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COLLECTIVE BARGAINING AGREEMENT

**CITY OF LYNDHURST
(SERVICE DEPARTMENT)**

AND

**LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA LOCAL 860**

EFFECTIVE JANUARY 1, 2015 - DECEMBER 31, 2017



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AGREEMENT

This Agreement is entered by and between the City of Lyndhurst, 5301 Mayfield Road, Lyndhurst, Ohio, an Ohio Municipal Corporation, hereinafter referred to as the "City," and the Laborers' International Union of North America, Local No. 860, 3334 Prospect Avenue, Cleveland, Ohio, hereinafter referred to as the "Union."

ARTICLE 1 PURPOSE

The purpose of this Agreement is to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide for the effective and efficient operation of the City government, and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE 2 RECOGNITION

Section 1. For the duration of this Agreement, the City recognizes the Union as the sole and exclusive collective bargaining representative of the employees covered by this Agreement.

Section 2. The members of the bargaining unit covered by this Agreement are all full-time employees of the Lyndhurst Service Department (including the Recycling Department), including the following job classifications:

- Laborer 1
- Laborer 2
- Laborer 3
- Laborer 4
- Mechanic 1
- Mechanic 2
- Chief Mechanic
- Clerk-Special

Swimming Pool Operations and Maintenance
General Foreman

Section 3. The term “full-time” employee means any Service Department employee of the City who is regularly scheduled to work forty (40) hours each week.

Section 4. The categories of employees excluded from the bargaining unit are all seasonal and casual employees, all confidential, supervisory and management level employees as defined by the Ohio Public Employer Collective Bargaining Act.

ARTICLE 3
AGENCY SHOP – DUES DEDUCTION

Section 1. Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues paying members of the Union, or, as a condition of continued employment, remit to the Union a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall within sixty (60) days of date of employment, either elect to become members of the Union or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the Union.

Section 2. The City agrees to deduct Union dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. 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 the Article.

Section 3. The City shall provide the Union with the names and addresses of all new employees upon becoming employed by the City.

ARTICLE 4
UNION BUSINESS AND ACTIVITIES

Section 1. Any member of the Union Negotiating Committee shall be allowed to attend meetings while on duty, provided such meetings are mutually agreed to by the City and the Union. Employees appointed to represent the Union (the Steward and/or Assistant Steward) shall be granted time to perform their Union functions, including grievance procedures, subject to the approval of the Service Director, so long as there is no additional cost incurred by the City.

Section 2. Full-time Union representatives shall be allowed to visit the employees covered by this Agreement at reasonable times during working hours to confer with the Steward and/or employees regarding grievances and administering the Agreement, but not to interfere with the progress of the work.

Section 3. The City shall provide space on a bulletin board for use by the Union for legitimate Union activity in the employees' lunchroom accessible to employees.

Section 4. Upon reasonable advance notice to the Service Director, the Union shall be permitted to conduct on-site employee meetings. Such meetings may be held during the course of the employees' regularly scheduled working hours, provided they do not interfere with the normal operation of the City.

ARTICLE 5
NON-DISCRIMINATION

The parties agree that neither the City nor the Union shall discriminate against any individual on the basis of his or her membership or participation in Union matters. Both parties further agree that equal opportunity will be provided to all department employees regardless of race, color, creed, age, sex, disability, or national origin. The male pronoun or adjective, where used in this Agreement, refers to the female also, unless otherwise indicated.

ARTICLE 6
MANAGEMENT RIGHTS

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

- A. To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the City, standards of service, overall budget, utilization of technology and organizational structure;
- B. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance;
- C. To determine the size, composition, structure, and adequacy of the work force;
- D. To establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish jobs or job classifications;
- E. To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, layoff, retain, discipline, suspend and discharge employees;
- F. To subcontract work;
- G. To allocate work among employees, divisions, or departments, and to determine work methods and responsibilities;
- H. To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- I. To determine and introduce new and/or improved equipment, methods, and facilities;
- J. To determine the financial policies and procedures of the City including the exclusive right to allocate and expend all funds of the City;
- K. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out

the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE 7 HOURS OF WORK AND OVERTIME

Section 1. The basic work schedule for employees of the bargaining unit shall consist of forty (40) hours each week.

