION**

**5.1** 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.

**5.2 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 of 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.

**5.3 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.

**5.4 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.

## **ARTICLE 6** **NO STRIKE/NO LOCKOUT**

**6.1** 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 procedures for the orderly resolution of grievances. The parties, therefore, agree to the following for the duration of the Agreement:

A. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee 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 6.01(A). In the event any violation of Section 6.01 (A) occurs, the Union shall immediately notify all employees 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 or to end such interference at once.

6.2 In addition to any other remedies available to the Employer, any member or members, either individually or collectively, who violate Section 6.01 of this Article are subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the Corrective Action and Grievance Procedure Articles of this Agreement.

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

## ARTICLE 7 PROBATIONARY PERIODS

7.1 **Initial Hire.** All full-time employees shall be required to successfully complete a one-hundred eighty (180) day probationary period. The probationary period shall begin on the first day for which the member receives compensation with the Employer.

7.2 **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.

7.3 Probationary employees and 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 or in any other forum.

## ARTICLE 8 SENIORITY

8.1 **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.
- D. Service Department Seniority. Shall be defined as an employee's total length of uninterrupted full-time service in the service department.

**8.2 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 one (1) year;
- D. Failure to return to work within seven (7) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence; and,
- F. A resignation.

**8.3 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.

## **ARTICLE 9** **CORRECTIVE ACTION**

**9.1** No employee shall be discharged, suspended, 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 minimum wage for those days on suspension)
- E. Discharge.

**9.2 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 employee's record of discipline, and the employee's record of performance and conduct.

**9.3 Predisciplinary Conference.** Whenever the Employer and/or his designee determine that there may be cause for an employee to be disciplined (suspended, reduced in pay or position, or discharged), a predisciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The predisciplinary conference procedure shall be as follows:

- A. Notice/Scheduling. The member shall be provided with 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. A bargaining unit member shall suffer no loss in pay for attending a pre-disciplinary conference conducted during his regular work hours.
- B. Representation. The affected member(s) may elect to have a representative of the Union present at any such predisciplinary conference. The cost of the representative shall be borne by the member.
- C. Decision. Within ten (10) calendar days after the hearing, the Service Director shall provide the member with a written statement affirming, reducing, or dismissing the charges based on the relative strength of the evidence. The Service Director shall issue a report, notifying the member of the findings, and the appropriate disciplinary measures which will be imposed.

**9.4 Waiver of Predisciplinary Conference.** Prior to the scheduled time of the predisciplinary conference, the member may waive the contractual right to the conference by signing the "Waiver of Service Director Hearing" form (Appendix B). A waiver permits the Employer to proceed with an investigation and render discipline.

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

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

**9.7 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	12 months
suspensions of less than three (3) days	24 months
suspensions of three (3) days or more	36 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. 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.

## ARTICLE 10 WORK RULES

**10.1** 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 employees and the conduct of the Employer's services and programs.

**10.2** 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 11 HOURS OF WORK/OVERTIME

**11.1** This Article is intended to define the standard hours of work per work period. 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. This Article is intended 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.

**11.2** Work Day/Shift/Week. The normal work period for all members is eight (8) hours per day, excluding a one (1) hour lunch period, and forty (40) hours per week, Monday through Friday. The day shift normally commences between 6:30 a.m. and 8:00 a.m. and ends between 3:30 p.m. and 4:30 p.m. The night shift normally is scheduled 7:00 p.m. - 3:00 a.m. Notwithstanding this, the Employer may establish alternative schedules pursuant to section 11.1 and Article 3, Management Rights, if it determines that such is required based on its operational needs.

**11.3** Night Shift Differential/Assignment. Members assigned to the night shift shall receive a shift differential of two (2%) percent in addition to their regular hourly rate. A member assigned to the night shift shall be prohibited from submitting a formal request to transfer for a period of six (6) months. Where the Employer determines that there is the opportunity to transfer off night shift and more than one (1) member desires to do so, requests will be granted by bargaining unit seniority.

**11.4** 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 regular hourly rate of pay.

**11.5 Hours Worked Defined.** Time paid but not worked will not count as actual time worked for overtime purposes with the exception of vacations, holidays and personal days.

**11.6 Overtime Distribution.** When the Employer determines that overtime is necessary, it shall be distributed by seniority, within the affected classification, as equally as possible.

