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LABOR CONTRACT

Between

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, AFL-CIO, LOCAL 1363**

and

THE CITY OF SHAKER HEIGHTS

Effective January 1, 2012 through December 31, 2015

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LABOR CONTRACT

This Labor Contract entered into as of the 2nd day of October, ~~2014~~²⁰¹⁵, between the CITY OF SHAKER HEIGHTS, 3400 Lee Road, Shaker Heights, Ohio, 44120, (hereinafter referred to as the "CITY"), and INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, Local 1363, 2906 Euclid Avenue, Cleveland, Ohio, 44115, (hereinafter referred to as the "UNION").

It is the intent and purpose of the parties hereto that this Labor Contract shall promote and improve essential services to the citizens of Shaker Heights, establish a basis for securing cooperation and good will between the City, Union, and the employees, and set forth the basic understanding between the parties covering rates of pay, hours of work, and other conditions of employment for employees represented by the Union.

(A) UNION RECOGNITION

(1) The City recognizes the Union as the exclusive collective bargaining agent, with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part-time employees employed in the Recreation Department, occupying the position of Grounds/Facilities Maintenance Worker, Recreation Maintenance Specialist A, Recreation Maintenance Specialist B, excluding all seasonal and temporary employees. All other employees of the City are excluded from the bargaining unit. The word "employee", as used in this Labor Contract, means an employee who is a member of the bargaining unit covered by this Labor Contract.

(B) MANAGEMENT RIGHTS

(1) Except as specifically limited by explicit provisions of this Labor Contract, the City shall have the exclusive right to manage the operations, control the premises, direct

the working forces, and maintain efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline, and discharge for just cause, lay off, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedules; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

(2) Except when an emergency situation exists, before the City changes any policy which amounts to a significant deviation from its current practice which will result in the loss of work of a significant number of bargaining unit employees, the City will notify the Union and offer it an opportunity to discuss the desirability of change.

During the four (4) year term of this Labor Contract, if the City considers subcontracting and/or privatization of any work currently performed by bargaining unit employees, prior to implementation of such subcontracting and/or privatization, the City will meet and discuss any such plans with the Union.

(3) The Director will have jurisdiction over the type and number of employees that are needed, for the good of the service, and to staff the type of work that is needed to be performed.

(C) UNION RIGHTS

(1) Bulletin Board - The City shall provide a bulletin board at Thornton Park. The Union agrees that it shall not post any materials or notices containing anything political,

controversial or critical of the City or of any employee, and that it will provide a copy of anything posted on said bulletin board to the Director of Recreation.

(D) NON-DISCRIMINATION

(1) Both the City and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate or show favoritism in any manner relating to employment on the basis of race, color, creed, national origin, sex, sexual orientation, gender identity or union activities.

(2) Wherever the contract so requires the use of words wherein the masculine, feminine or neuter gender shall be construed to include all of said genders by the use of masculine or the feminine gender, it is understood that said use is for conversation purposes only and is not to be interpreted to be discriminatory by reason of sex.

(E) NO-STRIKE

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

(2) Violations of the sanctions shall be considered proper cause for discharge or other disciplinary action.

(3) 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 this section. In the event any violation of this section occurs, the Union shall

immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference of any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union and that all orders of City supervisors shall be complied with during the period when a dispute is being processed through the grievance procedure. Furthermore, the Union shall immediately advise all employees to return to work at once.

(4) The City shall not lock out any employees for the duration of this Labor Contract.

(F) UNION SECURITY

(1) All members of the Bargaining Unit shall either (1) maintain their membership in the Union, (2) become members of the Union, or (3) pay a fair share fee to the Union in an amount equivalent to the annual dues for membership in the Union as a condition of employment, no later than ninety (90) days following the beginning of such employment and remain in good standing, all in accordance with O.R.C. 4117.09. Nothing in this Labor Contract shall interfere with an employee's right to resign from Union membership at any time.

(G) AUTHORIZING DUES DEDUCTIONS (CHECK-OFF)

(1) During the existence of this Labor Contract, and insofar as permitted by state and federal laws, the City will deduct initiation fees and Union dues out of the current net earnings of employees in the bargaining unit who are members of the Union and who individually and voluntarily execute in writing an authorization on Union Form No. MR 0001-09 (and any subsequent revision(s) thereto approved by the City and the Union) for such deductions. The initiation fees and dues so deducted shall be in the amounts established by the Union to be in accordance with its constitution and bylaws

and as certified by the Union to the City as due and owing from the employees involved. Any such deduction shall be remitted by the City to the Union once each month.

(H) LABOR/MANAGEMENT COMMITTEE

(1) A Labor/Management Committee will be established within 60 days after the signing of this Labor Contract to provide a better means of communication and understanding between the International Association of Machinists and Aerospace Workers, AFL-CIO, Local 1363, and the City. The Committee will consist of two (2) members of the Union (two (2) employees or one (1) employee plus the Business Representative, upon request) and two (2) representatives of the City.

(2) Meetings will be scheduled on a periodic basis at the request of either party, at a mutually agreeable time and place. If practicable, at least one (1) week prior to a meeting, each party will submit an agenda to be discussed. Individual grievances will not be a subject matter for discussion at these meetings.

(3) The City and the Union both recognize the need to maintain safe working conditions and shall pursue ways to further promote employee safety at scheduled Labor/Management Committee meetings.

(I) OVERTIME

(1) Premium pay for overtime, at one and one-half (1½) times the employee's base rate, shall be paid to an employee who works more than forty (40) hours in a workweek or eight (8) hours in a workday, if the employee is not absent from work other than for approved vacation, holiday, bereavement leave, or sick leave that is excused with a doctor's slip.