Section 2. The City retains sole discretion as to the need for overtime work, and all assigned overtime must be worked. All overtime must be authorized by the Mayor or his authorized representative, except that where overtime work is performed in an emergency without prior authorization, the overtime work shall be reported to the Mayor or his authorized representative for confirmation that such an emergency existed and for authorization of the overtime work.

Section 3. Overtime hours are those hours worked in excess of forty (40) hours each week. Overtime hours shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

Section 4. Any employee called in to work other than his regular work schedule shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times his regular rate of pay and if such call out shall occur on a holiday, he shall be guaranteed a minimum of four (4) hours pay at two times his regular rate of pay. In addition, if called in to work on Easter Sunday, an employee will be paid at two (2) times the employee's regular rate of pay.

ARTICLE 8 WAGES AND OTHER COMPENSATION

Section 1. The employee in the bargaining unit serving as Union Steward shall receive an extra twenty-five cents (25¢) per hour while serving in that capacity. After an employee has served three continuous years as Union Steward, that employee shall receive an additional

twenty-five cents (\$.25) per hour while serving in that capacity. The extra rates of pay provided in this paragraph are not applicable during vacation, leaves of absence and holidays.

The starting rate of pay for a regular, full-time employee of the Service Department shall be a minimum of \$20.00 per hour. Regular full-time employees shall receive a wage increase of one percent (1%) effective January 1, 2015, and a wage increase of 2.75% effective January 1, 2016 and January 1, 2017. Employees shall also receive a payment of \$500.00 in the third quarter of 2016 and a payment of \$250.00 in the first quarter of 2017.

Section 2. Longevity Compensation. After the completion of five (5) full years of continuous service with the City as a regular full-time employee, employees shall be eligible for longevity pay according to the following schedule:

At the completion of the fifth through ninth years of continuous service --	2% of current annual base pay
At the completion of the tenth through fourteenth years of continuous service --	3% of current annual base pay
At the completion of fifteenth through nineteenth years of continuous service --	4% of current annual base pay
At the completion of the twentieth year and over of continuous service --	5% of current annual base pay

Longevity compensation shall be paid on the second payday of the month of the anniversary date of appointment. In case of death or retirement of an employee, payment of longevity compensation shall be made to the employee or his or her personal representative for the pro-rated portion of his or her service during his or her current anniversary year.

Employees who transfer to another department of the City (including the Municipal Court) or who have terminated and returned to service within one (1) year shall be eligible for

longevity pay as though there had been no interruption in their service except that credit shall not be given for the period of absence from City employment.

No longevity credit shall be given for seasonal or part-time employment.

Section 3. Uniform Allowance. The City will provide both clothing and maintenance of clothing to all employees covered by this Agreement. Items provided include jackets (winter and spring), slacks, shirts, t-shirts, winter boots, rain gear and gloves. The number of items provided may vary in accordance with assigned jobs. Employees will be reimbursed by the City for the purchase of safety shoes up to \$200.00 per year. In order to receive reimbursement for safety shoes, the type of safety shoes must be approved in advance by the Service Director.

Section 4. Life Insurance. The City shall provide a group term life insurance policy for each regular, full-time employee in the amount of two times the employee's annualized base hourly rate of pay (the employee's base hourly rate of pay multiplied by 2,080 hours).

Section 5. Crew Leaders. The City will appoint not fewer than three (3) nor more than six (6) Crew Leaders who will receive a premium of seventy-five cents (\$.75) per hour to be added to their regular hourly rate. The City will have complete discretion concerning the designation of Crew Leaders including, without limitation, such matters as who will be appointed as Crew Leaders, the retraction of such an appointment, the crews to be led, and the number of Crew Leaders between three (3) and six (6) inclusive. In addition, the City shall have complete discretion on whether or not to provide Crew Leaders with an additional seventy-five cents (\$.75) per hour premium, or to retract such premium.