**11.7 Call-In/Call-Back.** When a member is called back to work at a time other than the scheduled shift, after clocking out, the member shall receive a minimum of two (2) hours pay at the applicable hourly rate or actual hours worked at the applicable rate, whichever is greater, provided that the minimum is not contiguous to the beginning or ending of his scheduled shift. Any member called to work on a regularly scheduled vacation day or holiday will be paid the applicable rate for actual hours worked. In addition, the member may elect to receive his vacation and holiday pay or reschedule the vacation day or holiday.

**11.8 Compensatory Time.** The member may, in lieu of cash payment for overtime, choose to take additional time off as compensation. All time taken in lieu of compensation for overtime will be done only with the approval of the Service Director or designee. The parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the FLSA. 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.

**11.9 Compensatory Time Election.** 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 overtime hours. The Finance Department will, at that time, begin to record the employee's overtime hours. Any 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 31<sup>st</sup> of any year, will be paid in cash. Whenever a member takes time off in lieu of compensation, the Service Director 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 31, following the date the above notice is served on the Finance Department, but may do so only once. If the member rescinds the notice, the member will be paid in cash for overtime worked until December 31<sup>st</sup> of that year.

## **ARTICLE 12** **LAYOFF AND RECALL**

**12.1 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, furlough, workweek reduction, 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.

**12.2 Procedure.** 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.

**12.3 Recall Rights.** Members who are laid off shall be placed on a recall list to their respective job classification for a period of twelve (12) 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 for which they are being recalled.

**12.4 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.

**12.5 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.

**12.6 Notice/Procedure for Furloughs/Workweek Reductions.** In the event the Employer determines that a furlough/workweek reduction is necessary, the Employer agrees to provide the Union and those affected members with as much notice as possible, but not less than seven (7) days, of the planned furlough. Such notice will indicate how the furlough/workweek reduction is to be accomplished, apportioned among the bargaining unit, and the effective date that the planned reduction will begin. Furloughs/workweek reductions will be limited to personnel paid out of the fund(s) where the lack of funds exists. The Employer agrees to offer employees the option to voluntarily take unpaid furloughs/workweek reductions prior to implementing any involuntary furlough/workweek reduction. Once the number and extent of involuntary furlough time is determined, employees will be required to schedule their applicable amount of furlough time by bargaining unit seniority, but subject to the approval of and operational needs of the Employer.

Employees who are subject to furlough/workweek reduction shall not have their vacation service time reduced, their seniority reduced, nor shall they lose eligibility for Employer sponsored insurance offered under the parties' agreement.

**12.7 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 13** **PERSONNEL FILES**

**13.1** 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 Employer and its employees. All members shall have access to their own individual personnel file for review of documents contained therein.

**13.2 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 Service Director or designated representative.
- B. All reviews shall be conducted during normal business hours.

**13.3 Clarification.** If, during the course of review, a member discovers material which the member feels is negative or derogatory in nature, the member may provide a written and signed comment in rebuttal, mitigation, or explanation of the material. This rebuttal will be placed in the file and remain in the file as long as the negative material remains.

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

#### **ARTICLE 14** **UNION REPRESENTATION**

**14.1** 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 provide identification 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.

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

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

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

**ARTICLE 15**  
**GRIEVANCE PROCEDURE**

15.1 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 raised by bargaining unit members.

15.2 **Definition.** The term "grievance" shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation, or improper application of only the specific and express provisions 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.

15.3 **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. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.
- D. **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 member shall be elected by the group to process the grievance. Each member who desires to be included in such grievance shall be required to sign the grievance.
- E. **Direct Step 2 Appeals.** A grievance can be taken directly to Step 2 by the Union or directly to arbitration with the written agreement of the Employer and the Union.
- F. **Time Limits Calculations.** For purposes of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

- G. Vacancies in Steps. In the event either the office of Service Director or Mayor is vacant, grievances will proceed to the next step, without any loss of time, to be answered by the supervisor next in the grievance procedure.

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

- A. Grievied member's name and signature;
- B. Grievied 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.

**15.5 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 effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: Service Director. A member having a grievance must reduce the grievance to writing as set forth in Section 15.04 and refer the grievance to the Service Director, or designee, within ten (10) days after the incident giving rise to the grievance, or knowledge thereof, not to exceed thirty (30) days after the incident. The Service Director shall either grant the grievance, reject the grievance, or within ten (10) days schedule a hearing with the aggrieved member and the appropriate Union representative if the former desires. The Service Director 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 hearing if one is held.