(2) If an employee is called in to work at a time when he or she is not scheduled to work, the employee will be compensated at one and one half (1½) times his or her regular rate for hours worked, but in no event for less than two (2) hours.

(3) In lieu of overtime pay an employee is entitled to receive under this Article, the employee may request an equivalent number of compensatory time hours (i.e., one and one half (1½) comp time hours for each overtime hour worked.) An employee may accumulate no more than 40.0 hours of compensatory time, and comp time may not be converted to cash except upon termination. Time off charged to comp time shall be paid at the employee's regular base rate of pay at the time the leave is taken.

(J) LUNCH PERIOD/BREAKS

(1) All employees shall be entitled to a thirty (30) minute unpaid lunch period each working day.

(2) All employees shall be entitled to a fifteen (15) minute paid break period each working day.

(K) WAGES

The hourly wage for employees covered by this labor contract shall be as follows:

<u>Years of Service</u>	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
Less than 1 year (\$2.11 less max rate)	13.21	13.21	13.21	13.52
1 year but less than 2 years (\$1.69 less max rate)	13.63	13.63	13.63	13.94

2 years but less than 3 years (\$1.27 less max rate)	14.05	14.05	14.05	14.36
3 years but less than 4 years (\$.85 less max rate)	14.47	14.47	14.47	14.78
4 years but less than 5 years (\$.43 less max rate)	14.89	14.89	14.89	15.20
5 years or more (Max rate)	15.32	15.32	15.32	15.63

a. Effective January 1, 2015, an employee who achieves certifications as both a Certified Pool Operator and a Certified Ice Technician shall be classified as a Recreation Maintenance Specialist B. The rate of pay for a Recreation Maintenance Specialist B shall be fifty cents (\$.50) per hour more than the current contract rate for that employee based on his or her applicable years of service.

b. Effective January 1, 2015, an employee who has achieved the status of Recreation Maintenance Specialist B, shall be classified as a Recreation Maintenance Specialist A if he or she receives Certificates of Completion in at least two of the following career trade classes at a career trade center:

- Carpentry,
- Plumbing,
- Industrial Electric Wiring,
- Small Engine Repair.

The rate of pay for a Recreation Specialist A shall be fifty cents (\$.50) per hour more than the current contract rate for that employee as a Recreation Maintenance Specialist B, based on his or her applicable years of service.

(L) SENIORITY

(1) Seniority shall be based upon continuous service with the City in this bargaining unit, compiled by time actually spent on the payroll, plus properly approved leaves of absence and time laid-off.

(2) A new employee shall be a probationary employee without seniority for six (6) months, at the end of which he/she shall be entered in the seniority list as of the first day of his/her employment.

(3) A probationary employee may be disciplined or terminated at the discretion of the City, without recourse to the grievance procedure.

(4) Employees who voluntarily resign or are discharged for cause terminate their seniority.

(5) In the event of lay-off, selection of employees for lay-off shall be based upon inverse order of seniority within the bargaining unit.

(6) Recall of laid-off employees shall be in inverse order of lay-off for a maximum period of one (1) year after lay-off.

a. Employees to be recalled after lay-off shall be notified in writing by certified mail to his/her last known address to report back to work and the City shall, at the same time send a copy to the Union.

b. The laid-off employee shall respond in writing within five (5) days from the date of the postmark on the envelope of the recall notice regarding his or her intention to return or not return to his/her former position.

c. Failure of a laid-off employee to report to work within ten (10) days from the date of the postmark on the envelope of the recall notice

or on a date mutually agreed to by the City and the employee shall cause immediate loss of seniority and employment with the City.

(M) PERSONNEL FOLDER

(1) An employee shall have the privilege of inspecting the contents of his or her folder once each year during the month of March. Upon written request, the official personnel folder of an employee shall be disclosed to the employee or the employee's representative designated in writing, in the presence of a representative of the Director.

(2) Should an employee upon review of his or her personnel file come across material of a negative or derogatory nature, the employee shall have the right to provide a written and signed comment in rebuttal, mitigation or explanation of said material which shall remain in the employee's file so long as the negative material remains in said file.

(N) DISCIPLINE

(1) Discipline is defined as any oral or written warning, suspension, discharge, or demotion for just cause. In the case of suspension or discharge, the employee has a right to have a Union Steward present, and upon request, will be permitted to discuss the suspension or discharge in an area provided by the City before the employee is required to leave the premises. (Exception: Where an employee has been involved in fighting or other threatening situation, he or she shall be immediately removed from the work site). If a Steward is being disciplined, he or she has a right to be represented by another Union member.

(2) An employee who may be suspended or discharged shall be given a written notice, specifying the alleged infraction(s) and the date and time of the pre-disciplinary hearing, within ten (10) working days of the City's knowledge of the facts behind the event(s) upon which the discipline would be based. The Union shall receive

copies of all disciplinary notices given to the employee. All suspensions shall be for a specific period of time. (All oral warnings are grievable only through Step 3 of the grievance procedure.) Any disciplinary action other than an oral warning may be grieved through all steps of the grievance procedure. Any disciplinary action taken as a result of an employee's violation of the No-Strike section shall not be appealable through the grievance procedure.

(3) In the case of an investigatory interview which may lead to disciplinary action, the employee has the right to have a Union Steward present, upon request.

(4) Offenses "Subject to Progressive Discipline", as enumerated elsewhere in this Agreement, and other comparably serious offenses, shall be progressively disciplined as follows:

1st Infraction

The employee shall be verbally reprimanded and a notation indicating offense(s) shall be placed in the employee's file.

2nd Infraction

The employee shall receive a written reprimand indicating offense(s) and containing the statement "Future minor offense infractions shall result in a suspension."