Section 6. General Foreman. A General Foreman will be appointed to assist in directing the operations of the Department and to be responsible for its operation in the absence

of the Service Director. The pay range for the General Foreman will be \$28.80 to \$39.00 per hour. The General Foreman will receive the general wage increases provided in Section 1 above.

Section 7. Merit Increases. From time to time, the City may in its discretion grant merit increases to the members of the bargaining unit which will be added to their regular hourly rates. For any merit increase granted during the term of this Agreement, a merit increase may be retracted in whole or in part at the City's discretion thirty (30) days after the employee involved is informed by the City that the retraction of the merit increase is being considered.

Section 8. Prescription Safety Glasses. For employees who, as determined at the discretion of the Service Director, have a regular and frequent need for prescription safety glasses, the City will reimburse up to One Hundred Dollars (\$100.00) for one (1) pair of safety glasses not more than once within any two (2) year period for such employee. The City will establish a reasonable procedure to provide such reimbursements, and in order to obtain it, the type of glasses must be approved in advance by the Service Director. It is understood that the glasses will be heavy duty safety glasses and will have permanently attached side shields. Also, the City will not reimburse any part of the cost of an eye examination. At the sole discretion of the Service Director, the two (2) year restriction may be waived where the glasses were damaged in the performance regular duties on the job.

Section 9. The City will pay \$1,200.00 per year, payable on the first Friday of July on a separate check, to any employee covered by this Agreement who has a valid Commercial Driver's License in effect on the first day of that month. The benefit provided in this Section is made without prejudice to the City's right to take disciplinary or other actions with respect to any employee who fails to maintain a Commercial Driver's License needed for his or her

employment with the City. It is further understood that all employees who have obtained a Commercial Driver's License must retain that License as a necessary function of their positions.

ARTICLE 9 HOSPITALIZATION

Section 1. After three months of continuous employment, the City will provide health insurance coverage for members of the bargaining unit under a group medical insurance plan, and as may be required by law. Any decision by the City to change insurance carrier or the benefits plan will be discussed with the Union before implementation.

Section 2. There will be Health Care Task Force, comprised of representatives of the City, the other City bargaining units, the Union, and non-union employees. The Task Force will review, study, and discuss the plan options and costs that are obtained by the City and will formulate recommendations to be considered by the City. It is the goal of the Task Force to reach a consensus as to which plans the City should consider adopting.

The Health Care Task Force will analyze cost containment measures, including, but not limited to, deductibles, co-pays, out-of-pocket maximums, prescription drug changes, and the potential providers of health care insurance, and will recommend appropriate measures for implementation. The City and the Union agree to implement any agreements of the Health Care Task Force. If the Health Care Task Force is unable to reach agreement concerning such measures, the City may implement such measures consistent with the terms and spirit of this section, and, if the union disagrees, it may file a grievance and submit the matter to binding arbitration. However, before there can be any meaningful reduction in the benefit level, there must be a mutual agreement between the Union and the City before implementation.

Section 3. For 2015, employees will pay five percent (5) of the premium costs to the City of the plan they choose to participate in. For employees selecting the Health Savings

Account (HSA) plan, the premium contributions made by the employee will be deducted through a payroll deduction, and then placed in the employee's HSA.

Section 4. The City shall maintain a cafeteria plan with respect to health care costs in accordance with Title 26, Subtitle A, Chapter 1, Subchapter B, Part III, Section 125 of the Internal Revenue Code.

**ARTICLE 10
HOLIDAY CREDITS**

Each full-time employee in the Service Department shall be entitled to the following holidays with pay:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Seven Floating Holidays	

**ARTICLE 11
VACATIONS**

Section 1. Each eligible member of the bargaining unit shall be entitled to a vacation with full pay as follows:

After one year and through five years of continuous service	2 weeks each year
After five years and through ten years of continuous service	3 weeks each year
After ten years and through fifteen years of continuous service	4 weeks each year
After fifteen years of continuous service	5 weeks each year

In addition, for each year of continuous service after twenty (20) years, an employee will receive an additional day of vacation up to five (5) days as shown in the following schedule:

Twenty- one years	1 day
Twenty-two years	2 days
Twenty-three years	3 days
Twenty-four years	4 days
Twenty-five years	5 days

Section 2. For the purposes of this Article, years of continuous service shall be determined by the most recent date of hire as a regular, full-time employee, except as provided in Section 3 herein. Full-time employment by another political subdivision of the State of Ohio shall be included when determining years of continuous service for the purpose of this Article, provided that there is no more than one (1) month between termination from former public employment and appointment in Lyndhurst.