Step 2: Mayor/Designee. If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the 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 grant the grievance, reject the grievance, or within ten (10) days 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 hearing if one is held.

Step 3: Arbitration. If the grievance is not satisfactorily settled in Step 2, 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 ten (10) 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 procedure is as follows:

- 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 his 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 has no authority to determine any other issues not so submitted, or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue. The arbitrator shall have the ability to modify the level of the discipline imposed upon finding that the employee has not engaged in any of the charged conduct.

The arbitrator cannot recommend any right or relief on an alleged grievance occurring at any time other than during the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Employer at Step I 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 desire a court reporter's recording or request a copy of any transcript.

**ARTICLE 16**  
**BULLETIN BOARD SPACE**

- 16.1 The Employer agrees to provide exclusive bulletin board space for use by the Union.
- 16.2 All Union notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by a Union official.
- 16.3 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 employee.
- 16.4 Upon the request of the Service Director, the Union shall cause the immediate removal of any material posted in violation of this Article.

**ARTICLE 17**  
**WAGES**

17.1 **Wage Increase.** During the term of the agreement, bargaining unit members will receive general wage increases as follows:

Effective first full pay following ratification	3.0%
Effective 1/1/2016	2.5%
Effective 1/1/2017	2.0%

17.2 **Wage Schedule.** During the term of the agreement, bargaining unit members will receive general wage increases as provided for in Section 1 and any applicable merit based adjustments provided for herein under the following wage schedule. Wage schedule administration is governed by the language in section 3.

Classification			Upon Ratification		
			Min	Mid	Max
Mechanic Foreman	\$20.14	\$35.26	\$20.14	\$27.70	\$35.26
Mechanic	\$20.14	\$33.62	\$20.14	\$26.88	\$33.62
Foreman	\$20.14	\$35.26	\$20.14	\$27.70	\$35.26
Service Department Technician	\$20.14	\$31.36	\$20.14	\$25.75	\$31.36

Laborer	\$11.53	\$25.09	\$11.53	\$18.31	\$25.09
Sign Shop Technician	\$16.64	\$29.12	\$16.64	\$22.88	\$29.12
Office Foreman	\$16.64	\$29.12	\$16.64	\$22.88	\$29.12
Custodial/Maintenance	\$15.53	\$24.32	\$15.53	\$19.93	\$24.32
Animal Warden	\$15.14	\$25.37	\$15.14	\$20.26	\$25.37

**17.3 Wage Schedule Administration.** Newly hired employees shall be hired at the entry rate. However, based on the employee's qualifications and prior experience, the Employer at his discretion may place a newly hired employee up to the mid-point of the pay range for the employee's position. Any employee currently paid an hourly rate that exceeds the maximum rate of pay for his pay grade shall have his wages frozen at his current hourly rate until such time as the maximum hourly rate exceeds his current hourly rate. Any employee who reaches the top range of the wage schedule shall still be eligible to receive lump sum merit payments pursuant to Section 17.4. In the event that an employee is promoted from one classification to another, he shall receive either the minimum rate for the range into which he is promoted or a five percent (5%) wage rate adjustment provided that such does not exceed the maximum rate, whichever is greater.

**17.4 Merit Increases/Bonuses.** Merit raises may be given by the Appointing Authority at his discretion at any time during a contract year subject to the constraints of the wage scale and availability of funds. Such increases/bonus payments shall be based on the following criteria: production; performance; and attendance. Employees shall be evaluated by their immediate supervisor and applicable department head, who shall submit the evaluations to the Appointing Authority/Designee. The evaluations shall be in writing and shall include a recommendation as to whether or not it is recommended that the employee should be considered for a merit increase and, if so, the amount of the recommended increase. Once recommended, the Appointing Authority shall make a determination and shall provide the designee, if applicable, and employee with his decision. Any employee dissatisfied with the decision may request a meeting with the Appointing Authority/designee to discuss the decision. The Appointing Authority's decision is at his discretion and is final and not appealable. Merit increases may be in the form of hourly adjustment or lump sum equivalents.