3rd Infraction

A pre-suspension conference (or investigative hearing) will be held to inform the employee of the reason(s) for the possible discipline and to allow the employee to explain his or her side of the story. An employee has the right to have the Union Steward or Union official present. Should the employee decline Union representation, the employee shall sign a "Waiver" form. Should the employee be found guilty of the third infraction, a suspension letter should then be written for one (1) to five (5) days suspension, indicating all charges and specifications. This letter shall contain the statement "Future minor offense infractions will result in a more lengthy suspension."

4th Infraction

A pre-suspension conference will be held in accordance with the procedures above, under "3rd Infraction". Should the employee be found guilty of the fourth infraction, a suspension letter should be written for ten (10) to fifteen (15) days suspension. This letter should contain the statement "Future minor offense infractions will result in a more lengthy suspension."

5th Infraction

A pre-suspension conference will be held in accordance with the procedures above, under "3rd Infraction". Should the employee be found guilty of the fifth infraction, a suspension letter should be written for twenty (20) to twenty-five (25) days suspension. This letter shall contain the statement "Future minor offense infractions will result in dismissal."

6th Infraction

The employee shall be verbally relieved from duty, immediately. The employee shall receive a letter within five (5) working days of the event(s) upon which the discipline is based, stating all charges and specifications and that the employee is suspended pending a dismissal hearing.

(5) Discipline for offenses "Subject to Immediate Suspension" or "Subject to Immediate Suspension, Pending Discharge", as enumerated elsewhere in this Agreement, and comparably serious offenses, shall not necessarily follow the standard progressive discipline process, but will be determined based on the seriousness of the offense and the employee's overall work record.

(6) Wash Out Period/Tracking for Discipline – When assessing appropriate discipline involving an impending suspension, the City shall not include past discipline over three (3) years old. For impending discipline of dismissal, an employee's entire disciplinary record may be used.

(O) GRIEVANCE PROCEDURE

(1) 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 Labor Contract and when any such grievance arises, the following procedure shall be observed. (Note: Grievance rights of probationary employees are limited. See Article L, Section 3 for specifics.)

Step 1

An employee who has a grievance shall take it up in writing with his or her immediate supervisor, either alone or accompanied by a steward or Union representative (who then may be present throughout all stages of the grievance procedure) within two (2) working days after the employee has knowledge, or should have knowledge, of the event or events upon which the grievance is based. The immediate supervisor, accompanied by the Director or her designee, shall meet with the aggrieved employee and his or her Union representative (if desired). The immediate supervisor shall give a written answer to the employee within two (2) working days after the written grievance is presented to him or her.

Step 2

If the employee's grievance is not satisfactorily settled at Step 1, the grievance shall, within five (5) calendar days after receipt of the Step 1 answer, be resubmitted in writing to the employee's Director, or his/her designee, setting forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of their occurrence, the relief or remedy requested, dated, and signed by the employee. The Director, or his designee, shall give a written answer within fourteen (14) calendar days after the receipt of said grievance in writing.

Step 3

If the grievance is not satisfactorily settled at Step 2, the employee may, within seven (7) calendar days after receipt of the Step 2 answer, appeal in writing to the Chief Administrative Officer. The Chief Administrative Officer, or his/her designee, shall give a written answer within fourteen (14) calendar days after said grievance is received.

Step 4

If the grievance is not satisfactorily settled at Step 3, the party desiring arbitration may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the matter to arbitration. Upon written notice of either party's intent to arbitrate a grievance, the party desiring arbitration will request either the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a list of arbitrators and will choose one (1) by the alternate strike method. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The arbitrator's

decision shall be final and binding upon the parties and all parties agree to abide by the award. The filing fees and the expenses of the arbitrator shall be borne equally by both parties.

(2) Failure to provide a timely answer to any step of the grievance procedure shall permit the grievant to immediately proceed to the next step of the grievance procedure.

(3) The Union Stewards shall be permitted 15 minutes per day to process grievances during regular working hours. The time period shall be established by the Director. Stewards shall request any additional time for the processing of such matters from their immediate supervisors, securing the necessary approval from them.

(P) HOLIDAYS & PERSONAL DAYS

(1) Each employee shall be entitled to ten (10) paid holidays in each calendar year as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, day after Thanksgiving Day and Christmas Day, provided said employee worked on his or her regularly scheduled days (or was on approved paid leave) before and after any one of such ten (10) paid holidays. This attendance requirement may be excused if the absence is due to a legitimate illness or injury and a doctor's certificate is provided notwithstanding other rules pertaining to doctor's certificates. Any such employee working on any of said ten (10) paid holidays, shall be entitled to full pay for the holiday worked plus full pay or an additional day off without reduction in pay, as determined by the Director.

(2) Employees shall be credited with one (1) personal day each year during the month of January. With appropriate supervisory approval(s), employees may use this day at their discretion at any time during that calendar year. **Personal days do not carryover into the next year if they are not used.**

(Q) VACATIONS

(1) Annual vacation leave shall be granted to all qualified employees as further provided herein. Vacation leave shall be cumulative to a maximum of 280 hours and any further accumulated vacation leave not so taken shall lapse. When in the discretion of the Mayor, an employee's absence from his or her duties would be detrimental to the City, the Mayor may authorize payment for vacation leave earned and not used.

(2) Vacation leave shall accumulate for each employee on a bi-weekly, pro rata basis, starting from the date of employment. Employees are entitled to accrue vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Accrual in Weeks</u>	<u>Vacation Accrual in Hours</u>
0 months to 1 year	1	40
1 year to 4 years	2	80
4 years to 11 years	3	120
11 years to 17 years	4	160
17 years or more	5	200

After the first six (6) months of continuous service, each new employee shall be eligible to use accrued vacation in accordance with departmental regulations.

(3) In time of emergency determined by the Mayor, the Director shall have the authority to suspend or postpone vacation leave.

