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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

THE CITY OF HIGHLAND HEIGHTS, OHIO

AND

**LABORERS' LOCAL 860
A/W LABORERS INTERNATIONAL UNION OF NORTH
AMERICA**

EFFECTIVE:

Upon Execution

THROUGH

December 31, 2018

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ARTICLE I
PREAMBLE

1.01 This Collective Bargaining Agreement (“Agreement”) is hereby entered into by and between the City of Highland Heights, Ohio, (“Employer” or “City”) and the Laborers’ Local 860, A/W Laborers International Union of North America (“Laborers Local 860” or “Union”).

ARTICLE II
PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Highland Heights, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer’s business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III
RECOGNITION

3.01 The employer hereby recognizes the Laborers Local 860 as the sole and exclusive representative for negotiating wages, hours and other terms and conditions of employment for a bargaining unit set forth below:

INCLUDED: All full-time Service Department employees in the following classifications: Mechanic/Serviceman A, Mechanic/Serviceman B, Mechanic/Serviceman C, Mechanic/Serviceman D, Serviceman AAA, Serviceman AA, Serviceman A, Serviceman B, Serviceman CC, Serviceman C, Serviceman D.

EXCLUDED: Service Director, Assistant Service Director, all part-time Servicemen, all seasonal Service employees, all other full-time, supervisory, part-time and casual employees of the Employer.

3.02 Whenever the word "employee(s)" is used in this Agreement, it shall refer to the employee(s) in the aforesaid bargaining unit.

ARTICLE IV
MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- 1) hire, discharge, transfer, suspend and discipline employees;
- 2) determine the number of persons required to be employed, or laid off;
- 3) determine the qualifications of employees;
- 4) determine the starting and quitting time and the number of hours to be worked by its employees;
- 5) make any and all rules and regulations;
- 6) determine the work assignments of its employees;
- 7) determine the basis for selection, retention and promotion of employees;
- 8) determine the type of equipment used and the sequence of work processes;
- 9) determine the making of technological alterations by revising either process or equipment or both;
- 10) determine work produced;
- 11) select and locate buildings and other facilities;
- 12) establish, expand, transfer and/or consolidate work processes and facilities;
- 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity, or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; and

14) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE V
NO-STRIKE

5.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slow down, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slow down, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

5.03 It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action.

5.04 The Employer shall not lock out any employees for the duration of this Agreement.

5.05 In the event of a violation of this Article, the Employer shall have all the rights and remedies as are afforded it by virtue of the laws of the State of Ohio.

ARTICLE VI
NONDISCRIMINATION

6.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex or handicap.

6.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE VII
DUES DEDUCTIONS AND FAIR SHARE FEES

7.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

7.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

7.03 The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

7.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Union within thirty (30) days from the date of making said deductions.

7.05 All bargaining unit employees that are not members of the Union, as a condition of employment, shall pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Contract.

7.06 Any future bargaining unit employee who does not make application for union membership within sixty-one (61) days after being employed shall, as a condition of employment, pay to the Union through payroll deduction a fair share fee as a contribution toward the administration of this Contract.

7.07 The fair share fee amount shall not exceed the monthly union dues and shall be certified to the City by the treasurer of the local union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require authorization for payroll deduction. Payment to the Union for fair share fees shall be made in accordance with the regular dues deduction as provided in this Article.

7.08 In the event that a mistake is made with an employee's fair share fee, the City shall act with reasonable due diligence to address the matter (i.e. within 30 days of the Union's written notification of the mistake to the employer).

7.09 The Employer shall provide the Union with a monthly list of employees who are paying the fair share fee and the date that the employees began paying it.

7.10 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

7.11 In the event the United States Supreme Court strikes down the collection of fair share fees or any federal or state court of competent jurisdiction declares R. C. 4117.09(C) to be invalid, Section 7.05-7.09 of this Article shall become null and void.

ARTICLE VIII
EMPLOYEE RIGHTS

8.01 An employee has the right to the presence and advice of a Union representative and/or Union attorney at all disciplinary hearings where the employee is to be the subject of a disciplinary action.

8.02 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in an investigation may be the basis of such a charge and result in disciplinary action.

8.03 An employee may request an opportunity to review his personnel file during normal hours. A request for copies of items included in the file, at the employee's cost, shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

8.04 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at reasonable times with consideration for the employee's work shift, unless operational necessities require otherwise.

8.05 If an employee to be questioned is, at that time, a witness and not under investigation, he shall be so advised of such status.

ARTICLE IX
UNION REPRESENTATION

9.01 The parties recognize that it may be necessary for an employee representative of the Union to act in the capacity of representative for the purposes of administering this Agreement. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before performing such representation pursuant to this section, the representative must obtain prior approval from the Service Director or designee. The employee shall suffer no loss in pay for such time spent in the good faith processing of grievances, and at any grievance meetings at which the Employee requests a representative to be present.

ARTICLE X
SICK LEAVE

10.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) illness, injury or death in the employee's immediate family.

10.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hour base pay period paid and may accumulate such sick leave to an unlimited amount.

10.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

10.04 Sick leave may be used in segments of not less than one (1) hour.

10.05 Before an absence may be charged against accumulated sick leave, the Service Director or designee may require such proof of illness, injury or death as may be satisfactory to

him, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than two (2) work days must supply a physician's report to be eligible for paid sick leave, if requested by the Service Director.

