



Public Works

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MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**CITY OF
CLEVELAND HEIGHTS**

AND THE

**NATIONAL PRODUCTION WORKERS UNION
LOCAL 707**

**SERB CASE NO.
2014-MED-11-1595**

**EFFECTIVE: JANUARY 1, 2015
THROUGH
DECEMBER 31, 2017**



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ARTICLE 1
PREAMBLE

This memorandum is made between the City of Cleveland Heights, hereinafter referred to as the "City," and the National Production Workers Union, Local 707 of Cleveland, hereinafter referred to as the "Union." The term "employee" or "employees" where used herein refers to all employees in the bargaining unit who are members of the Union in good standing.

ARTICLE 2
PURPOSE

The purpose of the memorandum is to provide a fair and responsible method of enabling employees covered by this memorandum to participate, through union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties, subject to the provisions of the Charter of the City of Cleveland Heights, the statutes of the State of Ohio, and all the applicable governmental administrative rules and regulations.

ARTICLE 3
RECOGNITION

The Union is recognized as the exclusive representative for member employees within the Department of Public Works which includes the divisions of Refuse Collection, Transfer Station, Vehicle Maintenance, Street Maintenance, Sewer Maintenance, Water Distribution, Parking Meters, Forestry, Wildlife, Parks and Properties and Traffic Signs for the purpose of establishing rates of pay, wages, hours and other conditions of employment, but excluding all supervisors.

ARTICLE 4
MANAGEMENT RIGHTS

The management and the direction of the working force are vested exclusively in the City, and this shall include, but shall not be limited to, the right to determine qualifications and competency of employees, to hire, transfer, promote, demote, suspend or discharge for good cause, to determine if a position should be filled and to determine the number of employees required in each class of work, and to decide what work shall be performed. The management of the City in all its phases and details shall remain vested in the City. The rights of the City and the employees shall be respected and the provisions of the contract for the orderly settlement of all questions regarding such right shall be observed.

ARTICLE 5
EMPLOYEE RIGHTS

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

ARTICLE 6
UNION RIGHTS

To organize and form, engage in lawful activities; present grievances and bargain collectively.

ARTICLE 7
UNION REPRESENTATION AND VISITATION

The City recognizes the right of the Union to select stewards to represent the employees, upon request, on grievances concerning the interpretation or application of this memorandum.

The Union shall furnish the City with a written list of stewards, indicating the departments and shifts to which each is assigned, and further shall notify the City in writing of any changes therein. The staff representative of the Union shall be permitted to enter the City's premises at any time, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the City.

ARTICLE 8
**SCOPE OF BARGAINING/APPLICATION OF CIVIL SERVICE LAW,
ORDINANCES AND RESOLUTIONS**

Section 1. This Agreement constitutes the sole, entire and existing Agreement between the parties. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code, Chapter 124, ORC Section 9.44, nor any civil service rules adopted by the City, nor any local city ordinances or local pertaining to wages, hours, terms and other conditions of employment shall apply to employees in the bargaining unit where such matter has been addressed by this agreement, except that Sections 124.34 (A) relative to convictions of a felony, 124.388, and 124.57 O.R.C. shall continue to apply to bargaining unit employees.

Section 2. Notwithstanding the above, the parties agree that original appointments are not appropriate subjects for bargaining pursuant to Section 4117.08 O.R.C.

ARTICLE 9
DUES DEDUCTION

Section 1. All employees in the bargaining unit covered by this Agreement who are members of the Union on the date this Agreement is signed, and all other employee in such bargaining unit who become members of the Union at any time in the future, shall for the term of this Agreement continue to be members of the Union effective on the first day following the satisfactory completion of a probationary period. Each employee which the Union represents under the terms of this Agreement shall be required to either be a member of the Union or to pay a Fair Share Fee. This fee shall not exceed the amount of the monthly dues required to be paid by each employee who is a member of the Union. This Fair Share Fee is required in recognition of the services of the Union to the employees in the bargaining unit and the financial support necessary to continue those services. The amount of the Fair Share Fee shall be adjusted at the time that the amount of the monthly dues is changed.

The deduction of a Fair Share Fee by a Public Employer from the payroll check of the employee and its payment to the employee organization is automatic and does not require the written authorization of the employee, which is in accordance with Ohio Revised Code Section 4117.09(C).

Section 2. The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt of individual authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature, provided that:

- (1) An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at least sixty (60) days but not more than seventy-five (75) days before the termination of this Agreement and the authorization card shall state clearly on its face the right of an employee to revoke authorization. Said Public Works employee shall automatically be placed under the Fair Share Fee provisions of this provision.
- (2) All deductions shall be made during the first pay period of each month and submitted to the Union within ten (10) days, but no later than fifteen (15) days after such deductions. If an employee's pay for that period is insufficient to cover Union dues, the City will make a deduction from the pay earned during the next pay period. All additions and deletions shall be made on the monthly billing which is sent by the Union.
- (3) The City's obligation to make deductions shall terminate automatically upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this article regarding the deduction of dues, initiation fees or fair share fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Union will indemnify and save the City harmless from any action growing out of deductions hereunder commenced by an employee against the City or the City and the Union jointly.

Section 4. Ohio Revised Code Section 4117.09(C) provides that: "Any public employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization." If this prior approval is received in writing from SERB, then an alternative charitable contribution is allowed.

Section 5. The amount of dues or fees to be deducted shall be certified to the Employer, in writing, by the Union. Changes in rates of deductions shall be effective not later than thirty (30) calendar days after notice is received by the Employer.

ARTICLE 10
NO STRIKE/NO LOCKOUT

The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strikes, slowdown, walkout, concerted "sick" leave or mass resignation, work stoppage, picketing or interference of any kind at any operation of the City for the duration of this memorandum.

Violations of the preceding paragraph shall be proper cause for discharge or other disciplinary action.

The Union shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of the first paragraph. In the event any violation occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage or other interference at any operation of the City is prohibited and not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

The City shall not lockout any employees for the duration of the memorandum.