(4) Accumulated vacation leave and personal earnings shall be payable upon an employee's death in accordance with the laws of Ohio.

(R) SICK LEAVE AND FUNERAL LEAVE

(1) Sick Leave -- Each employee with service in excess of thirty (30) calendar days shall accrue for each month of service thereafter sick leave of one and one-fourth (1¼)

work days to be used for absence due to illness and injury. For probationary employees, sick leave will be credited, but may not be used, except for hospitalization or work-related injury, until the employee has satisfactorily completed the initial probationary period with the City. An employee shall accrue sick leave for all hours worked, up to eighty (80) hours per pay period.

(2) Accrued sick leave, not to exceed five (5) days in a calendar year, may be used by a non-probationary employee for attendance to a member of his or her immediate family due to serious illness or injury requiring the employee's presence to provide necessary care. Immediate family shall consist of father, mother, spouse, child, legal ward, foster child, and any other relative residing in the employee's household. A certificate from the physician in attendance is required as sufficient proof of need for the required leave of absence by the employee, showing the employee's required attendance to the immediate family member.

(3) It is further provided that an employee hired before June 1, 2014 may accumulate a maximum of two hundred ninety-five (295) days (2,360 hours) of sick leave time. If the employee has at least ten (10) years of service with the City of Shaker Heights, upon any termination for other than disciplinary reasons, a cash conversion at the employee's base rate may be obtained at the ratio of one (1) day of pay for each two (2) days of accrued but unused sick leave, not to exceed one hundred twenty-five (125) days (1,000 hours) of pay.

It is further provided that an employee hired on or after June 1, 2014 may accumulate a maximum of one hundred thirty (130) days (1,040 hours) of sick leave time. If such employee has at least ten (10) years of service with the City of Shaker Heights, upon any termination for other than disciplinary reasons, a cash conversion at the employee's base rate may be obtained at the ratio of one (1) day of pay for each two (2) days of

accrued but unused sick leave, not to exceed sixty-five (65) days (520 hours) of pay.

(4) A doctor's certificate will be required of each employee for any absence due to illness lasting longer than two (2) consecutive days. Employees must provide doctor certificates for all absences due to illness on days immediately prior to and after holidays and approved personal holidays and vacation days. When a doctor's certificate is required, it must be presented immediately upon the employee's return to work. If it is not received by the close of business of the day the employee returns to work, the employee shall not be paid for the period of absence.

(5) Employees are permitted to use sick leave for pre-scheduled medical/dental appointments, provided approval is requested at least two (2) days prior to the appointment, and the appointment is scheduled to result in a minimum of time off the job. In no case shall approved sick leave exceed the actual time at the medical/dental appointment, plus travel time.

(6) Each employee who has accumulated in excess of ninety (90) days sick leave as of November 1 of any year may receive payment for the excess sick leave earned but not used since November 1 of the previous year at the ratio of one (1) day of pay for each three (3) earned but unused sick leave days. The remainder of that year's accumulation remains in the employee's sick leave account, which cannot exceed the maximum accumulation specified in Section (3) of this Article. In lieu of such payment, an employee may accumulate all unused sick leave for that year, subject to this same accumulation limit. (For example, an employee who has ninety (90) days of accumulated sick leave and then earns but does not use an additional fifteen (15) days may elect to receive five (5) days of pay and accumulate the remaining ten (10) days; or, in the alternative, may elect to receive no days of pay and accumulate the full fifteen (15) days. In either case, the employee sick leave balance may not exceed the maximum accumulation

specified in Section (3) of this Article.)

(7) Sick Leave Donation Program -- Employees may donate voluntarily up to 40 hours of sick leave to another bargaining unit employee who must have exhausted his or her own sick leave, vacation, holiday, compensatory time and personal leave. The following conditions shall apply:

- a. An employee may contribute up to a maximum of 40 hours of his/her accumulated paid sick leave but must retain at least one hundred (100) hours of accumulated sick leave after any contribution.
- b. No more than four hundred eighty (480) hours of sick leave may be donated to any one (1) employee.
- c. Any agreement to contribute must be in writing and signed by the contributing employee and is subject to final approval by the Department of Human Resources.

(8) Funeral Leave -- Three (3) days' funeral leave shall be granted to attend a funeral of a member of the immediate family. If the funeral is held 350 miles or more from the City of Shaker Heights, then an additional two (2) days' maximum sick leave may be taken. Immediate family for the purposes of this section is defined as parents, grandparents, mother-in-law, father-in-law, spouse, child, grandchild, brother, or sister and spouse's brother or sister. An employee excused from work under this section shall, after making written application showing proof of death, receive the amount of straight-time wages he or she would have earned on the days of work for which he or she was excused. In the event of a simultaneous tragedy affecting more than one (1) of the covered relatives enumerated above, not more than three (3) normally scheduled work days shall be excused with pay,

and all such paid days shall be subject to the terms and conditions heretofore stated in this section.

(S) OTHER LEAVES

(1) Jury Duty Leave

- a. If an employee is absent from a regularly scheduled day of work due to a summons to either appear for examination as a juror or appear for jury duty, or a subpoena to appear as a witness, he or she will receive his or her regular rate of pay, during the period actually served as a juror, potential juror or witness.
- b. The exception to this policy is when the employee is involved in a legal action, as a plaintiff or defendant, which is unrelated to the employee's job with the City. In this case, the employee will take accumulated vacation leave for all work hours missed.
- c. The employee will continue to receive a paycheck according to the regular schedule. The employee will also continue to earn the paid holidays, sick leave, and vacation benefits to which he or she is entitled.

(2) Military Leave

- a. Employees who are members of the Ohio organized militia, or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for periods of up to one (1) month, for each calendar year in which they are performing service in the uniformed services.