10.06 If the employee fails to submit adequate proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the request of medical examination, the Service Director or designee finds there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

10.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

10.08 The Service Director or the designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

10.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, step-children, parents and step-parents. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, step-parents, spouse, child, step-child, brother, step-brother, sister, step-sister, parents-in-law, grandparents, brother-in-law and sister-in-law.

10.10 An employee who has accumulated a total of nine hundred sixty (960) hours in unused sick time as of January 1 of a given year is eligible to turn in up to 120 hours of sick leave earned but not used in the current year. An employee will receive a cash payment equal to seventy five percent (75%) of his hourly rate at the time the leave is turned in. Such hours turned

in will not be accumulated, but shall be taken off the books. Such hours shall be turned in by January 15th of the succeeding year and shall be paid in February of that year.

10.11 Upon the retirement or the death of an employee who has qualified for retirement benefits from the State of Ohio Public Employees Retirement System, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death multiplied by one-half (1/2) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed nine hundred and sixty (960) hours.

10.12 An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

10.13 An employee who does not use any sick leave during a quarter of the calendar year shall receive four (4) hours of bonus pay, up to sixteen (16) hours annually. Calculations under this Article shall begin on July 1, 2010. For the first two quarters of 2010, any employee who did not use sick leave during the quarter shall receive three (3) hours of bonus pay. The bonus shall be paid annually by the second period following the calendar year it was earned. Use of personal sick leave shall not be counted as use of sick time for purposes of this paragraph.

ARTICLE XI
VACATIONS

11.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

| <u>Length of Continuous Service</u> | <u>Hours</u> |
|-------------------------------------|--------------|
| After one (1) year | 80 hours |
| After five (5) years | 120 hours |
| After twelve (12) years | 160 hours |
| After twenty (20) years | 200 hours |

11.02 Vacation time shall be taken at a time approved by the Service Director or the designee, after January 1st of each year.

11.03 Any employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

11.04 Any employee who resigns, is terminated, retires, or is separated from employment by the Employer because of a reduction in force will receive pay for their unused and accrued vacation time. In the case of resignation, they shall give two (2) weeks notice in writing to the Service Director to be eligible for such payment.

11.05 Vacation time shall not be carried over from one year to another without the express written authorization of the Service Director or the designee. Any vacation time that is unused within the year granted shall be deemed forfeited.

11.06 Any employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer his length of service time for credit towards his vacation time calculation with the Employer. Such prior service credit shall not be awarded or granted until the employee completes his one year probationary period and reaches his first anniversary date.

11.07 If any employee(s) entitled to vacation time is deceased before any part of that vacation time is used, their heirs or estates will receive the vacation pay the deceased employee would have received.

11.08 All newly hired employees are ineligible for vacation during their first year of employment, as determined by their anniversary dates. However, between their first anniversary of employment and the succeeding January 1, they are eligible for 80 hours of vacation. All

employees shall be eligible to receive the next higher level of the vacation set forth in this contract on their respective anniversary dates when they have been employed for the required number of years.

11.09 An employee shall be granted one additional eight (8) hours day of vacation for each year of continuous service after twenty (20) years to a maximum of 240 hours after twenty-five (25) years, as shown in the following schedule:

| | |
|--------------------|----------|
| Twenty-one years | 8 hours |
| Twenty-two years | 16 hours |
| Twenty-three years | 24 hours |
| Twenty-four years | 32 hours |
| Twenty-five years | 40 hours |

The days granted under this section may only be scheduled after all departmental vacations have been approved and may only be taken when it does not adversely affect the department's operation. In the event that the employee is unable to take the vacation hours granted by this section, the City will pay the employee for the hours in January of the following vacation year, in addition to any hours paid out under Section 11.09 of this Article.

ARTICLE XII

HOLIDAYS

12.01 Effective at the beginning of each calendar year, all full time employees shall receive the following paid holidays:

| | |
|------------------------|---------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Day before Christmas |
| Independence Day | Christmas Day |

12.03 If an employee is required to work on one of the holidays set forth in paragraph 12.01, he shall be paid one and one-half (1-1/2) times his regular hourly rate for all hours worked.

ARTICLE XIII
PERSONAL LEAVE

13.01 All employees shall in addition to all other leave benefits, be granted sixteen (16) free personal leave hours and up to thirty-two (32) personal sick leave hours which are to be deducted from the employee's sick leave accumulation, if used each calendar year which are to be taken within the year earned.

13.02 Personal days shall only be taken with advance approval of the Service Director or the designee.

13.03 The unused free personal days shall be added to the employee's sick leave accumulation.

ARTICLE XIV
JURY DUTY LEAVE

14.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall suffer no loss in pay. Any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, shall be surrendered to the Employer.

ARTICLE XV
FUNERAL LEAVE

15.01 An employee shall be granted time off with pay, not to be deducted from sick leave, for the purpose of attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) consecutive work days for each death in his immediate family. For purposes of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, step-children, siblings, step-siblings, parents-in-law, step-parents and parents. In addition to the foregoing, an employee shall be entitled to two (2) workdays for each death involving the employee's grandparents.