Upon or after expiration or termination of this contract or any extensions, employees have the right to strike under Chapter 4117 of the Revised Code, provided that the employee organization representing the employees has given a ten (10) day prior written notice of an intent to strike to the City Manager and to the State Employment Relations Board. The Board, at its discretion, may attempt mediation at any time.

ARTICLE 11
EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City of Cleveland Heights that all applicants for employment are selected on the basis of merit. The employment policies and practices of the City of Cleveland Heights have been and will continue to be such as to ensure that all of our employees are treated equally and that no distinctions are made in compensation, opportunities for advancement, including upgrading, promotion, and transfer because of the employee's race, color, religious belief, sex, age, national origin, disability or veteran status.

ARTICLE 12
WORK HOURS AND OVERTIME

The normal work period for all employees shall be forty (40) hours, Monday through Friday, for a calendar week. In the event, due to economic conditions, it becomes necessary to alter the work schedules, the City shall have the right to schedule employees

forty (40) hours, Sunday through Saturday, for a calendar week. Employees will be given a minimum of forty-eight (48) hours notice of this schedule change.

This may consist of either five (5) days per week at eight (8) hours per day or, in the Division of Parks and Properties, four (4) days per week at ten (10) hours per day. Employees in support of recreational programming will have more flexible work schedules. One-Man Refuse Truck Operators will be paid for rubbish clearance of their respective routes and supplemental assistance to operators of other routes on an as needed basis. These operators will be paid their regular weekly salary but be allowed to leave as early as 1:30 p.m. provided the daily routes are completed.

Employees are entitled to a one-half hour lunch break and two (2) 15-minute breaks each day. If the work unit decides to skip the morning break and include that time in the lunch period, a 45-minute lunch break will be allowed.

Overtime, as required by the City, shall be paid at the rate of time-and-a-half the employee's regular hourly rate of pay for time actually worked in excess of either eight (8) hours per day for those of five (5) day periods, or ten (10) hours per day for those on four (4) day periods. For the purpose of computing overtime, only holidays and personal days will be counted as part of the work week. Vacation and sick leave should not be considered when computing overtime hours except under emergency conditions. If unanticipated overtime opportunity occurs, employees who have previously scheduled vacation time during the week affected, preceding the announcement of overtime, will be eligible for the overtime rate of pay.

An employee called into work during that employee's regular off-duty hours shall be guaranteed a minimum of two (2) hours of pay at the appropriate rate. Regular scheduled testing, i.e., chlorine water testing, is under a two (2) hour minimum of pay. An employee called into work on any of the following holidays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, shall be guaranteed a minimum of four (4) hours of pay at the appropriate rate. If the employee is called into work less than two (2) hours before the start of the work day, this provision does not apply.

The City must ask bargaining unit members only when an overtime situation presents itself for work within one of their classifications. When this procedure has been exhausted, the City will ask other full-time employees to perform the required assignments. Parks and Properties Division is granted greater flexibility in the use of seasonal workers during the summer season only. Permanent full-time employees within the Division still have first option on overtime work.

The City shall rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The City agrees to maintain overtime rosters on a quarterly basis which shall be made available to the employees and steward upon request. Said rosters shall include a list of overtime hours worked, refused, negative contact and total hours of overtime offered. The City has the right under emergency circumstances to first seek the quickest response.

Water Maintenance Department non-supervisory employees¹ will be relieved of overtime availability on a weekly rotating basis. All employees must be available to be called out if primary response is inadequate or if additional employees are needed. No Public Works employee is required to work beyond fourteen (14) consecutive hours. The employee may work additional hours if requested and is capable of so doing.

An employee who is offered and refused an overtime assignment shall be credited on the roster with the amount of overtime refused. Overtime shall be offered on the basis of overtime hours accrued for that calendar year, starting on January 1.

Where the situation arises where two (2) or more members have accrued the same amount of overtime hours in the classification, seniority shall be the deciding factor, starting with the most senior employee in the classification and then proceeding down the list.

Employees entering a Division at any time during a calendar year shall be credited with the highest equalized amount of overtime of any employee in the division.

For the purposes of equalization of overtime only, an employee who has reported sick, taken a personal day off, or failed to report for work on a day when overtime hours have been offered shall be credited with the offered overtime hours as if he had actually worked the overtime hours.

Compensatory Time

Employees, solely at their option, shall be permitted to elect to be credited with compensatory time at the rate of one and one-half (1 1/2) hours for each hour of overtime worked in lieu of accepting cash compensation for overtime hours actually worked. Employees may accrue compensatory time up to sixty (60) hours. Compensatory time shall be taken with mutual consent of both the employee and his supervisor, provided that an employee gives his supervisor a forty-eight (48) hour advance notice of the date he intends to use for the purpose of compensatory time. Employees may elect to be paid for accrued compensatory time. The cutoff date of September 1 will be used to establish the basis for payment and the payment will be made in the first paycheck of October. The compensation elected in the form of a cash payout shall reduce the accumulated compensatory time balance proportionately to the number of hours converted.

ARTICLE 13 UNIFORMS

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

¹ Foremen excluded from this relief provision.

A payment of one hundred dollars (\$100.00) for a work boot/CDL allowance will be issued to eligible employees once during the contract term; the payment will be made in April of 2016.

ARTICLE 14
PAY ARRANGEMENTS

Section 1. Pay day shall be biweekly, on Friday. Wages paid to bargaining unit members shall be pursuant to Article 33.

Section 2. The City shall install and maintain at all times a timekeeping/recordkeeping system; and shall require each employee covered by the bargaining memorandum to accurately record time worked. The City shall at no time allow any employee to perform work unless he has punched in on a time card or otherwise appropriately recorded his time. The time records shall be kept by the City and shall be available for inspection at all times by the Union. Employees are required to punch/log in and out when leaving the City's premises except in the course of their normal duties.

ARTICLE 15
DISCIPLINE

Discipline can take any of the following forms: oral warning, written warning, suspension, demotion or discharge. Discipline shall normally be applied in a corrective, progressive manner. However, should the severity of an employee's conduct or disciplinary record so warrant, immediate suspension by a supervisor or a discharge after due process can be effected.

In the case of a warning, suspension, demotion, or discharge any non-probationary employee shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined.