- b. As used in this section, "calendar year" means the year beginning on the first day of January and ending on the last day of December, and "month" means twenty-two (22) eight-(8-) hour work days or one hundred seventy-six (176) hours within one calendar year.
- c. Except as otherwise provided in sub-section (d) of this section, any employee who is entitled to the leave provided under sub-section (a) of this section and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States or an act of congress, is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each month of that leave of absence, the lesser of the following:
 - 1. The difference between the employee's gross monthly wage or salary as a City employee and the sum of the employee's gross uniformed pay and any allowances received that month, exclusive of allowances for travel, food, or housing;
 - 2. Five hundred dollars (\$500.00).
- d. No employee shall receive payments under sub-section (c) of this section if the sum of the employee's gross uniformed pay and allowances (exclusive of allowances for travel, food, or housing) received in a pay period exceeds the employee's gross wage or salary as a City employee for that period or if the employee is receiving pay under sub-section (a) of this section.
- e.
 - 1. During the first month of military leave in each calendar year,

as authorized by this section, employees shall accrue the vacation leave, sick leave, and seniority they would otherwise have been entitled to, had the military leave not occurred. Likewise, all insurance and other benefits (e.g. longevity pay) shall be unaffected during the first month of approved military leave in each calendar year.

2. Beginning with the second month of military leave in each calendar year, as authorized by this section, employees shall continue to accrue seniority, but all sick leave and vacation leave shall cease to accrue; and all insurance benefits and other benefits shall cease to be paid by the City.
- f. The City will comply with Ohio Revised Code and the rules and regulations of the Public Employees Retirement System, regarding pension contributions for all employees on military leave.
- g. An employee who has been on military leave shall be entitled to reinstatement to his or her previous position (or a position of similar seniority, status and pay) if:
1. The employee has given advance written or oral notice of such military service to the City;
 2. The cumulative length of the absence and all previous absences from a position of employment with the City by reason of military service has not exceeded five (5) years; and

3. The returning veteran reports to, or submits a re-employment application to the City in accordance with the notice requirements contained in 38 U.S.C. §4313(a).

(3) Medical Leave

Other than for probationary employees, after an employee has exhausted his or her sick leave with pay, the employee must make a written request for a leave of absence without pay if he or she is unable to return to work due to personal illness, injury or pregnancy, but wishes to remain employed by the City. If approved by the City, this leave of absence shall be for a period not to exceed six (6) months, which time shall include any leave granted under the Family Medical Leave Act. The employee's request for said leave must be supported by medical evidence satisfactory to the City and must be reported to the Director by no later than the second day of absence. If the illness, injury or pregnancy continues beyond the time approved by the City for the leave, the City may grant additional leave without pay under this paragraph upon request. All medical leaves of absence (and any extensions thereof) must be applied for and granted or denied in writing, on forms to be provided by the City. Employees requesting an unpaid medical leave of absence may not return to work until said request for leave has been granted and said employee has provided medical evidence satisfactory to the City. An employee may be required to submit to and pass a physical examination before being permitted to return to work.

(T) HOURS OF WORK & WORK ASSIGNMENTS

Employees are hourly workers and are not guaranteed any minimum number of work hours per day or per week. When employees are working on a full-time basis with no furlough in effect (i.e., no reduction in weekly or bi-weekly hours of work), employee assignments will consist of five (5), eight (8) hour work days per week, or forty (40) work hours over a four (4)-day period, effective April 25, 2010.

(U) INSURANCE/PENSION PLAN

(1) The City will continue in effect the present UNUM Short Term Disability Income, Long Term Disability, and General Life (\$30,000 with double indemnity for accidental death) and Medical Mutual of Ohio dental policies, or their equivalents. In addition, employees shall be permitted to purchase, through payroll deduction, ~~vision~~

~~coverage and additional life insurance up to the limit allowed by the City's insurance carrier.~~

(2) Effective January 1, 2015, The City will provide dental insurance subject to the following changes:

<u>Effective Period</u>	<u>Terms</u>
January 1, 2015	Employee Contribution Premium 15% of the monthly funding rate (premium equivalent)

(3) Effective January 1, 2015, the City will provide healthcare coverage under the Medical Mutual of Ohio Supermed Plus Plan (MMO Plan) with office co-pay of \$20 and in-network deductible of \$100 (single)/\$200 (family), and the Healthspan (formerly known as Kaiser Permanente Plan) with office co-pay of \$5.00, or plans substantially equal in benefits to these plans, subject to the following changes:

January 1, 2015	Employee Contribution Premiums Healthspan – 15% of monthly premium MMO PLAN – 15% of monthly funding rate (premium equivalent) for single and family as determined by City actuary.
	MMO PLAN Preventive Services (routine physicals, routine eye exams, mammograms, pap tests, well child care) – no deductible, no co-pay in network
	MMO PLAN In-Network Co-insurance after deductible. 15% for all services in-network requiring a deductible to maximum of \$750 single and \$1500 family.
	MMO PLAN Out of Network co-insurance after deductible 30% co-insurance for services out of network to maximum of \$1500 single and \$3000 family.

(4) Any employee who is qualified to participate in the City's family plan health insurance program may, at the employee's option, elect not to participate in said program, but instead receive additional compensation in the amount of two hundred fifty dollars (\$250.00) for each month the insurance is waived. Only employees who provide acceptable proof of other health insurance are eligible to participate in this program. In addition, employees must comply with all administrative requirements established by the Director of Human Resources. Employees whose spouses are also employed by the City are not eligible to participate in this program.

(5) Effective January 1, 2015, if an employee's spouse is eligible to participate, as a current employee or in their current enterprise or as a retiree, in group health insurance by his/her employer, enterprise or any public or private retirement plan, the spouse must enroll in such group insurance coverage.