ARTICLE XVI
INJURY LEAVE

16.01 When an employee is injured in the line of duty, while actually working for the Employer, he shall be eligible for paid leave not to exceed ninety (90) calendar days. An employee is not eligible for injury leave for any injury requiring seven (7) or fewer calendar days of leave. Any employee who is granted injury leave shall be construed as being on wage continuation for purposes of workers' compensation.

16.02 The Employer shall have the right to require that the employee be examined by a physician appointed by the Employer who shall certify that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

16.03 Injury leave shall terminate no later than ninety (90) consecutive calendar days after the beginning of the leave, or at such earlier time as provided below:

- A. When the employee is released by his physician to return to work; or
- B. At such time that the member is declared capable of performing his normal duties by a physician appointed by the Employer;
- C. If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, and limited work assignments are available, the employee will immediately report for duty under the conditions set forth in the physician's certificate;
- D. Any limited assignments of duties will be reviewed each thirty (30) calendar days to determine if the employee is capable of resuming normal, unlimited duties.

Such limited assignments shall not extend the ninety (90) day maximum leave provided for in this section.

16.04 If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, solely at the Mayor's and Service Director's discretion, be extended for additional ninety (90) calendar day periods or parts thereof.

ARTICLE XVII

HOURS OF WORK AND OVERTIME

17.01 The normal work schedule for full-time employees will be eight (8) work hours per day, Monday – Friday, from 6:00 a.m. through 5:00 p.m. The Employer further reserves the right to modify the schedule or to implement additional shifts at its discretion to provide required City services.

17.02 Employees will be granted a one-half (1/2) hour unpaid meal period taken near the middle of the employees work shift. In lieu of paid breaks, employees will be permitted to extend their meal period to one hour (i.e., 30 minutes unpaid meal break and 30 minutes paid meal break). The Director or designee reserves the right to modify meal period times based upon operational needs. Employees who may work more than eight (8) hours in a shift, will be granted an additional fifteen (15) minute paid meal/break period for each four (4) hours worked.

17.03 All employees, for work actually performed in excess of forty (40) hours per week, when approved of by the Service Director or the designee, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. Holidays, sick leave, personal sick days, compensatory time, vacation time and the free personal days shall be considered time actually worked. Funeral leave shall not be considered time worked. The Employer shall determine work schedules, work shifts and the full-time hours of work. The workday shall consist of a 30-minute unpaid lunch to be taken near the middle of the employee's work shift.

17.04 When approved by the Service Director or the designee, employees called in to work when the employee is not on duty, shall be compensated not less than two (2) hours. Continuous or contiguous time prior to an employee's work shift renders the employee ineligible for call back minimums. "Continuous" or "contiguous" time as defined herein shall mean an employee being called or required to come to work 60-minutes or less prior to the start of the normal shift.

17.05 Employees shall at their election be able to accrue compensatory time at one and one-half (1-1/2) the number of overtime hours worked in lieu of cash payment, up to a maximum of one hundred sixty (160) hours. In the event an employee works overtime when his "comp-time bank" is at one hundred sixty (160) hours, he shall be paid cash for such overtime. All hours over one hundred twenty (120) in the employee's comp bank as of December 31st, of each year, shall be paid in cash to the employee in the January of the succeeding year at the prior year's rate of pay at which it was earned.

17.06 An employee traveling to approved assignments, including approved training activity outside of Cuyahoga County more than thirty (30) miles from the Highland Heights Service Department, will be paid from the employee's home to the destination and back. The employee may be required, at the discretion of the Service Director, to report to the department before traveling to the assigned training and/or after the assigned training. In such case, the employee will be paid only from the time reporting to the Department to his/her return to the Department.

ARTICLE XVIII

EDUCATIONAL PAY AND REIMBURSEMENT

18.01 Employees shall be eligible for the reimbursement of tuition costs resulting from the employee taking courses from an accredited institution of higher learning providing that:

- 1) they are related to the employee's job;
- 2) the taking of the course(s) has been approved of in advance by the Service Director and the Mayor.
- 3) the employee obtains a grade of "C" or better; and

- 4) the grade received and receipt for the tuition are submitted to the Finance Director.
- 5) The amount of tuition to be paid by the City shall be limited to the amount of the then current per credit hour cost charged by the institution the employee attends not to exceed the rate charged by Cleveland State University.

ARTICLE XIX
UNIFORM ALLOWANCE

19.01 All employees shall receive, at the Employer's expense, City t-shirts or other uniforms, or rental uniforms at the discretion of the Employer. Employees who are provided uniforms are required to wear such uniforms while on duty. All uniforms purchased shall be surrendered to the Employer if the employee fails to complete the probationary period or when he is separated from employment.

ARTICLE XX
INSURANCE

20.01 Upon commencement of employment, all full-time employees of the municipality shall be entitled to personal health care coverage and benefits and family health care coverage and benefits, where applicable. The Employer will pay one hundred percent (100%) of the premium. Health care coverage and benefits include existing health, dental, prescription and hospitalization coverage and benefits. The Employer reserves the right to change providers or insurers as long as the benefits are comparable to coverage as outlined in Exhibit A.