Section 3. For any regular, full-time employee who was appointed to regular full-time status directly from a part-time or seasonal position with the City without any break in service, that employee's continuous service as a part-time and/or seasonal employee, as measured from most recent date of hire without any break in service, will be added to the employee's continuous service on a full-time equivalent basis for the sole purpose of applying the vacation schedule in Section 1 above. To determine full-time equivalence, the employee's hours worked during that period as a part-time and/or seasonal employee will be divided by 2080, not to exceed full credit for such service.

Section 4. All vacations shall be taken at such times as approved by the Mayor or his designated representative. During vacations, employees shall receive their current salary or the proportionate amount thereof, if the Mayor or his designated representative schedules such vacations into shorter periods for the convenience of the conduct of City business. If an employee has been unable to use his or her full vacation allotment during a calendar year, the

employee will be paid any unused vacation pay up to, and not in excess of, forty (40) hours' vacation pay.

Section 5. If an employee is hired after April 1st and prior to October 1st of a calendar year, he or she shall be entitled to two (2) weeks' vacation the following calendar year. If an employee is appointed between October 1st and December 31st, he or she shall be entitled to one (1) weeks the following calendar year, but only after completion of at least six (6) months employment. If an employee is appointed between January 1st and April 1st, he or she shall be entitled to one (1) week of vacation in that calendar year, but only after the completion of six (6) months of employment.

Section 6. After the completion of five, ten, fifteen and twenty years' continuous service, during the calendar year when an employee reaches a new level of vacation entitlement under the schedule in Section 1 above, the employee will become entitled to the additional vacation time after the employee's anniversary date in that year.

Section 7. If an employee retires or leaves employment prior to October 1st, there shall be no additional paid vacation time beyond his or her entitlement for that calendar year. If an employee retires or leaves employment between October 1st and April 1st, he or she shall be entitled to one-half (1/2) his or her annual vacation entitlement for the year in which that April 1st falls. If an employee retires or leaves employment after April 1st, he or she shall be entitled to his or her full annual vacation entitlement for that calendar year.

Section 8. Personal Day. After twenty-five years of continuous service, an employee shall receive one (1) personal day per year, up to thirty years of continuous service, which can be taken in accordance with Section 4 above and shall be entitled to the personal day after the employee's anniversary date in that year as calculated for vacation in Section 6 above.

ARTICLE 12
SICK LEAVE

Section 1. Members of the bargaining unit shall be entitled to sick leave of 4.6 hours for each eighty (80) hours of service or fraction thereof including vacation and holidays, but not to include overtime hours or hours of paid sick leave. For calendar year 2012 only, sick leave shall accrue during paid sick leave.

Section 2. Employees may use sick leave, upon approval of the Mayor or his authorized representative, for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees and for illness or death in the employee's immediate family. The Mayor or his authorized representative may require the employee to furnish a satisfactory affidavit or medical report to confirm that his absence was caused by illness due to any of the causes listed in this Section.

Section 3. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled non-overtime work.

Section 4. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his or her credit upon employment with the City, provided that such employment with the City takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 5. Sick leave during any portion of a work period shall be counted for the purpose of determining the existence of any overtime worked during that work period.

Section 6. Any member of the bargaining unit with ten (10) or more years of cumulative public service with the State of Ohio or its political subdivisions shall receive payment, at the time of retirement, for not more than a maximum of three hundred (300) hours

unused sick leave time based on a formula of one-fourth (1/4) of the employee's accrued but unused sick leave at the time of retirement, but not to exceed a maximum accrual of twelve hundred (1,200) hours. A member of the bargaining unit who has been employed with the City of Lyndhurst for the period of time required shall be paid for accrued but unused sick leave at the time of retirement an amount which shall be the greater of the twenty-five percent (25%) or the other percentages of unused sick leave set forth in this Section 6 as follows: 15 years, 30%; 20 years, 35%; 25 years, 40%; 30 years, 45%. The accrual of unused sick leave used for this formula shall not exceed a maximum accrual of twelve hundred (1,200) hours. In addition to that amount, the City will pay 50% of the accumulated sick leave which exceeds 1,200 hours. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time the payment is made. An eligible employee must apply for payment of accumulated sick leave from his appointing authority within one hundred twenty (120) days after eligibility.

In the case of death of an employee while on the City payroll, if the employee had ten (10) or more years of cumulative public service with the State of Ohio or its political subdivisions, accumulated sick leave shall be paid to his or her personal representative, designated by the employee, under the same terms and in the same manner as provided upon retirement above.

Section 7. Employees may request to substitute unused vacation time for sick time in the event the employee has exhausted all sick time. Such requests shall be subject to approval by the Service Director.

Section 8. In December of each year, for any employee (a) who has accumulated more than 960 hours of sick leave and (b) has used less than five (5) sick days during the preceding

twelve-month period (December 1 to November 30), the City will, at the employee's option, buy back up to five (5) sick days so that the total of sick days used or paid for that period totals to five (5). In other words, the following schedule will apply for such employees:

Sick Days Used Dec. 1 to Nov. 30	Sick Days City Will Buy
0	5
1	4
2	3
3	2
4	1
5 or more	0

(The City will not buy back any sick days if the employee has used five (5) or more sick days during the one-year period). For any days paid under this program, that amount of sick leave will be treated as used and will not be credited to the employee's accumulated sick leave.

ARTICLE 13 EMERGENCY PAID LEAVE

Section 1. The Mayor or his authorized representative may allow an employee paid time off work, not to exceed four (4) eight (8) hour days because of the death in his or her family of a mother, father, sister, brother, spouse or child. In the event of the death of other relatives in the employee's immediate family, the Mayor or his authorized representative may, within the above limitation, allow such time off as he deems necessary depending on the circumstances of each situation.

Section 2. The use of emergency leave is a privilege which must be specifically requested by the employee of the Service Director and granted by the mayor or his authorized representative and does not automatically consist of the maximum time allowed, but is up to the discretion of the Mayor or his authorized representative. In cases where more time off is desired than granted, the employee shall request, in advance, the use of his accrued vacation or sick leave credit.

ARTICLE 14
JURY DUTY COMPENSATION

An employee serving on jury duty shall be compensated for the difference between his or her regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. To receive such compensation, the employee must present the Mayor or his authorized representative with an official voucher showing the amount of jury duty pay received. Employees shall not be compensated by the City for Grand Jury service.

ARTICLE 15
SENIORITY

Section 1. Seniority for a regular full-time employee shall be that employee's length of continuous service as a full-time employee of the City. For the purpose of calculating length of service as a full-time employee, the date of an employee's service shall be counted from his or her most recent date of appointment as a regular full-time employee. An employee shall have no seniority during his or her probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of appointment.

Section 2. Seniority shall be broken and terminated when an employee:

- A. Quits or resigns;
- B. Is discharged;
- C. Is laid off more than six (6) months;
- D. Is absent without notice for three (3) consecutive work days; or
- E. Fails to report for work when recalled from layoff within three (3) work days from the date on which the City sends or delivers the employee notice to report to work (to the employee's last known address as shown on the City's records).

Section 3. All newly hired employees shall be considered to be on probation for a period of ninety (90) days from the date of appointment. An employee may be discharged for

any reason during the probationary period and such discharge shall not be subject to the grievance procedure. The discharge or retention of a probationary employee shall be at the sole discretion of the City. If an employee's seniority is broken or terminated and then the employee is later rehired, he or she shall be considered to be a new employee and subject to the provisions of this Section. Former part-time employees of the Service Department who are hired as regular, full-time employees without any interruption in service, and who have completed at least three (3) months of continuous service as part-time employees of the Service Department, shall not serve or be subject to such probationary period.