The requirement does not apply to any spouse who is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage.

Upon the spouse's enrollment in such group insurance coverage, that coverage will become the exclusive payor of benefits for the spouse, unless family coverage with the City is selected and the spouse is enrolled in the City plan, in which event the spouse's other plan coverage will be primary and the City will become the secondary payor of benefits except where contrary to law.

Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan, as required by this agreement, shall be ineligible for benefits under the group insurance coverage sponsored by the City.

Every employee whose spouse participates in the City's group health insurance coverage shall complete and submit to the City, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage sponsored by the spouse's employer, enterprise or public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health insurance coverage sponsored by the City. Additional documentation may be required.

An employee who submits false information or fails to timely advise the City of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and such false information, or such failure results in the City providing benefits to which the spouse is not entitled, the employee will be personally liable to the City for reimbursement of benefits and expenses incurred by the City and will be subject to termination. Any amount to be reimbursed by the employee may be by direct payment by the employee, or, if not, shall be deducted through payroll deduction.

If the spouse enrolls in coverage with his/her employer and the employee enrolls in family coverage with the City of Shaker Heights, the spouse's coverage with his/her

employer will be primary and the City coverage will be secondary. When and if the primary coverage is less than the secondary coverage, secondary coverage will be applicable and the payment will be based on the City's plan benefits and would be subject to any deductibles, co-payments or co-insurance under the City's plan.

If the City employee is enrolled in single coverage with the City and the spouse is enrolled in single or family coverage with his/her employer, the City will provide one-half of the waiver of health insurance payment that is applicable where the entire family foregoes City coverage. The full benefit at this time is \$250 per month so the amount the City would pay at this time is \$125 per month. If the full benefit increases, the spouse's benefit will increase proportionately.

(6) For ALL Plans:

The City shall pay the remainder of the monthly health insurance premium (or premium equivalent) not covered by the employee contribution prescribed in Sections (2) and (3).

The City shall continue in effect, at its expense, a Section 125 Plan to allow employee contributions to be made on a pre-tax basis.

The City may offer alternate plan(s) in addition to the ones specified above. In such case(s), employee/City contributions shall be calculated in a manner determined by the City, but in no case shall the employee contributions exceed the amounts prescribed above.

(7) Employees will be eligible to participate in the City's Wellness Program.

(8) The contribution required to be made by each employee to the Ohio Public Employees Retirement System ("OPERS") shall be paid by the City on behalf of the employee in lieu of contribution by the employee. The gross wages payable by the City to each said employee in any pay period shall be reduced by the amount payable by the City to OPERS on behalf of each employee.

(V) LONGEVITY PAY

(1) The City agrees to pay longevity amounts, less deductions, on the last pay date in the month of the employee's anniversary date of employment with the City. Payment will be made each year in this manner to employees who qualify under the following schedule:

Five (5) years' continuous service	\$ 400.00
Ten (10) years' continuous service	550.00
Fifteen (15) years' continuous service	900.00
Twenty (20) years' continuous service	1,200.00
Twenty-five (25) years' continuous service	1,500.00

(2) Employees who retire from the employ of the City shall be entitled to their longevity payment on a time pro-rata basis.

(W) UNIFORMS & SAFETY SHOES

(1) All employees shall be provided with five (5) two-piece uniforms (shirts/pants) per week.

(2) The City will provide an annual cash allowance of \$200 at the beginning of each calendar year (retroactive to January 1, 2012) for steel-toed safety shoes and other work clothing.

(3) Employees are required to wear steel-toed safety shoes when working in jobs where there is a danger of foot injuries, if so directed by the City in accordance with OSHA standards.

(X) SAVINGS CLAUSE

Should any provision of this Labor Contract be deemed illegal pursuant to present or future laws, it shall be deemed separate and distinct from the remainder of the Labor Contract and shall not invalidate the entire Labor Contract.

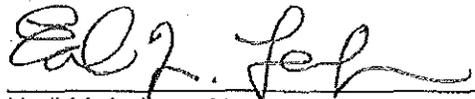
(Y) DURATION

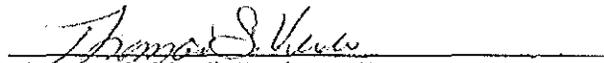
The foregoing constitutes the complete agreement on all questions of wages, hours and working conditions between the City and the Union. This Labor Contract shall be effective as of January 1, 2012, and shall remain in full force and effect until midnight, December 31, 2015, and thereafter unless either party desires to modify or terminate the Labor Contract and files a notice in writing of its desire to terminate or modify at least sixty (60) days prior thereto.

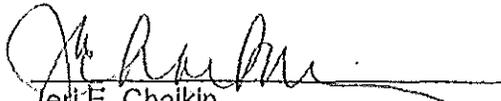
This Labor Contract signed at Shaker Heights, Ohio this 2nd day of Oct., ~~2014~~ 2015

CITY OF SHAKER HEIGHTS, OHIO

INTERNATIONAL ASSN. OF MACHINISTS AND
AEROSPACE WORKERS, AFL-CIO, LOCAL 1363

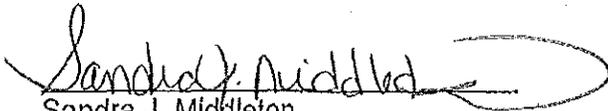

Earl M. Leiken, Mayor


Thomas S. Verdi, Business Representative

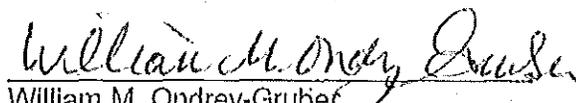

Jeff E. Chaikin,
Chief Administrative Officer

Signed
Original


Alexandria M. Nichols
Director of Recreation


Sandra J. Middleton
Human Resources Manager

APPROVED AS TO FORM:


William M. Ondrey-Gruber
Director of Law

RULES AND REGULATIONS

By virtue of his or her duty under the ordinances of the City of Shaker Heights, Ohio, the Director of Recreation has established for the Department the following rules and regulations for employees in this bargaining unit, reserving the right to make such changes in said rules and regulations as the good of the service may require from time to time. The purpose of these rules and regulations is to establish orderly rules of conduct and behavior for employees covered by this labor contract. Accordingly, rules will be broken down into three categories: those which are grounds for progressive discipline; those which are grounds for immediate suspension; and those which are grounds for immediate dismissal

Any infractions of the following rules and regulations are subject to disciplinary action.

GENERAL RULES

SUBJECT TO PROGRESSIVE DISCIPLINE

1. Employees shall be responsible and subordinate to the Director of Recreation and subject to his or her orders and directions.
2. Employees shall be responsible and accountable to immediate superiors and subject to their orders and directions.
3. The Parks and Facility Maintenance Supervisor, on orders of the Director or her designee, shall assume direct authority and responsibility over assigned Grounds/Facilities Maintenance Workers.
4. The Parks and Facility Maintenance Supervisor shall be accorded the obedience, respect and courtesy demanded by these rules. The Parks and Facility Maintenance Supervisor shall in return act in a courteous, respectable manner.
5. Any Parks and Facility Maintenance Supervisor charged with command and responsibility shall take every action to insure efficient, safe, orderly, uniform, and economical operation and maintenance of personnel, property, and records in his charge and under his control.
6. Every employee must be at Thornton Park ready to begin work at the designated starting time. Any employee, upon leaving Thornton Park at any time during the work day, is to go directly to the job site without stopping for refreshments or other personal business. Likewise, every employee shall return immediately to Thornton Park upon completion of his assignment(s).

There shall be an unpaid lunch period of one-half (1/2) hour each day. In addition, there may be one fifteen (15) minute paid break per shift. Any additional paid breaks shall be at the sole discretion of the supervisor, based on weather conditions, work assignments and any other factors deemed relevant by the supervisor. Employees are not to stop working before their assigned lunch period and must be back at the job site working at the conclusion of the one-half (1/2) hour lunch period.

Employees working outside of Thornton Park are not to stop working or leave the job site any earlier than to arrive at Thornton Park fifteen (15) minutes prior to the designated quitting time. During the summer, when deemed appropriate by the Director of Recreation, twenty-five (25) minutes will be granted to allow for cleaning the equipment and putting all

tools away, until it is time to punch out. No one is to punch out until five (5) minutes prior to the designated quitting time, and no one is to line up in front of the time clock earlier than five (5) minutes prior to the designated quitting time

7. If an employee does not report for work and does not call in, he or she is subject to disciplinary action. Employees must notify the Recreation Department at least one (1) hour before starting time if they are going to be absent from work, or else their absence will be considered unexcused.
8. If an employee fails to punch his or her time card in or out on more than two (2) occasions in a calendar year, the employee shall be docked 1/2 hour pay for each occurrence beginning with the third missed punch. If such conduct occurs frequently, the employee will be subject to further disciplinary action.
9. Each driver is responsible for the vehicle he or she drives and is to go directly to the job or the route he or she is to start. No driver or employee shall stop or cause any delay within his or her control going to the assigned job.
10. Each vehicle driver must report, in writing, any mechanical problem or safety issue associated with any vehicle no later than the end of the day. This report is to be turned in to the Parks/Facilities Maintenance Supervisor.
11. Any rubbish or other material spilled on private property, or in the street, park, tree lawn or sidewalk, must be cleaned up by the person who spilled it. A broom and shovel should be carried on each truck.
12. Each vehicle driver shall see that the vehicle is clean and free from all bottles and other articles. Windshields must be cleaned inside and outside. Beds of the utility vehicles must be hosed down daily or as determined by the Supervisor.
13. Each employee must make a written report to the Director of Recreation of any vehicular accident in which the employee may be involved, including reports of damage to City property and personal injury, if any. The report must be submitted to the Director within 24 hours of the occurrence. A police report must be made on every vehicular accident regardless of how minor it is or where it is located. The vehicle involved in the accident shall not be moved until told to do so by Police. The employee will be subject to alcohol and drug testing for any accident that involves ANY of the following: a fatality; a citation issued to the employee driver; disabling damage to any vehicle, requiring towing from the scene; or immediate treatment away from the accident scene for any injured party. All vehicular accidents will be reviewed by the Director of Recreation, or the Director's agent, and if negligence is determined, then disciplinary action will be taken.
14. All tools furnished by the City must be returned to the Thornton Park locked storage area at the end of the day. If the tools are not returned, disciplinary action may be taken.
15. All employees must keep the Recreation Department advised of their current home address and telephone number(s) at which they can be reached. The Recreation Department must be notified within one (1) calendar day of any change. Any change in the status of an employee's driver's license (including suspended driving privileges, restrictions, change in license number, etc.) must be reported immediately to the Director of Recreation. Following notification by the Bureau of Motor Vehicles or applicable court or police authority of any change in driving privileges, the employee is required to so notify the Director of Recreation no later than the beginning of the employee's next work day. In no case shall an employee drive a City vehicle while his or her driver's license is revoked or suspended. If

occupational driving privilege is allowed under a suspension, express permission from the Director of Recreation and the Chief Administrative Officer must be obtained if and when the employee is allowed to drive a City vehicle.