Effective January 1, 2016, employees shall be responsible for a \$1,000 deductible for single coverage and a \$2,000 deductible for family coverage. The Employer shall pay the remainder of the funding for annual deductibles through HSA funding. The Employer's funding for the HSA will occur before January 31st each year. The Employer may also implement a co-insurance as part of the health insurance plan. However, the Employer shall reimburse bargaining unit employees each year of the Agreement so that such members will have a net zero

cost for co-insurance. To the extent that a Health Reimbursement Arrangement (HRA) has been established, the Employer may continue with such administration of the HRA.

20.02 The Employer will provide and pay the full premium on a Fifty Thousand Dollar (\$50,000.00) life insurance policy for all full-time employees.

20.03 An employee eligible for family coverage who decides not to use the health insurance coverage provided by the City will be paid Three Hundred Dollars (\$300.00) per month; an employee eligible for single coverage who decides not to use the health insurance coverage provided by the City will be paid One Hundred Dollars (\$100.00) per month. The amount will be paid in the final paycheck of the month. No payment can be made under this section until the employee provides proof to the Finance Director that he is covered under another health insurance policy. In the event the employee wishes to reenroll in the City's insurance, he must wait for open enrollment or notify the City of a COBRA event.

20.04 The Union may elect one of its members from each bargaining unit as a participant in a Health Care Committee to be established by the City to discuss issues related to the health insurance to be provided by the City. The Committee shall consist of one (1) member of each of the bargaining units of the City, one (1) member of the Mayor's office, and up to two (2) additional designees of the Mayor. The purpose of the Committee is to provide the City and the current provider with suggestions on the provision of health care services and concerns with current and/or proposed coverage. The Committee may discuss, and by majority agreement, issue recommendations regarding changes in health care providers or insurers or modification to existing level of benefits for the following year. However, the Committee is not responsible for selecting the health care provider or determining the level of benefits. Recommendations from the committee on such shall not be binding upon the parties. Any changes in health care benefits continue to be subject to good-faith bargaining and agreement by the parties; however, the City retains the right to change providers or insurers as long as the benefits are comparable to coverage outlined in Addendum A, per Section 20.01.

The Committee shall meet at least once annually before August 1 to address any issues with the health care plan and once after bids for a change in health insurance has been

received. Either the City or any member of the Committee may request an additional meeting at any time.

20.05 Each employee enrolled in the employer's health insurance plan, will be permitted to make contributions to a Flexible Spending Account to be administered by a third party provider, if applicable.

20.06 The following shall apply to the funding of HSAs.

- a. If an employee joins the Employer's health care plan after January 1 and the plan deductible exceeds the deductible set forth under Addendum A, the Employer's contribution to the employee's HSA will be prorated based upon the months of employment remaining in the health insurance policy year.
- b. If an employee has been advanced HSA funding in any calendar year, is separated from employment during the calendar year prior to December 1 (except for lay-off or reduction in force), and has money remaining in the HSA (i.e., has not exhausted the HSA funding prior to separation), any remaining amounts in the HSA shall remain in the employee's possession and control except that the employee shall reimburse the Employer the remaining HSA funding on a prorata basis through a withholding of the appropriate amount from the employee's final pay check.
- c. If an employee switches from single to family coverage during the year, the Employer will provide additional funding to the employee's HSA to the family plan amount within ten (10) days of the plan change, with the additional funding amount being calculated on a prorata basis. Conversely, if an employee switches from family to single coverage during the year, the Employer may require the employee to reimburse the Employer the difference in the family and single funding by a proportionate reduction in pay from the employee's remaining pay checks for the year, with the amount being calculated on a prorata basis.

ARTICLE XXI
RATES OF PAY

21.01 Effective January 1, 2016, all employees shall be paid an hourly wage rate in accordance with the following schedule:

| <u>JOB TITLE</u> | <u>HOURLY RATE</u> |
|-----------------------|--------------------|
| Mechanic/Serviceman A | \$34.87 |
| Mechanic/Serviceman B | \$33.23 |
| Mechanic/Serviceman C | \$31.54 |
| Mechanic/Serviceman D | \$29.90 |
| Serviceman AAA | \$33.45 |
| Serviceman AA | \$32.90 |
| Serviceman A | \$32.33 |
| Serviceman B | \$29.37 |
| Serviceman CC | \$26.33 |
| Serviceman C | \$23.31 |
| Serviceman D | \$19.66 |

21.02 Effective January 1, 2017, all employees shall be paid an hourly wage rate in accordance with the following schedule:

| <u>JOB TITLE</u> | <u>HOURLY RATE</u> |
|-----------------------|--------------------|
| Mechanic/Serviceman A | \$35.83 |
| Mechanic/Serviceman B | \$34.14 |
| Mechanic/Serviceman C | \$32.41 |
| Mechanic/Serviceman D | \$30.72 |
| Serviceman AAA | \$34.37 |
| Serviceman AA | \$33.80 |
| Serviceman A | \$33.22 |
| Serviceman B | \$30.18 |
| Serviceman CC | \$27.05 |
| Serviceman C | \$23.95 |
| Serviceman D | \$20.20 |

21.03 Effective January 1, 2018, all employees shall be paid an hourly wage rate in accordance with the following schedule:

| <u>JOB TITLE</u> | <u>HOURLY RATE</u> |
|------------------------|--------------------|
| Mechanic/Service man A | \$36.82 |
| Mechanic/Service man B | \$35.08 |
| Mechanic/Service man C | \$33.30 |
| Mechanic/Service man D | \$31.56 |
| Service man AAA | \$35.32 |
| Service man AA | \$34.73 |
| Service man A | \$34.13 |
| Service man B | \$31.01 |
| Service man CC | \$27.79 |
| Service man C | \$24.61 |
| Service man D | \$20.76 |

21.04 Each year of the Agreement, in the event the employer hires a new employee, such new employees shall receive 75% of the above work rates during their one year probationary period as a probationary rate of pay.