The City shall serve the Union president or his designee a copy of any disciplinary action taken against any employee immediately after such action. Employee must sign all discipline notices to acknowledge receipt. All disciplinary action will remain on the employee's record for a twenty-four (24) month period. Motor Vehicle Bureau records and drug testing results will remain on file for five (5) years.

ARTICLE 16
SENIORITY/LAYOFF

Section 1. Each employee shall have seniority equal to his length of continuous service with the City dating from the date of the last employment by the City, except any employee rehired within one year after his last termination date shall be credited with his previous amount of accumulated seniority as of his last termination date plus seniority accrued during layoff and shall continue to retain all seniority rights.

Section 2. Whenever the Employer determines that a layoff or abolishment is necessary, the Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the layoff.

Section 3. Recall. Employees having one (1) to four (4) years of consecutive service with the City who have been laid off shall be offered recall to employment in inverse order of layoff for a maximum of six (6) months after layoff, provided work becomes available. Employees having at least five (5) years or more of consecutive service with the City will remain on recall for a two (2) year period. Employees to be recalled after layoff shall be notified in writing to the last known address of residence to report back to work and the City shall send a copy to the Union, in writing, at the same time. Any employee who is called back to work after layoff and fails to report within seven (7) calendar days from the date of postmark of the envelope will lose his re-employment and thereafter will not have employment preference over workers who have never been employed by the City.

Section 4. Seniority shall prevail in the layoff and recall of employees provided that the factors of credentials, skill, knowledge and ability to perform and the required tasks are relatively equal. This shall not prohibit the City from hiring a new employee for a job requiring skill not possessed by any existing employee to the extent necessary to perform the duties competently. In the event of a layoff, or the elimination of a division or job classification, selection of the employee for layoff shall be based upon the employee's seniority Citywide. If an employee is laid off from his classification or if his job is eliminated, he shall have the right to displace a less senior employee in a lateral or lower classification, first within his division, or if displacement is not available within his division, within another division, provided he has the credentials and qualifications are met. The displaced employee will exercise his seniority rights in the same manner.

Section 5. If the administration determines that a permanent full-time employee is deficient in fulfilling his job requirements, the employee has the right to transfer to another Public Works Division provided that he is qualified to perform the job. Although the affected employee retains his organizational seniority status, he will be the least senior employee in the new division.

Section 6. Employees who are discharged lose all seniority and all accumulated sick leave and all benefits that may have been accrued at the time of their separation. Regular full-time employees who are laid off and are then recalled at a later date shall have the amount of unused sick leave and vacation leave accrued at the time of layoff credited at the time of recall, provided they have not been paid out at time of layoff.

Section 7. The City shall have the right to assign and change duties from time to time, depending on operating conditions, subject only to the provisions that work loads shall not be unreasonable. An employee shall perform the duties of his classification and duties related thereto. He may resort to the grievance procedure if he considers that the foregoing provisions have been violated.

City Seniority for lay-off - per addx

ARTICLE 17
PROBATIONARY PERIOD

In order to assure a fair and impartial evaluation of new employees, all such employees will be involved in a six (6) month probationary review period. At the end of such probationary period, all new employees will be evaluated. During this probationary period, a probationary employee shall have no seniority rights. The City shall not be required to show cause for extension, discharge or suspension of any probationary employee and any discipline including discharge administered during this period shall not be subject to the grievance procedure. Probationary employees continued in the service of the City subsequent to said probationary period shall receive full continuous service credit from the beginning of the probationary period.

Seasonal employees who become full-time employees and have worked full-time work schedules prior to becoming full-time employees shall have such part-time work count on a partial basis against the six (6) month probationary period. The part-time employment period will convert at one-third of its value up to a maximum of three (3) months.

ARTICLE 18
VACANCIES AND JOB POSTING

When the City has a regular ~~full-time~~ entry-level job available, it will post the job within ninety (90) days from when the opening occurs. If the administration determines that operational need require that a position be filled, a notice for the opening will be posted thirty (30) days from when the opening occurs. Posting of the job will take place in the Public Works Department for five (5) working days. Eligibility for the position rests first with employees within the Public Works Division where the opening occurs and second with employees from other Public Works Divisions. If more than one qualified employee applies for such opening, selection shall be made by the City on the basis of seniority providing that all other evaluation criteria is met. Selection will be made within thirty (30) days after the interview process concludes provided that qualifications are met by the applicant. If no qualified employee applies for such opening within a five (5) day period, the City will openly recruit to fill the position.

Nothing shall prohibit the City from filling such a vacancy with a full-time employee within a classification above the rank of laborer on a temporary basis, not to exceed sixty (60) calendar days, unless the transferred employee consents to continuing in the position. No permanent position will be filled without following the procedure outlined in Article 18.

In instances of a lower or lateral job transfer, an employee who successfully bids on a job as provided above shall not have more than one bid honored in any two-year period except at the City's discretion. Building attendants must serve in the custodial position as a permanent full-time employee for one year before they are eligible for a promotion.

The selected employee shall be given a probationary trial period not to exceed ninety (90) calendar days to prove his/her capability to perform the new job in a safe and efficient

manner. If at any time during the trial period the City determines that the selected employee is not qualified for this job, that person shall be returned to the permanent job held prior to the accepted bid, without loss of seniority. The probationary period can be extended at the discretion of management as an alternative option.

Each job posting will include the rate of pay, qualifications and job description of the new position.

ARTICLE 19 LEAVES OF ABSENCE

Section 1. Family Medical Leave Act. The Family and Medical Leave Act of 1993 as amended provides that an eligible employee may take an unpaid leave in order to care for a relative (spouse, son, daughter or parent) who has a serious health condition; or to care for a newborn child or a child who has been placed with the employee for adoption or foster care; or for a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member; or if because of a serious health condition that the employee has, the employee is unable to perform the functions of the position. An employee is entitled to a total of twelve workweeks of leave during any twelve month period for these reasons. Additionally, up to a total of twenty-six (26) work weeks of unpaid leave may be available in order to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

Leave to care for an ill relative or due to the employee's own health problem may be taken on an intermittent or a reduced leave schedule if "medically necessary." This entitlement is subject to a notice requirement in the event of foreseeable or planned medical treatment, the employer's right to temporarily transfer an employee to an alternative position which better accommodates recurring periods of leave, and the employee's duty to make a reasonable effort to schedule planned medical treatment so as not to unduly disrupt the operations of the employer.

An employee generally is eligible for leave if he or she has worked for the employer for at least twelve (12) months and has worked at least 1,250 hours in the previous twelve (12) month period. Particular restrictions on leave apply to spouses employed by the same employer. Employees seeking leave must give the employer thirty (30) days advance notice before the leave is to begin or such notice as is practicable. An employee who is seeking leave for health reasons must have a certification form completed by the employee or family member's attending physician. To obtain such forms, or for further information regarding entitlement to and restrictions upon leave, please contact the Human Resources Office.

Section 2. Union Leave. At the request of the Union and approved by the City Manager in advance, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment.

Section 3. Military Leave. Any employee who is inducted into U.S. military services shall be given a leave of absence for such period of service.

Section 4. Funeral Leave. Employees may be granted bereavement leave for a deceased member of their immediate family (child, stepchild, parents, stepparents, sister, brother, grandparents, spouse's grandparents, grandchildren, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law). This will be an unpaid leave. For those employees who wish to be paid, they can use vacation and/or sick time for that purpose. You should notify your supervisor in advance so arrangements can be made for your absence. Employees may be granted a two-hour leave to attend a funeral with the approval of their supervisor. Provided that an obituary or death notice is presented, an employee can take three (3) days for an in-state funeral or five (5) days for an out-of-state funeral. The period used can be applied against accrued sick leave, vacation or personal time.

The City intends to exercise the greatest degree of understanding and anticipates that employees will exercise their best judgment in such situations.

Section 5. Sick Leave. Each employee covered by this memorandum shall be entitled to compensation at his hourly straight time rate for absence from work due to illness, injury, pregnancy, exposure to a contagious disease communicable to other employees. In the case of utilizing sick leave for an urgent illness to a member of an employee's immediate family, this shall be permitted at the discretion of the Director of Public Works who shall develop reasonable guidelines applicable to all departmental employees.

Written evidence of sick leave satisfactory to the City, including physician's statement or other comparable satisfactory evidence for an absence in excess of five continuous days, shall be furnished promptly by the employee claiming such sick leave to the City and further may be required for absences of more than two (2) days. If a pattern of past sick leave abuse is noted, the illness must be verified by a City named physician.

Notice of absence from work for whatever cause shall be given by his employee to his supervisor a minimum of one-half hour before the start of the shift.

In the case of the employee who wishes to return to work after a period of disability or who demonstrates symptoms of disability on the job, and there is a difference of opinion as to the employee's condition or state of disability, the City has the right to require the employee to submit to a physical examination by a qualified doctor at the City's expense.

Sick leave shall be accrued at a rate of 4.6 hours for each bi-weekly pay period worked up to a maximum of 1,500 hours.

Holidays listed herein occurring during a period of compensable sick leave shall not be counted as part thereof.

Section 6. Sick Leave Donation. Employees are eligible to donate sick leave provided that eighty (80) hours still remain in their sick leave balance. The donation can be made to employees suffering from a life-threatening illness. Two (2) hours of sick leave must be donated to allow for the ill employee to charge one (1) hour of sick leave to the donated bank of hours.

Section 7. Sick Leave Without Pay. Requests for sick leave without pay must be made in writing and will be reviewed on an individual basis, with final determination at the discretion of the City Manager.

Section 8. Personal Leave. In special circumstances the City Manager may grant leave, with or without pay, for purposes not covered in leave policies. A written request must be approved by the City Manager in advance of any leave taken.

Section 9. Jury Duty. Any employee who is required to serve on a jury, whether in a State or Federal Court, will be allowed time off without loss of pay. Such payment will also be made when an employee is subpoenaed for court appearance. All compensation received for court or jury duty must be relinquished to the City by the employee. The City does not pay employees who are voluntary witnesses or participating as plaintiffs or defendants.

Section 11. Injury Leave. Sick leave may be used to compensate an employee who cannot work because of an on-the-job injury to the extent of the employee's accumulated sick leave. If an employee elects to remain on the City payroll through the use of accumulated sick leave hours and wants to receive restoration of sick leave hours proportionate to the amount of temporary total issued by the Bureau of Worker's Compensation, a wage agreement must be signed with the Human Resources Office within seven (7) days of the injury. The City will subsequently file all wage agreements with the Bureau of Worker's Compensation. Once a wage agreement is signed by an employee, all temporary total payments relative to that injury must be surrendered to the City upon receipt. No reimbursement of sick leave hours will occur unless there is a valid wage agreement signed by a personnel official. An employee may elect not to receive sick leave pay and file for temporary total payments from the Bureau of Worker's Compensation.

ARTICLE 20
ACCUMULATED SICKLEAVE CONVERSION BONUS

During the term of the contract, the following sick leave bonus applies to calendar year 2014 for a full-time employee, who on January 1 enters that calendar year with accumulated sick leave earned at the City of Cleveland Heights of at least 800 hours, and who during the calendar year uses no more than forty-eight (48) hours of sick leave, may elect to be compensated in the form of a cash bonus at the employee's hourly rate in effect on December 31 of the respective year according to the following formula:

No hours used - 64 hours pay	32 hours used - 24 hours pay
8 hours used - 48 hours pay	40 hours used - 16 hours pay
16 hours used - 40 hours pay	48 hours used - 8 hours pay
24 hours used - 32 hours pay	

A second level of benefit is offered to those who reach 500 hours of accumulated sick time. These employees are eligible to sell back to the City forty-four (44) hours of sick leave if perfect attendance had been achieved or twenty (20) hours of sick leave if eight (8) hours of sick leave was taken in that calendar year.

No payment will be made for partial eight (8) hour days. An employee must be employed for the entire calendar year to be eligible for this bonus. The compensation elected in the form of a cash bonus shall reduce the accumulated sick leave amount proportionately to the number of hours converted.