## ARTICLE 18 LONGEVITY

**18.1** All full-time 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:

1. After the completion of five (5) years of continuous full-time service, \$45.00/month; (\$540.00 yearly)
2. After the completion of ten (!0) years of continuous full-time service, \$55.00/month; (\$660.00 yearly)

3. After the completion of fifteen (15) years of continuous full-time service, \$75.00/month; (\$900.00 yearly)
4. After the completion of twenty (20) years of continuous full-time service, \$90.00/month; (\$1,080.00 yearly)
5. After the completion of twenty-five (25) years of continuous full-time service, \$100.00/month; (\$1,200.00 yearly)

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

**18.3** All members meeting the requirements of Section 18.01 above shall be entitled to receive the additional amount on a per hour basis beginning the next pay period following the member's anniversary date.

## **ARTICLE 19** **UNIFORM ALLOWANCE**

**19.1** **Uniforms.** The Employer will provide for or make arrangements to have provided for each member of the bargaining unit the following items:

- a. seven (7) tee shirts;
- b. three (3) hooded sweat shirts;
- c. one (1) safety jacket;
- d. one (1) winter jacket;
- e. one (1) winter cap;
- f. seven (7) shirts;
- g. seven (7) pants.

These items will be replaced as needed, if applicable, but not more than once per year.

**19.2** **Work Boots/Allowance.** Members who are required to wear work boots will be reimbursed \$150.00 once per year after presenting the Service Director or designee with proof of the purchase of boots. Uniform maintenance will continue to be provided by the Employer at no cost to the member.

**19.3** The Employer will continue to make rain gear and rubber boots available to members as required by weather and job conditions.

## **ARTICLE 20** **HEALTH CARE COVERAGE**

**20.1** 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 20.5 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.

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

**20.3** 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:

Single -	up to \$603.91 per month
Family -	up to \$1,630.58 per month

Excess costs for alternate, more expensive plans, shall be the responsibility of the participating employee.

**20.4 HSA/HRA Structure.** In addition to the base funding amount provided for above, the City agrees to establish an HRA or HSA funding structure, the structure of which will be determined by the City, with a maximum City funding level of \$2,500 for single and \$5,000 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.

**20.5 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 20.3; 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 for the following plan year, Option C shall apply and will be implemented.

## **ARTICLE 21** **HOLIDAYS**

**21.1** All full-time members covered by this Agreement shall receive time off with regular 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; and
- 9. Five (5) Personal Days.

**21.2** Whenever any of the above holidays falls on Saturday, the Friday immediately preceding shall be considered as the holiday. Whenever any of the above holidays falls on Sunday, the Monday immediately following shall be considered as the holiday. The evening crew will take off on Easter Sunday in lieu of Good Friday.

**21.3** Members can take their 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. Personal Holiday dates for each calendar year shall be picked between November 15 and December 30 of the preceding calendar year. The most senior member shall select his Personal Holiday dates first but may only select up to three Personal Holiday dates before yielding to the next senior member. Picking Personal Holiday dates shall rotate by seniority with each member picking up to three Personal Holiday dates at a time until all employees have used up their Personal Holidays. After December 30 of each year, an employee who has not used his seniority to select Personal Holiday dates shall not be permitted to use seniority to require another member to give up previously selected Personal Holiday dates. Bargaining unit members' choice of Personal Holiday dates shall be granted regardless of conflicts with non-bargaining unit employees' choice of Personal Holiday dates. All other holidays must be taken within the work period the holiday is scheduled. First year members shall be paid for personal days on a pro-rata basis of one day for each ten (10) weeks of employment.

21.4 To be eligible to receive holiday pay, a member must work the scheduled workday immediately preceding and immediately following the holiday. However, employees on 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.

**ARTICLE 22**  
**VACATIONS**

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

After One (1) Year	Two (2) Weeks Vacation
After Six (6) Years	Three (3) Weeks Vacation
After Thirteen (13) Years	Four (4) Weeks Vacation
After Nineteen (19) Years	Five (5) Weeks Vacation

22.2 Vacation time will be computed from date of hire.

22.3 **Mandatory Use/Discretionary Carry-Over.** All vacation time must be taken within the calendar year or it will be forfeited. Members may make a written request to the Mayor to carry over unused vacation. The Mayor shall have final authority to approve a carry-over of vacation leave for extreme circumstances only. Accumulated carry-over vacation time shall not exceed eighty (80) hours at anytime. 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.