21.05 The Employer shall have the discretion to compensate any new employee greater than the 75% of the work rate up to the full work rate during the one year probationary period provided the new employee establishes, to the sole satisfaction of the employer, that the new employee was relevant and comparable or private sector work experience in the same or similar job classification. The granting of more than 75% of the full rate (but not to exceed the full work rate) shall be at the sole discretion of the Employer. Any denials of requests to increase a probationary employee's rate shall be non-grievable. Nothing in this Section shall be construed as a reduction or shortening of the one-year probationary period.

21.06 The Longevity set forth in Article XXII, Section 22.01 shall be increased each year of the Agreement by the same percentage as the base wage.

ARTICLE XXII

LONGEVITY

22.01 All employees shall receive longevity payments for continuous full-time employment in accordance with the following schedule:

| | 2016 | 2017 | 2018 |
|----------------|-------------|-------------|-------------|
| After 5 years | \$0.68/hour | \$0.70/hour | \$0.72/hour |
| After 10 years | \$0.97/hour | \$1.00/hour | \$1.03/hour |
| After 15 years | \$1.27/hour | \$1.30/hour | \$1.34/hour |
| After 20 years | \$1.54/hour | \$1.58/hour | \$1.62/hour |

22.02 The longevity amount shall be paid hourly on the employee's biweekly pay as to the number of hours of pay due to the employee.

ARTICLE XXIII
MISCELLANEOUS

23.01 In any instance where the Employer requires an employee to submit to a medical examination, the Employer shall pay the cost of the examination.

23.02 Paychecks will be issued every other Friday. The employee may request the direct deposit of paychecks at their option.

23.03 The Employer shall provide the Union with one (1) bulletin board which will be located in the Service Department. The Union shall be responsible for the care, maintenance and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 23.04, below.

23.04 No notices, memoranda, posters or other forms of communication will be posted on the bulletin boards that contain any defamatory, political (except Union election notices), or controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one copy of each such material to the Employer prior to the posting of such material.

23.05 Employees are subject to the City's Human Performance Evaluations (HPE) procedures and process.

23.06 In the event that an employee, at the specific direction of the Service Director, uses his personal automobile for City business in the interest of the City, he shall be reimbursed for mileage at the IRS rate then in effect. In addition, when trips are taken in the interest of the City, an employee shall be reimbursed for such necessary travel expenses, as approved by the Service Director. Reimbursement for mileage and other necessary travel expenses will be paid upon presentation of appropriate receipts to the Service Director and the Finance Director.

23.07 The Union may request to use the Employer facilities for meetings with the employees to discuss Union concerns and matters. The Union must obtain prior approval for use of such facilities. Such use of facilities may only be during non-working hours and such use may not cause any disruption to the Employer or Service Department.

23.08 The parties agree to a labor-management meeting at least one time annually, or as otherwise necessary and agreed to by the parties. The purpose of the meeting is to discuss concerns of the Union or the Employer relating to working conditions. The parties will not use the meeting as a forum to modify contractual terms and conditions of employment.

23.09 The Employer shall reimburse the full-time Service Department employees required to maintain a CDL for the renewal cost of their license. Reimbursement shall be limited to the actual renewal fee charged by the State of Ohio. Employees shall present CDL licensure payments to the Finance Department for reimbursement.

23.10 The Employer shall pay each mechanic a total allowance of One Hundred Dollars (\$100.00) annually.

ARTICLE XXIV

HEADINGS

24.01 It is understood and agreed that the use of headings before articles and sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XXV

GENDER AND PLURAL

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

ARTICLE XXVI

OBLIGATION TO NEGOTIATE

26.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

26.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge

or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXVII
TOTAL AGREEMENT

27.01 This Agreement represents the entire agreement between the Employer and the Union, and unless specifically expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE XXVIII
CONFORMITY TO LAW

28.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State Laws in accordance with Chapter 4117 O.R.C., and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

28.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE XXIX
CORRECTIVE ACTION

29.01 No employee shall be suspended, fined, removed, or reduced in pay or position, or disciplined in any manner except for just cause.

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

29.03 Whenever the Employer and/or his designee determines that there may be cause for an Employee to be suspended, reduced, fined or discharged, a pre-disciplinary conference will be scheduled to give the Employee the opportunity to offer an explanation of the alleged conduct. The affected Employee(s) may elect to have a representative of the Union and/or a Union attorney present at any such pre-disciplinary conference.

The pre-disciplinary conference procedure shall be conducted with the following rules:

1. The Employee shall be provided with a written notice advising him of the nature of the charges and the date, time and location of the hearing. Such notice shall be given to the Employee at least forty-eight (48) hours prior to the time of the hearing.
2. The hearing shall be conducted by the Service Director.
3. Within ten (10) calendar days after the hearing, the Service Director shall provide the Employee a written statement affirming or disaffirming the charges based on the relative strength of the evidence given at the hearing by the Employee and the Employer.