Section 4. Layoffs.

- A. When, in the judgment of the City, a reduction in force is necessary, the City shall determine the number of employees to be laid off. Any employee who does not have a valid Commercial Driver's License in effect on the date of the layoff shall be laid off first, without regard to seniority. Further layoffs shall then be in order of least seniority. Upon recall, said recall will be occasioned on the basis of inverse seniority.
- B. Before hiring any seasonal or part-time people for seasonal or part-time jobs, the City shall first offer such jobs to any laid off personnel, provided that such laid off personnel can fully perform the duties required of the classification. Such recalled employee shall be paid at the rate he or she was receiving at the time he or she was laid off.

**ARTICLE 16
GRIEVANCE PROCEDURE**

Section 1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interests of sound relations between the employees and the City. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees of the department.

Section 2. A grievance is any dispute or difference between the City and the Union, or between the City and an employee, which concerns the interpretation and/or application of and/or compliance with any provisions of this Agreement including all disciplinary actions.

Section 3. The following procedure shall apply to all grievances arising under this Agreement.

Step 1: An employee who has a grievance should meet with his immediate supervisor to attempt to resolve the grievance on an informal basis.

Step 2: If the matter is not resolved in the informal manner described in Step 1, a written grievance must be filed with the Service Director within seven (7) days of the alleged violation of this Agreement. Within seven (7) days after the filing of the grievance, a meeting will be held among the appropriate representative of the City, the aggrieved employee(s), and if the employee(s) so elect(s) (or in the case of a grievance filed by the Union), a representative of the Union. Within seven (7) days of this meeting, the management representative shall issue a written answer to the grievance.

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

Arbitration: If the grievance is not satisfactorily settled at Step 3, the Union may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within ten (10) days after the Step 3 answer was issued. If the City and the Union cannot agree upon an impartial arbitrator, the Union may request a panel of arbitrators from the American Arbitration Association and an arbitrator will be chosen in accordance with the Association's then applicable

rules and regulations. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement.

Section 4. Time Limitations.

- A. To be considered valid, a grievance must be filed in writing within seven (7) days of the occurrence of the alleged violation of this Agreement. A grievance which is not timely filed under this provision shall be considered void.
- B. Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.
- C. Once a grievance is originally timely filed, the parties may by mutual agreement extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

Section 5. The Union shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

Section 6. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, the Union, and the employees.

Section 7. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the Union and the City. The aggrieved employee, his Steward, and any witness shall not lose any regular straight time pay for scheduled work days as required by the arbitrator while attending the arbitration proceedings.

ARTICLE 17
LABOR-MANAGEMENT COMMITTEE

Section 1. A Labor-Management Committee will be maintained to provide a better means of communication and understanding between the Union and the City. The Committee will consist of no more than two (2) representatives of the Union and two (2) representatives of the City. The Union will notify the Service Director as to the identity of the Union representatives. The Committee shall be advisory in nature only.

Section 2. Meetings will be held at a mutually agreeable time and place on a quarterly basis, unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern. At least one (1) week prior to a meeting, each party may submit in writing specific discussion items. Individual grievances will not be a subject matter for discussion at these meetings.

ARTICLE 18
JOB AND EDUCATIONAL TRAINING

In an effort to best serve the residents of Lyndhurst, the City agrees to implement a “Jobs Training Program” whereas all interested employees may be given an opportunity to train and learn all phases of the Service Department. Employees will be provided forms to use in requesting job-related training and/or educational programs. Approval will be at the discretion of the Service Director.

ARTICLE 19
CLASSIFICATIONS AND JOB DESCRIPTIONS

For purposes of this Agreement, all classifications and job descriptions shall be “descriptive” and not “restrictive”. Each employee shall be required to perform all tasks assigned to him by his immediate supervisor which are consistent with the services provided for the citizens of the City of Lyndhurst.