16. Time of vacations must be scheduled in advance, subject to approval by the Director of Recreation. All changes must be approved by the Director of Recreation in advance of vacation date. No changes in the employees' posted vacation schedule may be made without thirty (30) days' advance written notice and approval by the Director of Recreation or his or her agent. Except during times of posted manpower shortages or emergency conditions, as determined by the Director of Recreation, employees are to submit all requests for vacation or holiday no later than one (1) week before said time off. If the employee receives no response to his vacation or holiday request within twenty-four (24) hours, the employee may directly contact the Director of Recreation or the Director's designee for an immediate response.
17. The Director of Recreation may approve sick leave if the supervisor received a telephone call from the employee no less than one (1) hour before starting time on every day of absence, except as provided in the following paragraph, or by his or her own knowledge of employee injury or illness. Any required certificate of illness, signed by a doctor, must be in the hands of the Director of Recreation no later than the first workday following the absence.
18. Each employee must carry a walkie talkie at all times. Any employee who has finished his or her assignment and doesn't have another assignment shall contact his or her supervisor by radio. If the radio is not functioning, the employee shall return to Thornton Park and contact his or her supervisor. No employee may leave work before quitting time without permission from the Director of Recreation, or his or her agent.
19. All employees shall devote proper attention to their work assignments, exerting their greatest energy and full ability in the performance of their duties.
20. Employees shall conduct themselves in a respectful and courteous manner, being just, impartial, and dignified in their relations with others.
21. Employees must wear uniforms furnished by the City and keep themselves neat in appearance while on the job.
22. **Cell Phones:** While on duty, employees shall not use personal phones except for approved work-related calls or an emergency on the job when a radio is unavailable, or as specifically authorized by the Director or her agent. (It is understood that there are no restrictions on personal cell phone use during an employee's approved lunch period.) Use of a City cell phone is restricted to official business only.

SUBJECT TO IMMEDIATE SUSPENSION

1. All employees are required to obey promptly and without discussion or debate, all reasonable orders from their supervisors, unless jeopardizing the individual or his or her job. Anyone violating this regulation will be subject to immediate suspension.
2. Every employee must punch his or her own time clock card and is not permitted to punch in or out any other employee's card. If any failure to punch in or out occurs, the employee must report it in writing on the appropriate form to the Director of Recreation, or his or her agent, in order to be paid for that day. All overtime must be approved by the Director of Recreation or the Director's Designee.

3. No driver shall leave the City at any time with a City truck without permission from the Director of Recreation, or his or her agent. No employee shall drive a City vehicle or use a City vehicle for personal use without specific permission from the Director of Recreation or his or her Agent. Anyone found in violation of this regulation will be subject to immediate suspension.
4. No equipment of any kind is to be taken from Thornton Park without permission from the Director of Recreation, or his or her agent. No equipment of any kind is to be taken from Thornton Park for personal use. Any violation of this regulation will be subject to immediate suspension.
5. Employees shall not use obscene, immoral, disrespectful, imprudent or other improper language or conduct; being always respectful and courteous to all with whom they come into contact.
6. Gambling shall not be permitted while on duty, or at any time on Department or City premises.
7. Employees will not sleep while on duty.
8. No employee will take anything home from the job without permission from the Director of Recreation, or his or her agent. Anyone who takes anything off anyone's property without permission, for salvaging or the employee's own use, will be subject to immediate suspension.
9. There shall be no unauthorized use of City computers. Written authorization must be obtained by Director of Recreation or designee prior to the employee using a City computer.

SUBJECT TO IMMEDIATE SUSPENSION, PENDING DISCHARGE

1. Employees who are absent without approved leave for a period three (3) consecutive days shall be considered to have abandoned their job with the City and will be immediately suspended, pending discharge.
2. At no time while on duty or on Department or City premises shall any employee of the City of Shaker Heights Recreation Department have on or about their person a handgun, firearm, or deadly weapon of any kind as described in the Shaker Heights Codified Ordinances. Any employee of the City of Shaker Heights Recreation Department found with a firearm or any other deadly weapon on his or her person, or stored on City premises, shall be immediately suspended, pending discharge.
3. Any employee who takes part in any fighting while on duty, or at any time on Department or City premises, will be immediately suspended, pending discharge.
4. At no time while on duty, operating a City vehicle, or on Department or City premises, shall any employee of the City of Shaker Heights Recreation Department have on or about their person intoxicating beverages or illegal drugs, as described in the Shaker Heights Codified Ordinance, or the employee will be subject to disciplinary action in the form of immediate suspension, pending discharge.
5. Any employee, who while on duty, is under the influence of drugs or intoxicating beverages, will be immediately suspended, pending discharge.

LETTER OF UNDERSTANDING – I

January 1, 2012

Mr. Thomas S. Verdi, Business Representative
International Association of Machinists & Aerospace Workers, AFL-CIO, Local 1363
2906 Euclid Avenue
Cleveland, OH 44115

Re: Tools

Dear Mr. Verdi:

During the course of our 2012-2015 negotiations the parties agreed that employees would not be required to use their own personal tools to perform City work. Further, it was agreed that employees would not store or use their personal tools on City premises.

Very truly yours,

CITY OF SHAKER HEIGHTS

By: 

Earl M. Leiken
Mayor

LETTER OF UNDERSTANDING – II

January 1, 2012

Mr. Thomas S. Verdi, Business Representative
International Association of Machinists & Aerospace Workers, AFL-CIO, Local 1363
2906 Euclid Avenue
Cleveland, OH 44115

Re: Layoffs

Dear Mr. Verdi:

During the course of our 2012-2015 negotiations the parties agreed that there would be no layoffs of bargaining unit members during the term of the labor contract, except in the event of a severe loss of revenue which would place the City in fiscal watch as of June 30 or December 31 of any calendar year.

Very truly yours,

CITY OF SHAKER HEIGHTS

By: 
Earl M. Leiken
Mayor