29.04 An Employee may appeal a suspension of more than one day (more than eight hours) or a discharge through the grievance and arbitration procedure. Any other discipline, i.e., written warnings and one day suspensions may be appealed through Step Three of the grievance procedure.

29.05 Prior to the scheduled time of the conference, the Employee may waive his/her right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" form.

29.06 A non-probationary Employee who is disciplined shall be given written notice regarding the reason(s) for the disciplinary action. The notification shall inform the Employee of the right to confer with a representative of the Union.

ARTICLE XXX

DEFERRED FEDERAL AND STATE INCOME TAX
PAYMENTS ON EMPLOYEES' PENSION CONTRIBUTIONS

30.01 The total amount of PERS deduction in any pay period shall be deducted from the gross amount of pay for that period before Federal and State withholding taxes are calculated and deducted.

30.02 The amounts of PERS deductions withheld and remitted to the PERS under this provision shall become taxable to the employee for Federal and State income tax purposes when the employee withdraws these contributions from that Fund in the form of pension payments or a refund.

30.03 The City and Union shall take all acts necessary and appropriate to initiate implementation of the provisions of this Article, including, but not limited to, making application to the Internal Revenue Service for a private letter ruling concerning the Federal tax treatment of the provisions of this Plan and making application to the aforesaid Pension Fund.

30.04 Subject to any requirements imposed by the Internal Revenue Service and PERS, the provisions of this Article shall apply to all payroll payments made by the City to said employees after proper and full approval has been procured.

ARTICLE XXXI

GRIEVANCE PROCEDURE

31.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or

reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

31.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement or a dispute concerning the disciplining of an employee including discharge.
- b) Aggrieved Party - The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually or the Union filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

31.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement relevant to the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his Union representative, if any.
- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- f) The Grievance Procedure constitutes the sole and exclusive remedy available to employees regarding a dispute arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement or a dispute concerning the discipline of an employee including discharge.
- g) The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.

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

31.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1

An employee who believes he may have a grievance shall notify the supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Employer will schedule an informal meeting with the employee and his director, if requested, within five (5) days of the date of the notice by the employee. The supervisor and the employee will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall give his answer within five (5) days of the meeting.

Step 2

If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Service Director within five (5) days from the date of the rendering of the decision at Step 1. The Service Director shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Service Director shall issue a written decision to the employee's representative, with a copy to the employee if he requests one, within fifteen (15) days from the date of the meeting.

Step 3

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper

decision. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee, if the employee requests one within fifteen (15) days from the date of the meeting. If the Union is not satisfied with the decision at Step 3, regarding non-disciplinary actions and disciplinary actions set forth herein, it may proceed pursuant to the arbitration procedure, however only disciplinary actions greater than a one (1) day (8-hour) suspension or fine shall be arbitrable as set forth below.

ARTICLE XXXII

ARBITRATION

32.01 Arbitration. In the event a non-disciplinary grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after the receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the City in writing of its intent to arbitrate. If the parties cannot jointly agree upon an arbitrator, the Union may request a panel of seven impartial arbitrators from the FMCS. The requested panel shall be limited to the FMCS sub-region for Northern Ohio who are members of the National Academy of Arbitrators. If a panel is requested, the parties shall use the alternate striking method to select an Arbitrator. Prior to striking, either party shall have the right to reject the initial panel in its entirety and request that a second panel be obtained from FMCS. Upon selection of the arbitrator, the parties shall promptly notify the arbitrator and schedule a date for hearing. The fees and expenses of arbitration shall be borne by the party losing the grievance.

32.02 In the event a disciplinary grievance involving a suspension or fine of greater than one (1) day (8-hours) is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the disciplinary grievance to arbitration as set forth in Section 32.01, above. Disciplinary actions involving a suspension or fine of one (1) day or less may be appealed to the Mayor's level of the grievance procedure which shall be final and binding but shall not be arbitrable.

32.03 If a grievance is appealed to arbitration and the employee has filed a complaint with the Ohio Civil Rights Commission (OCRC) and/or the Equal Employment Opportunity Commission (EEOC) and said complaint includes the issue being appealed to arbitration, it is agreed that the Arbitrator shall not have jurisdiction over the grievance. In the event there is a dispute as to whether the issue appealed to arbitration is also an issue to the employee's complaint to the OCRC and/or EEOC, the Union and the Department of Law shall meet in an attempt to resolve the dispute. If the parties are unable to resolve the dispute it is agreed that the Arbitrator shall have the jurisdiction to determine whether the issue appealed to arbitration is also the issue in the employee's complaint to the OCRC or EEOC. If a question of arbitrability of the grievance appealed to Step 4 arises, it is agreed that the Arbitrator assigned to hear the original grievance shall also hear and decide the arbitrability issue.

32.04 All decisions of the Arbitrators and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive, and binding on the City, the Union and the employee(s). Any grievance that is settled between the parties shall not constitute a precedent or contract interpretation unless otherwise agreed by the parties in writing. However, a grievance may be withdrawn by the Union at any time and withdrawal of any grievant shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance, unless otherwise agreed to in writing.