22.4 **Scheduling.** Choice of vacation dates by members shall be governed by seniority.

22.5 **Separation Pay.** A member who separates employment in good standing shall be paid for all unused vacation time and a pro rata share for all accrued vacation credit for the

22.6 calendar year in which he separates employment. The pro rata share will be determined based on the month and calculated by 1/12 shares.

22.7 **Mandatory Use/Annual Conversion.** 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.

22.8 **Prior Vacation Balances.** The parties acknowledge that during previous contracts vacation was permitted to accrue beyond permitted balances. In order to bring those balances down to acceptable levels all members having prior accrued balances shall be required to schedule off at least half of the accrued balance during the term of the parties' agreement.

### **ARTICLE 23** **BEREAVEMENT LEAVE**

23.1 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.

23.2 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; or
- h. Step-Parent.

23.3 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 23.01.

23.4 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 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 24**  
**JURY DUTY**

24.1 Members required to serve on jury duty, except for voluntary jury duty, shall continue to receive their regular rate of pay during said jury duty.

**ARTICLE 25**  
**SICK LEAVE**

25.1 **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 25.3, and any remaining time liquidated down to the cap at the rate of thirty-three percent (33%). Employees 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, defined as spouse, children and parents residing with the member. 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 satisfactory affidavit that the absence was caused by illness due to any of the causes mentioned in this section.

25.2 **Sick Leave Conversion.** Upon retirement, death, resignation or disability, each full-time bargaining union member shall be entitled to receive payment of one-half (1/2) of the 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 by Mayfield Heights on a full-time basis for a minimum of ten (10) years. Payment will be made at the current rate of pay.

25.3 **Non-Use Incentive Payment.** At the end of each calendar year, as an incentive not to abuse sick leave, a Union member who has reached the cap in Section 25.1 who has not used any sick leave during that incentive year shall be paid a maximum of forty (40) hours of pay, at the regular hourly rate of pay. For each hour of sick leave that is used the payment will be reduced accordingly. If forty (40) hours or more of sick leave is used in the calendar year, the member is not entitled to sick leave incentive. 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.

25.4 **Incentive Year Defined.** For purposes of this Article only, an incentive year shall be defined as December 1 through November 30.

25.5 Members shall receive their conversion payment no later than sixty (60) days following the calendar year.

25.6 **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 Service Director or designee.

**25.7 Annual Conversion.** During January of each year, any full-time member covered under the provisions of this agreement who has at least one thousand (1000) hours of accumulated unused sick leave may convert accumulated 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 nine hundred (900) hours of unused time or 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.

**25.8 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.

**25.9 Employer Required Examination/Fitness for Duty.** The Service Director 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 provided that the 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.

**25.10 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. Sick leave shall not be transferable to the City of Mayfield Heights from another public entity.

## **ARTICLE 26** **LEAVES OF ABSENCE**

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

**26.2 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 Service Director.

**ARTICLE 27**  
**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 28**  
**CDL PREMIUM/REIMBURSEMENT**

**28.1** Any bargaining unit member required, as a condition of employment, to hold and maintain a commercial driver's license, will be reimbursed for all money paid to a governmental agency for the purpose of maintaining or obtaining the commercial drivers license. Receipts for such expenses will be turned in to and approved by the Service Director, who will notify the Finance Director, who will reimburse the member within 30 days.

**28.2** Any full-time bargaining unit member who holds a Class A CDL and actually performs service for which a Class A CDL is required will be paid \$600.00 in January of each contract year.

**28.3** Any full-time bargaining unit member who holds a Class B commercial drivers license (CDL) and actually performs service for which a Class B CDL is required will be paid \$350.00 in January of each contract year.

**28.4** Employees who hold both Class A and Class B CDLs will be paid only one premium.

**ARTICLE 29**  
**COMMERCIAL DRIVER'S LICENSE**

**29.1** As a condition of continued employment, employees in the following classifications shall be required to maintain a valid Ohio Commercial Driver's License (CDL):

Foreman  
Mechanic  
Heavy Equipment Operator  
Truck Driver/Laborer

Additionally, any classification for which a CDL becomes a necessary requirement during the term of this agreement shall be subject to the terms set forth herein.