This provision does not change the maximum accumulated sick leave of 1,500 hours or the formula for payment of unused sick hours at the time of termination of employment for other than disciplinary reasons. The bonus provided in this provision shall be paid on or about January 31 following the respective year.

ARTICLE 21
LONGEVITY PAY

The first month after an employee's anniversary date with the City, all full-time employees shall accrue longevity pay as follows:

<u>Years of Service</u>	<u>Bi-Weekly Benefit Amount</u>
1st through 5th years of service	No entitlement
6th through 10th years of service, inclusive	16.92
11th through 15th year of service, inclusive	33.85
16th through 20th year of service, inclusive	51.24
21st through 25th year of service, inclusive	69.23
26th year and thereafter	76.93

Longevity shall be paid annually in December of each year.

ARTICLE 22
HOLIDAYS

For the purpose of this memorandum, the holidays are:

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Three (3) Personal Days

Each full-time employee who is on the active payroll of the calendar week in which a holiday is specified in the above paragraph shall be paid at his regular full-time rate for the holiday if no work is performed by him. A regular full-time employee absent on vacation during the holiday week shall, nevertheless, receive holiday pay as explained in Article 23. An employee who works on any holiday specified in the first paragraph shall receive, in addition to the holiday pay to which he/she would have been entitled if he had not worked pursuant to the preceding paragraphs of this article, time and one-half for the hours worked by him/her on the holiday.

Employees who are permanently assigned to work a shift of four (4) 10-hour days per week, will be allowed the benefit of two (2) 10-hour, personal days with a total of twenty (20)

hours per year. Also, holiday pay will allow for payment of ten (10) hours when the holiday is celebrated on a scheduled work day.

Division of Refuse Collection will work a minimum of four (4) hours, 7:00 a.m. - 11:00 a.m., Saturdays during the weeks in which Thanksgiving, Christmas, and New Year's holidays fall.

ARTICLE 23
VACATIONS

During the probationary period, the employee is not entitled to any vacation days. However, the employee will begin to accrue vacation days from his/her first day of full-time permanent status. The amount of accrued vacation recorded at the end of the calendar year will be the amount allotted for vacation time for the next calendar year.

<u>Continuous Service</u>	<u>Net Annual Vacation Available</u>	<u>Vacation Pay</u>
12 months	2 weeks	80 hours
7 years	3 weeks	120 hours
13 years	4 weeks	160 hours
19 years	5 weeks	200 hours

Vacation hours will be regularly accrued on a biweekly (pay period) basis. Approximate biweekly (pay period) accrual rate will be 3.1 hours for two (2) weeks vacation, 4.6 hours for three (3) weeks vacation, 6.2 hours for four (4) weeks vacation, and 7.7 hours for five (5) weeks vacation.

Holidays listed in Article 22 which occur during an employee's vacation leave shall not be counted as part thereof. In the event an employee chooses to have his/her vacation in a week in which a holiday occurs, the employee shall be charged for four (4) vacation days and one (1) holiday. Vacation days may be taken at the employee's discretion with the prior approval of the employee's supervisor and subject to reasonable workload demands of the City. Every effort will be made to permit an employee to take his/her vacation at the time scheduled for him/her, in the absence of an emergency.

Commencing in 2014 during the term of the contract, employees having the accrued vacation time recorded at the end of the calendar to be allotted for vacation time for the next calendar year, in accordance with the above schedule, may elect to be compensated in the form of a cash bonus at the employee's hourly rate in effect on December 31 of the respective year, up to forty (40) hours of accrued vacation hours, minus any sick leave hours used in the respective year. During periods of fiscal constraint as determined by the City, this provision may be suspended for any applicable year with at least thirty (30) calendar days advance written notice to the Union. If the City suspends this provision, the employee(s) may carryover the applicable time into the next calendar year.

Dept. seniority rules on vacation request

The compensation elected in the form of a cash bonus shall reduce the accumulated vacation hours proportionately to the number of hours converted.

ARTICLE 24
PAY OUT OF ACCUMULATED BENEFITS AT TERMINATION

Upon termination of employment for whatever cause, an employee or, in the case of death, the estate (or, at the discretion of the City, any member of the immediate family) shall be compensated in one sum for unused vacation leave provided such employee has worked six (6) months or more. All employees hired on or after January 1, 2015, who have been in the employ of the City for ten (10) consecutive years may be eligible for payment of accrued, unused sick leave accumulated upon termination of their employment for other than disciplinary reasons according to the following schedule:

<u>Accrued Sick Leave</u>	<u>Conversion Ratio</u>
0 - 960 hours	1/4

Therefore, the maximum payout that could be achieved is 240 hours.

For purposes of this subsection, the hourly rate of payment for accrued sick leave shall be determined by the appropriate formula below:

Annual base pay at the time of termination of employment divided by 2,080 hours.

All employees hired on or before December 31, 2014, shall be compensated in accordance with the Memorandum of Understanding.

ARTICLE 25
HEALTH INSURANCE

Section 1. During the term of this Agreement, the City will provide health insurance for all employees in the bargaining unit under the same group health coverage plans that are made available to the City's non-bargaining unit employees. Such group insurance may be provided through a self-insured plan, consortium, outside provider, or a combination thereof. Any changes or modifications in any of those benefit plans for any plan year will be considered part of this Agreement, including changing the providers of these group insurance plans and/or any changes in benefit levels, deductibles, coinsurance, and/or out-of-pocket maximums, etc. The City will notify the Union in advance of making any such changes in the providers or benefit levels. Dental coverage will be capped at \$1,500.00 per individual per year.

Effective April 1, 2015, the Employer shall contribute ninety percent (90%) of the cost of the plan elected by the employee for health care, prescription, and any ancillary benefit coverage. Each participating employee shall be responsible for any costs above the amount of the established Employer contribution, i.e., ten percent (10%) of the cost for coverage.

Section 2. In those cases where both spouses are employed by the City, only one will be eligible for health insurance coverage, which will be the family plan or such other appropriate tier, as applicable.

Section 3. Any employee seeking services for the treatment of drug or alcohol abuse must choose an agency on an approved list available in the Human Resources Office.

Section 4. A \$10,000.00 life insurance policy will be provided for all members of the bargaining unit and will be paid by the City.

Section 5. Effective with the 2014 plan year, the City shall utilize an ad hoc Health Care Committee consisting of representatives of the City (selected by the City) and of the City's bargaining unit and non-bargaining unit employees (with no more than one representative from each of the City's bargaining units), which shall review the group health care benefit plan options made available to City employees. The Committee may recommend to the City any benefit changes designed to contain health care benefit costs, but the City retains full discretion and authority to determine the benefit plans made available to City employees.

ARTICLE 26 **PENSIONS**

The parties recognize the obligation of the City and of the employees covered by this memorandum to be covered under the Public Employees Retirement System of Ohio, and the City agrees to make all the contributions required of the City by law to Public Employees Retirement System of Ohio.

ARTICLE 27 **CHEMICAL ABUSE (49 CFR 382)**

The City's policy on drug and alcohol abuse applies to all employees. In any case where a supervisor has reason to believe that an employee is under the influence of drugs or alcohol, it is agreed that the employee will submit to testing at a facility under contract with the City. The employee can be sent home while waiting for the test results. If the testing is positive, the employee will not be paid for time lost. If the test is negative, no loss of wage will occur. In such a case, the City will determine appropriate discipline which could include the participation in a drug treatment program. Failure to correct the problem after participating in a rehabilitation program will result in termination. In an instance of the first detection of chemical abuse or a reoccurrence of abuse, management will require the individual to be removed from a safety-sensitive job and to participate in a random drug testing program for one year.

In addition to the City's Chemical Abuse policy, employees will be subject to the provisions of Federal Law 49 CFR 382.

ARTICLE 28
ABSENCE ABUSE

Through sick leave, the City accommodates employees who, due to personal or immediate family illness (as defined in Article 19), cannot report to work. However, sick leave is not to be used as additional vacation or personal leave. In addition to the terms of Article 19, employees found abusing sick leave privileges will be subject to further disciplinary action as outlined in this policy.

To control absence abuse, it is necessary that all appointing authorities compile accurate attendance records. All absences are to be reported by the employee prior to the start of an employee's work shift as specified in Article 19. If an employee does not notify the employer through his/her supervisor of an absence, he/she will be considered AWOL. The supervisor must inform his/her employees where, when and whom to call when reporting their absence. The date of absence and the reasons therefore must be accurately recorded on the employee's time card daily. In addition, the supervisor's records should detail the time of notification, the person reporting the absence, and supporting documentation.

Under normal circumstances, the employee should have no more than sixty-four (64) hours of sick leave within a calendar year. Illness that is verified by a City-approved physician will be charged against sick time and not credited towards the sixty-four (64) hour sick leave limit. However, once the employee has used sixty-four (64) hours of unverified sick time, a City approved physician will have to verify the illness in order for the time to be charged against sick leave accrual. The sixty-four (64) hour sick time limit does not include bereavement leave.

An employee's accumulated sick leave balance will be a component in assessing a pattern of abuse.

In order to correct patterns of abuse, when unexcused absence occurs before or after a holiday or on the make-up day for the holiday, unless excused by the supervisor, payment for the holiday will not be granted.

If management has determined that an employee has excessive absence due to sickness, he/she shall be notified in writing and required present a certificate from a City-approved physician for the next twelve (12) months for any days off sick.

During the year when an employee is on the sick leave abuse list and uses less than sixty-four (64) hours of sick time within that calendar year, he/she will be removed from the sick leave abuse list after review by the Public Works Director in the subsequent year.

The validity of all medical excuses and physician's certifications may be subject to review by a City physician and/or management. Falsification of medical excuses can result in immediate suspension pending dismissal.

A physician's statement is required for any illness resulting in hospitalization.

The City's absence control procedures are based on a three-step approach to be followed in sequence. Below is a summary of each step. Employees shall be on the sick leave abuse list for twelve (12) months.

Step 1. The supervisory authority will inform an employee that he/she has established an absence abuse pattern and must now bring a medical excuse for a further absence, or that absence will be considered unexcused. A letter of first warning will be given at this time.

Step 2. If the employee's abusive absence pattern continues, a hearing will be held and the employee will be informed by his/her supervisory authority that his/her absence is recorded as unexcused for lack of a valid medical statement. Following this hearing, a three (3) day suspension may be issued.

Step 3. If the employee's record still indicates continued unexcused absences or patterns of abuse, this employee will then be suspended pending discharge.

ARTICLE 29
LABOR-MANAGEMENT COMMITTEE

A Labor Management Committee will be created consisting of three (3) representatives from the Union and three (3) representatives from the City. The Committee will meet periodically to discuss issues of mutual importance to the City and the Union. Either labor or management can call for a meeting provided that an agenda is distributed one week in advance of the meeting date.

ARTICLE 30
SAFETY COMMITTEE

The accident review committee will meet every other month. The purpose of the committee will be to review all accidents, whether vehicular or otherwise. Recommendations may be made on ways to avoid similar accidents in the future. Recommendations will be made to the policy review committee with copies to the Director of Public Works. This committee will not be concerned with discipline as it relates to a particular incident.

The policy review committee will meet every other month on alternate months from the accident review committee. This committee will review the recommendations of the accident review committee as well as other policy issues related to safety for possible inclusion in the Public Works Safety Handbook.

Each committee will consist of three (3) representatives of the City and three (3) of the bargaining unit and will be chaired by one of the City's representatives. Members may be rotated on an annual basis.

ARTICLE 31
COMMERCIAL DRIVER'S LICENSE

Failure to obtain a Commercial Driver's License (CDL) by any employee whose job description

requires it shall be just and sufficient grounds for dismissal. All new hires must secure a temporary CDL license during the first ninety (90) days of employment with the City and must secure a permanent license within the first six (6) months of employment. The absence of a CDL will prevent an employee from advancing from probationary status to permanent full-time status. Any employee who loses his license must report this status to the Human Resources Office and his supervisor immediately.

ARTICLE 32
TRAINING

Training opportunities will be offered to individuals to allow for advancement of skill. In order to facilitate efficient operations, some employees might be required to train for another position within their respective division. However, no employee will be required to train for a task or job outside of their respective division.