ARTICLE XXXIII

SENIORITY

33.01 Seniority. Unless otherwise provided herein, where "seniority" is referenced in this agreement, it means accumulated, continuous full-time service as an employee with the City of Highland Heights in a position set forth in the Recognition Clause of this Agreement.

33.02 A seniority roster shall be established showing each employee's length of service in the department. The City shall update the roster and provide a copy to the Union in January of each year.

- 33.03** Length of continuous service is broken by:
- A. A voluntary termination (resignation);
 - B. Discharge for cause;
 - C. Failure to return to work after layoff within seven (7) days after notification to return by registered mail addressed to the employee's last address on City records, unless unable to return due to illness or disability or unless such time is extended by the City.
 - D. Failure to report for work for more than three (3) workdays without having given the City notice of this absence prior to or during the three (3) day period will result in a break in continuous service unless the City determines a justification exists for the failure to give such notice.

ARTICLE XXXIV
REDUCTION IN FORCE & RECALL

34.01 It is the intent that work force reductions shall be governed by this Agreement except that all layoff and/or job abolishments shall be for one of the reasons stated in O.R.C. §124.321. Under this Agreement there are two classification series being Serviceman and Serviceman/Mechanic which shall have displacement rights under this Agreement only within the classification series.

34.02 The Employer shall provide the affected bargaining unit employee(s) with a written notice of layoff or abolishment at least fourteen (14) days in advance of the layoff date. During this 14-day time frame, the Union may request a labor-management meeting to discuss potential cost savings measures.

34.03 In the event the Employer designates the job reduction in force as a "layoff," the last person hired in the classification series will be the first to be laid off. In the event the Employer designates the reduction as a "job abolishment" of a classification or reduces the number of positions within a classification, the employee "abolished" shall have displacement or bumping

rights only within his classification series and may displace an employee in the same or lower classification provided he has more seniority than the employee he is displacing or bumping.

34.04 When the City determines that a layoff is necessary for the reasons described in Section 34.01, first seasonal, then regular part-time employees over four (4) employed by the City in the Service Department, and then probationary, full-time employees in the Service Department shall be laid off in order of seniority by classification. The Employer, at its discretion, may retain non-bargaining unit part-time employees who have been designated as part-time up to four (4) regardless of any layoff of full-time employees. Any part-time employees over four (4) would be laid off prior to full-time employees. Further, the Employer will offer full-time employees the option to revert to part-time status in lieu of layoffs. A serviceman employee subject to layoff that possesses seniority shall displace the full-time employee with the lowest seniority in an equal or lower classification. Mechanics have bumping rights only against other mechanics, if any.

34.05 Employees who have been laid off, or have by virtue of exercising their displacement rights been displaced to a lower classification in their classification, shall be placed on appropriate layoff lists. Those employees with the most seniority in each category of order of layoff shall be placed at the top of the layoff list, which will list employees ranked in descending total retention order. Laid off employees will be placed on layoff lists for each classification in the classification series equal to or lower than the classification in which the employee was employed at the time of layoff.

34.06 A union member who is laid off retains reinstatement rights for two (2) years from the date of layoff. During this two year period, the City shall not promote a full-time employee into a position with that classification until all laid-off persons on a layoff list for that classification who are qualified to perform the duties of the position are reinstated or decline the position when it is offered. Further, during the recall period, the Employer will not hire more than four (4) regular part-time employees without offering laid-off full-time employees recall and reinstatement to their full-time employment positions. Once laid off employees are recalled or decline full-time employment upon being recalled, the Employer may retain more than four

(4) part-time employees.

ARTICLE XXXV
CONDITIONS OF EMPLOYMENT

35.01 All employees of the bargaining unit, except those employees classified as a Serviceman D, shall, as a condition of employment, be required to have and maintain their Commercial Drivers License (CDL) and Department of Transportation (DOT) medical cards. Employees who maintain their CDL and DOT medical cards shall receive an additional bonus of Seven Hundred Dollars (\$700.00) annually. This amount shall be divided and paid by separate checks at the time of first paycheck in June and December each year. In order to qualify for the bonus, the employee must be employed and in active pay status when the bonus is paid. In the event an employee fails to maintain the required CDL and DOT medical card, the employee is subject to the following 240-calendar day time line to obtain and reacquire both the required CDL and/or DOT medical card or be subject to discharge, or at the Employer's sole discretion, a reduction to a Serviceman D classification:

- If employee loses CDL and/or medical card, the employee shall have eighty (80) days, without any demotion, to reobtain and reacquire such CDL and/or medical card;
- If employee has not reacquired the CDL and/or medical card after 80-calendar days, the Employer may reduce the employee to Serviceman D. The bonus stated herein may be prorated at this time until the employee reacquires both the required CDL and/or medical card. The employee shall then have an additional one hundred sixty (160) calendar days to reacquire the required CDL and/or medical card;
- If after 240-calendar days the employee still has not reacquired the CDL and/or medical card, he shall be subject to discharge on the 241st day after he lost the CDL or medical card.

Any discharge or reduction in position herein shall not be grievable or appealable to the grievance/arbitration procedures. If a demoted employee reacquires his or her CDL and/or

medical card on or before the 240th day, the Employer shall reinstate the employee to the classification he held prior to his or her demotion.