**29.2** Should any employee who is required to maintain a valid CDL fail to do so, he shall be unqualified to retain his position. Any such employee may submit a written request to the Employer for a temporary voluntary reduction. If the Employer determines that a vacancy exists in a lower level classification for which the requesting employee is presently qualified to

perform the essential duties of the position, without further training, the employee may be placed in the lower level position not requiring CDL licensure as a temporary voluntary reduction at the Employer's discretion.

Where the employee requests a reduction and the Employer, at its sole and exclusive discretion, determines a temporary reduction will not be offered, the employee shall be placed on a limited unpaid leave of absence, not to exceed twelve (12) months, or will be terminated from employment.

At any point should the Employer determine that the continuation of a temporary voluntary reduction is inconsistent with its operational needs, the employee may be placed on an unpaid leave of absence due to his failure to remain appropriately qualified for his permanent job classification. All voluntary reductions are intended to be temporary in nature and may be limited or discontinued at the sole and exclusive discretion of the Employer. The determination of whether or not a voluntary reduction is offered or continued is not subject to the grievance procedure.

**29.3** The Department of Transportation Federal Highway Administration Rules on "Controlled Substances and Alcohol Use and Testing" (49 CFR 382) shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in Department of Transportation "Work Place Drug and Testing Programs" (49 CFR Part 40). The parties to this agreement are bound by those rules, and may not modify, amend, or ignore them; however, the Union recognizes the City's independent authority under those rules. The City agrees to provide awareness training to all affected employees regarding the testing required by the rules, including random testing.

**29.4** Drug/alcohol testing required by the rules specified in Section 29.3 of this article shall be paid for by the City for bargaining unit employees, exclusive of pre-employment testing.

**29.5** **Reinstatement.** An employee who re-obtains the necessary licensure under this article and becomes insurable under Article 30 within a period of twelve (12) months will be reinstated to his former position.

**29.6** **Part-time Work Offer.** An employee who loses is licensure under this article or insurability under Article 30, Insurability, who is not offered full-time non-licensure work shall be offered any part-time service department work that is available prior to being placed on an unpaid leave of absence. Additionally, if an employee is placed on an unpaid leave of absence, he will be contacted and offered part-time service department work opportunities prior to making those available to non-bargaining unit personnel.

## **ARTICLE 30** **INSURABILITY OF CITY EMPLOYEES**

**30.1** During the life of this agreement, any city employee who is required to operate a city vehicle as a part of his or her job duties must remain at all times insurable under the City's regular policy of insurance. Whenever the city is notified regarding an individual's inability to

be insured, the employee will be notified in writing and shall be afforded the opportunity to provide information that concerns their insurability.

**30.2** Any employee who cannot qualify as insurable under the City's regular policy of insurance may be reduced or reassigned to another vacant position, at the Employer's discretion, the duties of which do not require insurability. At any time after the employee is reduced/reassigned to a vacant position, the Employer, at its sole and exclusive discretion, may place the employee on an unpaid leave of absence for any reason under Section 30.3 of this article or place the employee on layoff status.

**30.3** If there is no vacant position into which the employee can be placed under Section 30.2 of this article, or the Employer exercises its discretion not to place an employee in a vacant position, then the employee may request to be placed on a twelve (12) month leave of absence without pay. If at the end of the leave of absence the employee is still unable to be insured, he shall be terminated from his position for failing to remain qualified to perform the duties of his position. The determination of whether or not a voluntary reduction is offered or continued is not subject to the grievance procedure.

**30.4** On matters of insurability, the decision of the City's insurance carrier shall be final and binding, and an employee affected under this system may not grieve the Employer's choice of options, or any other matter.

### **ARTICLE 31** **INTERIM REPLACEMENT EMPLOYEES**

**31.1 Interim Replacement Hires.** Where an employee is placed on a leave of absence for any reason due to loss of insurability under Article 30 or CDL status under Article 29, the Employer may hire an interim replacement worker to perform the employee's normal position.

**31.2. Replacement Hire Job Status/Benefit Eligibility/Union Status.** The interim replacement worker shall have the right to be paid the entry wage for the position only, but the Employer at its discretion may adjust that amount based on increases or wage supplements available to unit members and subject to the limitations of the parties' agreement. The interim replacement worker shall be entitled to insurance benefits should he qualify for such and overtime pay for hours physically worked as is required under the Fair Labor Standards Act (FLSA), but shall have no other rights under the contract to sick leave, vacation, holiday pay, overtime rotations, or any other benefit. The Employer shall be able to schedule the interim replacement in accordance with the Agreement. The interim replacement will pay union dues or fair share fee in accordance with the Agreement. The interim replacement worker will be considered a probationary employee during the entire time that he is classified by the Employer, at its sole and exclusive discretion, as an interim replacement, and shall have no right to appeal any disciplinary action or job retention rights.

**31.3 Replacement Duration/Limitations.** Regardless of the result or status of the normal employee's unpaid leave of absence (e.g., the employee becomes insurable, the employee does not become insurable, etc.), the Employer may at its discretion either discontinue the

employment of the interim replacement at any time or elect to convert the replacement to a regular full-time employee. If the interim replacement worker is converted to regular full-time status prior to maximum usage period under this section, another interim replacement may be hired for the purposes of filling the balance of the interim replacement period. The duration that the Employer may classify an employee as replacement interim shall be limited to the greater of twelve (12) months or the length of the temporary leave of absence or voluntary reduction of the member for whom the interim replacement is brought in to cover plus thirty (30) calendar days. Nothing in this section precludes the Employer from declining to retain the interim replacement worker at the conclusion of the interim replacement period and subsequently offering the worker employment in another status with the office (e.g., part-time, etc.).

**31.4 Conversion to Full-time Status.** In the event that an interim replacement is converted to regular full-time status, he shall not be required to serve a new probationary period. Service time for the purposes of vacation leave shall be based on the date that the worker began service with the Employer as a replacement, interim employee. Seniority, however, shall only accrue from the date of hire as a regular full-time employee and shall not include any replacement interim service.

## **ARTICLE 32** **TENURED SERVICE DEPARTMENT EMPLOYEE**

**32.1** Any full-time bargaining unit member who has been continuously employed on a full-time basis by the City of Mayfield Heights for more than ten (10) years will be deemed a Tenured Service Department Employee, and will receive an additional one thousand (\$1,000.00) dollars payable in January of each contract year.

**32.2** The payment provided in Section 32.1 is contingent upon the approval of the Service Director who will evaluate the qualified employee in December of each year on the basis of attendance, punctuality, work performance, attitude, and other job related objectives. If a member who qualifies as a Tenured Service Department Employee is rejected by the Service Director, a meeting will be held between the affected member, a Union representative and the Service Director at which the member will be informed of the reasons for denial and be permitted to explain the circumstances. The member will be advised of the steps that must be taken to qualify for the premium in the next year.

## **ARTICLE 33** **LIFE INSURANCE**

**33.1** The City will provide each member with term life insurance in the amount of thirty thousand (\$30,000.00) dollars which will be effective from the date of hire through separation.

## **ARTICLE 34** **PROMOTION TO SERVICE DIRECTOR**

**34.1** In the event there is a vacancy in the position of Service Director or Assistant Service Director, it is agreed that the position will be filled at the discretion of the appointing

authority from inside or outside the bargaining unit. It is further agreed that if a bargaining unit member is promoted to the position of Service Director or Assistant Service Director, that the City, by way of ordinance or resolution, will provide assurance that if the appointing authority chooses to terminate the member promoted, that person will be returned to the rank and file at the pay scale from which the promotion was made. Any demotion from the position of Service Director to the rank and file is unappealable.

**34.2 Rate of Pay.** An employee who is demoted and returned to the bargaining unit under Section 34.1, shall receive his previous rate of pay for the applicable classification from which he came, adjusted to account for any general wage increases that were given to bargaining unit members during the time period that he served in a non-bargaining unit capacity.

**34.3 Seniority.** A bargaining unit member who is promoted to a non-bargaining position under this Article shall continue to accrue his total seniority. All other seniority under the parties' agreement shall be suspended upon departure from the bargaining unit, reinstated at the suspended level attained upon return to the unit, and then calculated further under Article 8, Seniority.

**ARTICLE 35**  
**WAIVER IN CASE OF EMERGENCY**

**35.1** 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 members.

**35.2** 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 36**  
**SEVERABILITY**

**36.1** 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.

**36.2** If in the event any provision is 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.

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

**ARTICLE 37**  
**DURATION OF AGREEMENT**

37.1 This Agreement represents the complete agreement on all matters subject to bargaining between the Union and the Employer and except as otherwise provided herein shall become effective on January 1, 2015, and shall remain in full force and effect until December 31, 2017.