ARTICLE 33
WAGES

1/1/15 – 12/31/17

Hourly Range

Building Attendant	\$11.46	\$15.35
Climber	\$18.19	\$22.64
Dispatcher	\$16.11	\$20.06
Driver	\$17.47	\$21.54
Equipment Operator	\$18.19	\$22.64
Forestry Technician	\$17.47	\$21.54
Foreman	\$22.64	\$23.89
Laborer	\$16.11	\$20.06

Building & Parks Maintenance Worker, Metering Worker, Parking Meter Worker, Sanitation Helper, Sewer Maintenance Worker, Street Maintenance Worker, Vehicle Maintenance Worker, WaterMaintenance Worker, WaterMeter Worker

Senior Mechanic	\$23.57	\$24.18
Mechanic	\$18.46	\$23.57
Refuse Truck Operator	\$20.03	\$23.34
*Technician		
Traffic Line Marking	\$16.96	\$21.91
Utility		

Tractor Trailer Operator	\$18.46	\$22.98
Tractor Trailer Operator – 18 Wheel	\$18.71	\$23.21
Tradesman	\$18.34	\$23.17

Carpenter, Concrete Finisher, Electrician, Painter, Plumber, VehicleBody Maintenance, Welder

ARTICLE 34
GRIEVANCE PROCEDURE

A grievance is a dispute or difference between the City and the Union, or between the City and an employee, concerning the interpretation and/or application of any provision of this contract, including any disciplinary action. Grievance forms shall be provided by the Union.

The following procedures shall apply to the administration of all grievances filed under this procedure.

Except at Step 1, all grievances shall include:

- (a) (1) name and classification of the aggrieved party; (2) the identity of the provisions of this Agreement involved in the grievance; (3) the times and place where the alleged events or conditions constituting the grievance took place; (4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and (5) a general statement of the nature of the grievance and the solution sought by the aggrieved party.
- (b) Except at Step 1, all decisions shall be rendered by writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his/her representative, and the Union.
- (c) If a grievance affects a group of employees working in different locations, with different supervisors, or associated with an employer-wide controversy, it may be submitted at Step 3.
- (d) The stewards shall process grievances with proper regard for the City's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum of time lost from work due to grievance handling.
- (e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement, and the Union is timely notified and permitted to attend the meeting. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, said adjustment shall not create a precedent or ruling binding upon the Employer or Union in future proceedings.
- (f) Shop stewards shall give all written grievances or complaints of local union members, signed by the member and the steward, on forms provided by the local union, to the supervisor involved.
- (g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived

and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

- (h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this contract.

All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1:

An employee or the Union who believes he/she may have a grievance shall notify his/her immediate supervisor of the possible grievance within five working days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his/her representative, if the representative's presence is requested by the employee, within five days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative, if his/her presence is requested by the employee, will discuss the issues in dispute with the objective or resolving the matter informally.

Step 2:

If the aggrieved party or the Union is not satisfied with the written decision at the conclusion of Step 1 a written appeal of the decision may be filed with the aggrieved party's Public Works Director within five (5) working days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with the appeal. The Public Works Director shall convene a meeting within five (5) working days of the receipt of the appeal. The meeting will be held with the aggrieved party and his/her representative, if he/she requests one. The Public Works Director shall issue a written decision to the aggrieved party, with a copy to the Union within five (5) working days from the date of the meeting.

Step 3:

If the aggrieved party or the Union is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Manager's Office within five (5) working days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The City Manager or his/her designee shall convene a meeting within seven (7) working days of the receipt of the appeal. The meeting will be held with the aggrieved party, the staff representative, the Union, and any other party necessary to provide the required information for the rendering of a proper decision. The City Manager or his/her designee shall issue a final written decision to the employee, with a copy to the Union, within seven (7) days from the date of the meeting.

Step 4:

If the event a grievance involving dismissal, demotion or suspension, other than a drug offense, a criminal offense against the City, or the conviction of a felony criminal offense, is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within thirty (30) calendar days after the rendering of the decision at Step 3, the

Union may submit the grievance to arbitration. Upon written notice of the Union's intent to arbitrate the grievance, the parties shall each designate a representative who will by agreement name a third member of the Grievance Board which shall attempt to settle such grievance prior to formal arbitration.

During this time, the parties will promptly either mutually select an arbitrator or request the American Arbitration Association to submit a list of seven (7) arbitrators and the parties will choose one by the alternate strike method.

The arbitrator shall have jurisdiction only over disputes arising out of the grievance and in reaching the arbitrator's decision, the arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The hearing or hearing shall be held in the City of Cleveland Heights, on City property and be conducted pursuant to the 'Rules of Voluntary Arbitration' of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room, if any will be evenly split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

An employee requested to appear at the arbitration hearing by either party, and whose presence is necessary, shall attend without the necessity of subpoena. The City shall compensate those employees who were on duty at the time of the arbitration hearing, at their regularly hourly rate, for all hours during which his/her attendance is requested. Any request made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of employees in attendance exceed three (3) employees. It is agreed that the calling of witnesses shall not interfere with the operations of the Department.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

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

It is clearly understood that at any stage in this grievance procedure, the Executive Board of the Union has the final authority in its representative capacity for the aggrieved employee(s) to decline to process a grievance.

ARTICLE 35
UNFAIR LABOR PRACTICE

As defined in Ohio Revised Code 4117.11 and related sections.

ARTICLE 36
LEGALITY

It is the intent of the City and the Union that this memorandum comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law, and judicial opinions; and if it is determined by proper authority that any provision of this memorandum is in conflict with law, that provision shall be null and void. In the event of an unlawful determination, the City and the Union shall promptly meet for negotiating a lawful alternative provision.

ARTICLE 37
NEGOTIATIONS

Either the City or the Union may initiate negotiations by letter of submission forwarded to the other party by January 1 of the year in which this Contract expires. The parties shall hold their first negotiation session by January 15, at which time they will jointly notify SERB of the commencement of negotiations and impasse procedures identified in this contract in place of the procedure alternatively provided and then in effect under Revised Code 4117.14 and related sections.

All negotiation sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties, and the parties agree not to "go public" with the issues of the negotiations without giving the other party prior notice of such intent.

If by March 1, or a date mutually agreed upon, tentative agreement on all items is not reached, either party may use the services of the Federal Mediation and Conciliation Service (FMCS) or SERB mediation as follows:

FMCS or SERB will be contacted by either party so that mediation may start within three (3) days after petitioning FMCS or SERB or the date mutually agreed upon.

Once started, mediation shall continue until tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the mediator.

In the event the parties are unable to reach agreement by March 31, or a date mutually agreed upon, all of the terms of each article of the Contract, including the disagreement provisions set forth in this article, shall be deemed exhausted, provided the parties may extend the Contract and/or this section by mutual agreement.

ARTICLE 38
GENDER AND PLURAL

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, the words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 39
DURATION

This memorandum represents a complete and final understanding on all bargainable issues between the City and the Union. It shall be effective as of January 1, 2015, and remain in full force and effect until December 31, 2017, and thereafter from year to year unless at least ninety (90) days prior to said expiration date either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this memorandum shall remain in full force and effect until an amendment memorandum is agreed to.

This memorandum shall supersede all previous agreements and memorandums.

ARTICLE 40
AMERICANS WITH DISABILITIES ACT

The City may take any actions necessary to comply with the provisions of the Americans with Disabilities Act.

ARTICLE 41
EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this day of, _____ 2015.

For the Employer

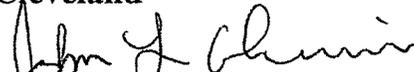


Tanisha Briley, City Manager

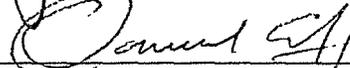


Sandy Conley, Negotiator

**For the National Production
Workers Union Local 707 of
Cleveland**



Union President



Secretary Treasurer/Chief Negotiator



Union Steward

ATTACHMENT A

DRIVER RATE

DUMP TRUCK

2 or 3 MAN GARBAGE TRUCK

LEAFTRUCK

PICK-UP TRUCK - TOWING OR HAULING WORK EQUIPMENT (NOT DRIVING TO JOB SITE)

REAR LOADER

SALT SPREADER

2 1/2 TON SEWER TRUCK

SEWER VAN

SNOW PLOW

STREET SAW

WILDLIFE TRUCK

EQUIPMENT OPERATOR

ASPHALTTRUCK

BACKHOE

CRANE

DOUBLE AXEL TRUCK WITH MANUAL TRANSMISSION

JET VAC VEHICLE

LATERAL CAMERA WITH LOCATOR

PAYLOADER (FRONT END LOADER)

SEWER JET

SEWER SNAKE VAN

SKIDSTEERLOADER

SWEEPER

TAR KETTLE

TRACTOR WITH BUCKET ATTACHMENT

ATTACHMENT B

Eligibility for the bonus program will be based on organizational need and supervisor's approval.

Educational Bonus

Wastewater Systems Collection and/or Water Distribution certification:

- | | |
|--------------------------|--------|
| (A) Class I Certificate | .35/hr |
| (A) Class II Certificate | .50/hr |

ASE Medium/Heavy Truck	.75/hr (certification for at least 4 sections)
ASE Automobile Technician	.75/hr (certification for at least 4 sections)

After the first certification credit and educational bonus is achieved in either the Medium/Heavy Truck or the Automobile Technician category, an additional \$.25 per hour can be earned by obtaining certification in four sections of the opposite ASE category of what was obtained for the first certification.

ASE Collision Repair and Refinish	.40/hr (certification in all 4 sections)
Arborist Certification	.50/hr (certification)
Freon Removal Certification	.15/hr (does not require renewal)
Pesticide License	.50/hr (requires renewal of certificate)

The bonus awards are contingent upon renewal of certification as required by issuing authority.

MEMORANDUM OF UNDERSTANDING

This memorandum is made between the City of Cleveland Heights, hereinafter referred to as the "City," and the National Production Workers Union, Local 707 of Cleveland, hereinafter referred to as the "Union."

1. Notwithstanding the provisions of Article 24, Pay Out of Accumulated Benefits at Termination, any employee hired on or before December 31, 2014, who separates from service with the City for other than disciplinary reasons, and who has been employed with the Cleveland Heights Department of Public Service for over five (5) consecutive full years at the time of separation, shall be eligible for conversion of accumulated sick leave to pay, for up to a maximum of 1500 hours of accumulated sick leave. The rate of conversion shall be as follows:

<u>Accrued Sick Leave</u>	<u>Conversion Ratio</u>
0 - 320 hours	1/4
321 - 640 hours	1/3
641 - 1500 hours	1/2

Therefore, the maximum payout that could be achieved is 750 hours.

2. Upon receipt of written notice of an employee's resignation or retirement between January 1, 2015, and December 31, 2019, the City may elect to pay the sick leave conversion over a time period from one (1) to three (3) years. The City shall make such determination within seven (7) calendar days of receipt of the notice of resignation or retirement, and shall notify the affected employee in writing of the elected time period. If a time period of two (2) or three (3) years is elected, the payments shall be made in equal installments and shall pass to a spouse or beneficiary as may be applicable.

This Memorandum of Understanding shall be effective upon execution and shall terminate with the final payment of sick leave conversion made under the terms set forth herein.

MEMORANDUM OF UNDERSTANDING
SUSPENSION OF REGULAR LAYOFFS FOR TERM OF AGREEMENT

This memorandum is made between the City of Cleveland Heights, hereinafter referred to as the "City," and the National Production Workers Union, Local 707 of Cleveland, hereinafter referred to as the "Union."

Notwithstanding the provisions of Article 16, Seniority/Layoff, the parties agree to no regular layoffs for the contract term, while recognizing the continuing right of the City to discontinue a service/division, and to reduce/layoff affected positions/employees as may be applicable. In the event of a discontinuation of a service/division, abolishment of positions and displacement by affected employees will follow procedures set forth in Article 16.

The parties also recognize that the City retains the right to not fill positions when vacated (i.e., reduction by attrition).

This Memorandum of Understanding shall be effective upon execution and shall terminate December 31, 2017.