**ARTICLE 20
PENSION**

The City of Lyndhurst will pay that portion of the employee pension to the public Employees Retirement System (P.E.R.S.) of the State of Ohio, as mandated by the State of Ohio. The City also agrees to maintain a pension pick-up program which will reduce the employee's gross pay by the amount of the employee's contribution to the Public Employees Retirement System of Ohio and the City will be responsible for both the City's and the employee's contribution to the retirement fund.

**ARTICLE 21
NO STRIKE/NO LOCKOUT**

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate 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 City.

Section 2. 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 Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted "sick" leave, slowdown, picketing, work stoppage, or other interference of any operations of the City is prohibited and is not in any way sanctioned, condoned, or approved by the Union. Furthermore, the Union shall immediately advise all employees to return to work or to end such interference at once.

Section 3. The City shall not lock out employees for the duration of this Agreement.

**ARTICLE 22
CONFLICT AND AMENDMENT**

Section 1. Should any provision of this Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

Section 2. Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact of such invalidation and to consider modification of the invalidated provision or provisions.

**ARTICLE 23
DISPUTE SETTLEMENT PROCEDURE FOR THE
SUCCEEDING COLLECTIVE BARGAINING AGREEMENT**

Section 1. The parties agree that the terms of this Article shall govern the method by which a succeeding collective bargaining agreement is reached. The terms of this Article and Article XVII shall specifically survive the expiration of this Agreement. Section 2. The City and the Union acknowledge that the purpose of the procedure set forth in this Article is to provide a means for harmonious and cooperative relationships between the City and the employees. The parties also acknowledge the Union's role in representing the legitimate needs of the members of the bargaining unit concerning their wages, hours, terms and conditions of employment and the need of the City to maintain effective and efficient operation of the City government within the confines of its financial resources.

Section 3. The dispute resolution procedure provided in this Article is intended to supersede the procedures specified in the Ohio Public Employer Collective Bargaining Act.

Section 4. If either party wishes to terminate or modify any of the provisions of this Agreement, it shall so notify the other party in writing not later than sixty (60) days prior to the

expiration date of this Agreement. Notification in writing from the Union shall be served upon the Mayor. Notification in writing from the City shall be addressed to a representative of the Union who is a member of the bargaining unit. The party seeking such termination or modification shall also serve a copy of the notice to the other party upon the State Employment Relations Board, together with a copy of the existing collective bargaining agreement. As soon as possible after the receipt of such notice, representatives of the parties shall meet to negotiate a new collective bargaining agreement.

Section 5. At any time after the commencement of such negotiations and after the forty-fifth (45th) day preceding and expiration of this Agreement, either party may request the State Employment Relations Board to appoint a mediator to assist in the negotiation of the succeeding collective bargaining agreement. If no agreement has been reached before fourteen (14) days prior to the expiration of the Agreement, and mediation has not yet been requested, the parties shall request the appointment of a mediator by the State Employment Relations Board. In the alternative, by mutual agreement, the parties may select a mediator from any other source by any other method. The fees and expenses of the mediator and his or her selection which are not borne by the State or Federal governments shall be borne equally by the parties.

Section 6. At any time after the expiration date of this Agreement, either party may submit the matter to final and binding arbitration by so notifying the other party and requesting a panel of arbitrators from the American Arbitration Association, and an arbitrator will then be chosen in accordance with the Association's then applicable rules and regulations. Every effort will then be made to schedule the matter for hearing within thirty (30) days from the date that arbitration is requested. The arbitrator shall resolve the dispute between the parties by selecting either the comprehensive final settlement offer of the City or the comprehensive final settlement

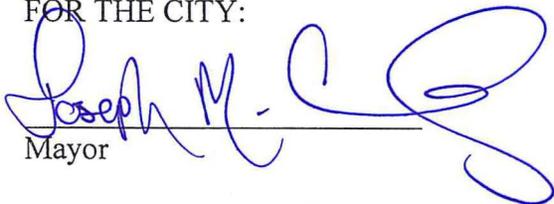
offer of the Union, taking into account the considerations enumerated in Section 4117.14(G)(7) of the Ohio Revised Code. The arbitrator shall issue his decision as soon as possible, but not later than thirty (30) days following the hearing unless otherwise mutually agreed by the parties. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the parties.

**ARTICLE 24
DURATION**

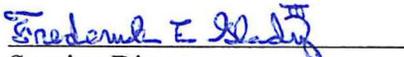
This Agreement shall be effective from January 1, 2015, and shall remain in full force and effect through December 31, 2017, and thereafter from year to year, unless notice of an intent to terminate or modify this Agreement is served by one party upon the other as provided in Article XXIII, Section 4, of this Agreement. If such notice is given, and provided that the Union maintains its status as the exclusive bargaining representative of the members of the bargaining unit, this Agreement shall remain in full force and effect as long as the parties are engaged in negotiations, mediation or arbitration as provided in Article XXIII of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2015.

FOR THE CITY:



Mayor

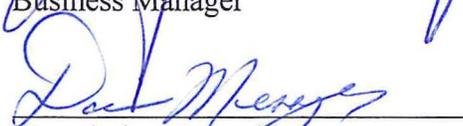


Service Director

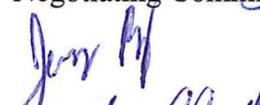
FOR THE UNION:



Business Manager



Negotiating Committeeperson




APPENDIX A - JOB DESCRIPTIONS

LABORER 1

Duties and responsibilities:

1. Refuse collection
2. Metal collection, recycling collection and specials
3. Snow removal and salt (hand work)
4. General laborer work
 - a. Asphalt laborers
 - b. Tree crew laborers
 - c. Grass cutting
5. Any other work as assigned
6. Must hold and maintain a Commercial Driver's License

LABORER 2

Duties and responsibilities:

1. Leaf collection laborers
2. Refuse collection drivers
3. Sanitary sewer work (general)
4. Jackhammer work
5. Sign making and installation
6. Custodial work
7. Must hold and maintain a Commercial Driver's License
8. Any other work as assigned

LABORER 3

Duties and responsibilities:

1. Snow removal, street plows and salt trucks
2. Heavy equipment operators
 - a. Front end loader
 - b. Back hoe
 - c. Sweeper
 - d. 40 foot bucket truck
 - e. Vac-all
 - f. Sewer jet
3. Traffic bulb replacement
4. Traffic safety
5. Sewer maintenance and repair (bricklayer)
6. Must hold and maintain a Commercial Driver's License
7. Any other work as assigned

LABORER 4

Duties and responsibilities:

1. 40 foot bucket tree trimming leader
2. Operate all heavy equipment
3. Assist Service Director in direction of working forces (if requested)
4. Must hold and maintain a Commercial Driver's License
5. Any other work as assigned

MECHANIC 1

Duties and responsibilities:

1. Repair and maintain equipment
2. Assist Chief Mechanic
3. Possess certain mechanical abilities
4. Must hold and maintain a Commercial Driver's License
5. Any other work as assigned

MECHANIC 2

Duties and responsibilities:

1. Repair and maintain equipment
2. Assist Chief Mechanic
3. Welding and fabricating
4. Be knowledgeable of all mechanically related aspects of job
5. Must hold and maintain a Commercial Driver's License
6. Any other work as assigned

CHIEF MECHANIC

Duties and responsibilities:

1. Supervise all mechanical areas of responsibility
2. Order necessary repair parts
3. Recommend to Service Director changes required to maintain service equipment
4. Must hold and maintain a Commercial Driver's License
5. Any other work as assigned

CLERK-SPECIAL

Duties and responsibilities:

1. Oversee operation of Service Department as directed
2. Order parts (as requested)
3. Dispatch
4. Other office clerical work
 - a. Recordkeeping
 - b. Maintain time sheets
 - c. Typing
5. Any other work as assigned

SWIMMING POOL OPERATIONS AND MAINTENANCE

Duties and responsibilities:

1. Upkeep and maintenance of swimming pools
 - a. Plumbing
 - b. Electrical
 - c. Mechanical
 - d. Painting
 - e. Chemical
2. Tennis and baseball lighting maintenance
 - a. Electrical
 - b. Mechanical
3. Must hold and maintain a Commercial Driver's License
4. Any other work as assigned