37.2 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 nor later than ninety (90) calendar days 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 38**  
**TOTAL AGREEMENT/MID-TERM BARGAINING**

38.1 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 modification or discontinuance being subject to any grievance or appeal procedure.

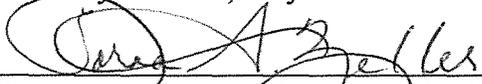
38.2 **Mid-Term Bargaining.** If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, and provided that such action involves a mandatory subject of bargaining, then the Employer, prior to making such change, shall inform the Union of said proposed change, and if requested, meet and confer over the effects of the change with the Union, prior to making such change or as soon as practicable thereafter.

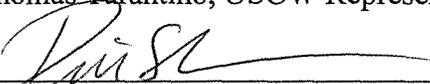
**SIGNATURE PAGE**

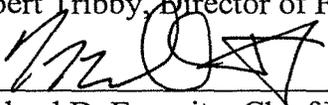
In Witness Whereof, the parties hereto through their duly authorized representatives have caused this Agreement to be executed this 10<sup>th</sup> day of MARCH, 2015.

**For the City of Mayfield Heights:**

**For the Union of State, County and  
Municipal Workers of Ohio:**

  
\_\_\_\_\_  
Anthony DiCicco, Mayor  
  
\_\_\_\_\_  
Lorna Zeller, Compliance Standards Officer

  
\_\_\_\_\_  
Thomas Tarantino, USCW Representative  
  
\_\_\_\_\_  
USCW Bargaining Team

\_\_\_\_\_  
Robert Tribby, Director of Finance  
  
\_\_\_\_\_  
Michael D. Esposito, Chief Negotiator  
Clemans Nelson and Associates, Inc.

\_\_\_\_\_  
USCW Bargaining Team  
\_\_\_\_\_  
USCW Bargaining Team

**APPENDIX A**  
**CITY OF MAYFIELD HEIGHTS SERVICE DEPARTMENT 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 Service Director or designee.

Grievant Signature \_\_\_\_\_ Date \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

Service Director Answer \_\_\_\_\_ Date \_\_\_\_\_

(Within ten [10] days after meeting with the Grievant)

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Service Director

Received by \_\_\_\_\_ Date \_\_\_\_\_  
Grievant

**STEP 2 – APPEAL TO MAYOR**

REASON FOR APPEAL \_\_\_\_\_

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RELIEF REQUESTED \_\_\_\_\_

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SIGNATURE OF GRIEVANT \_\_\_\_\_ DATE \_\_\_\_\_

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_

MAYOR'S ANSWER \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAYOR'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX B**  
**WAIVER OF PREDISCIPLINARY HEARING FORM**

Name of Employee \_\_\_\_\_

Position of Employee \_\_\_\_\_

The undersigned hereby notifies the Service Director or designee that I am fully cognizant of the nature of the charges against me and the extent of discipline which may be rendered.

I hereby waive my right to a predisciplinary hearing as set forth in Section 9.3, retaining all rights to appeal the decision of the Service Director as set forth in Article 9, Corrective Action.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**SIDE LETTER #1**  
**LUMP SUM MERIT POOL**

In addition to the general wage increases provided for under Article 17, during the second year of the agreement the parties agree that a merit pool will be created, the equivalent of one percent (1%) of the base annual salary of bargaining unit members. Merit increases will be provided under the procedure established in 17.4 from this pool and for year 2 such merit will be in the form of hourly adjustments. Thereafter, in subsequent years merit may be provided under the terms of the parties' agreement.

**SIDE LETTER #2**  
**ADDITIONAL CLASSIFICATIONS**

As part of these negotiations the parties have elected to create and acknowledge the classifications of Mechanic Foreman, Service Department Technician, and Sign Shop Technician so as to better reflect the duties performed by current personnel. The placement of current staff in those job classifications is not considered a promotional action under 17.3. The parties agree to jointly update the unit certification with SERB to reflect the appropriate unit composition following the resolution of negotiations.

**SIDE LETTER #3**  
**CONTINGENT REOPENER**

In the event that the Employer agrees to a different wage and/or insurance package with another bargaining unit without engaging in the dispute resolution procedures (i.e., fact finding or conciliation process under R.C. 4117), the Union may request that the parties re-open the agreement for the purposes of discussing those differences and/or an adjustment to economic matters under the agreement.