35.02 The Employer shall reimburse all employees up to the going rate of Concentra for required DOT physicals. This reimbursement will be for employees who have their physicals performed at Concentra or at their personal physicians if they are certified to perform DOT physicals as approved by the Employer.

ARTICLE XXXVI

DURATION

36.01 This Agreement shall become effective upon execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until Midnight, December 31, 2018.

ARTICLE XXXVII

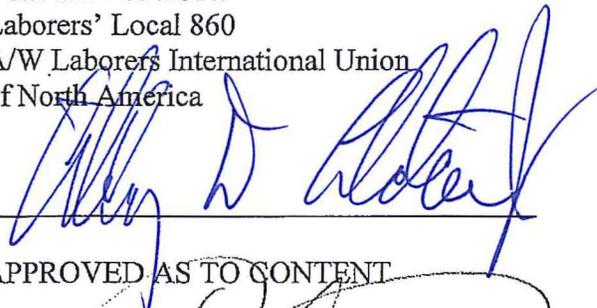
EXECUTION

37.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 8th day of March, 2016.

FOR THE UNION:

Laborers' Local 860

A/W Laborers International Union
of North America

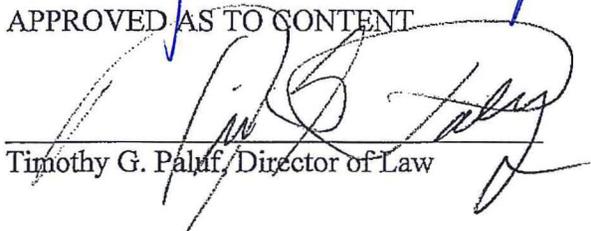


FOR THE EMPLOYER:

City of Highland Heights, Ohio



APPROVED AS TO CONTENT



Timothy G. Paluff, Director of Law

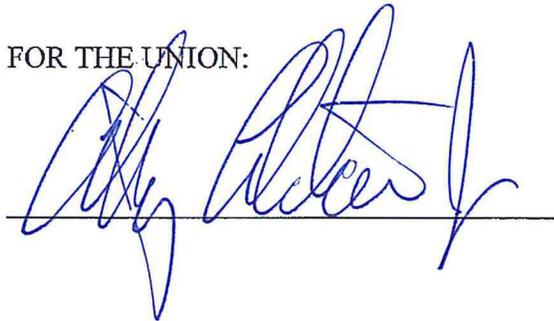
MEMORANDUM OF UNDERSTANDING - 1

This Memorandum of Understanding ("MOU") is entered into between the City of Highland Heights ("Employer") and Laborers' Local 860 ("Union") and sets forth the following:

The parties are signatories to a Collective Bargaining Agreement (CBA). Article 4 pertains to Management Rights. The Union acknowledged during negotiations that the City has historically utilized outside contractors to perform certain functions and jobs for the City of Highland Heights in addition to full-time Service Department employees. This MOU is entered into to acknowledge and agree that the Employer may continue to utilize outside contractors to perform customary and necessary City services as historically recognized by the parties. No grievances or disputes will be filed by the Union contesting the use of such contractors.

This MOU is entered into this 8th day of March, 2016.

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING - 2

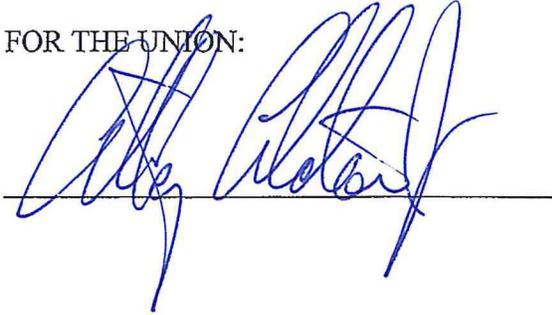
This Memorandum of Understanding ("MOU") is entered into between the City of Highland Heights ("Employer") and Laborers' Local 860 ("Union") and sets forth the following:

The parties are signatories to a Collective Bargaining Agreement (CBA). Article 34 pertains to Reductions In Force and Recall. Section 34.04 permits the Employer to retain regular part-time employees in the Service Department while layoff off or abolishing full-time employees. During negotiations, the parties agreed that any full-time employee who is laid off or has his job classification abolished or reduced in number could displace and replace a current regular part-time employee. Thus, the full-time employees could exercise replacement and reversion rights to regular part-time status under this MOU. In the event the full-time employee elects to revert to regular part-time status, he shall not be a bargaining unit employee and shall be subject to the terms and conditions of employment as all other part-time, non-bargaining unit employees. The full-time employee who reverts to part-time status, however, shall retain his recall rights as set forth in the CBA. Further, the Employer agrees that all full-time employees who revert to part-time status shall be offered recall rights and full-time employment opportunities for up to two (2) years in accordance with recall rights prior to any current regular part-time or non-bargaining unit employee being offered full-time employment.

The parties also agree to discuss classifications and/or classification restructuring during calendar year 2013. Any modifications of classifications mutually agreed to by the parties shall result in a modification of the CBA for the term of the contract period.

This MOU is entered into this 8th day of March, 2016.

FOR THE UNION:



FOR THE EMPLOYER: