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AGREEMENT

BETWEEN

CITY OF BEDFORD HEIGHTS

AND

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 436**

(DEPARTMENT OF PUBLIC SERVICE)

(DEPARTMENT OF WATER RECLAMATION)

Effective January 1, 2011 through December 31, 2013

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ARTICLE I

PURPOSE

Section 1. This Agreement is entered into between the City of Bedford Heights, Ohio ("City") and the International Brotherhood of Teamsters, Local 436 ("Union").

Section 2. This Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate, through their exclusive bargaining agent, in the establishment of wages, hours, terms and conditions of employment and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE II

RECOGNITION

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

Section 2. The bargaining unit description is as follows:

Included: Employees in the Department of Public Service:

Including employees in the following classifications, inclusive of all Grade Levels: Auto Mechanic, Body Mechanic/Auto Mechanic, Electrical Maintenance Man, General Laborers, General Maintenance Man (including City Hall), Heavy Equipment Operator, Recreation Grounds Maintenance Man, Service Lead Man, Traffic Signman/Backhoe Operator, Custodian (including City Hall).

Included: Employees in the Department of Water Reclamation:

Including employees in the following classifications, inclusive of all Grade Levels: Lead Shift Operator (Plant Operations Man), Plant Operator (Plant Operations Man), Plant Attendant (Plant Operations Man), Lab Pre-Treatment Coordinator, Lab Technician, Head Maintenance Man, Plant Electrical Maintenance Man, Plant Mechanical

Maintenance Man, Sewer Crew Equipment Operator (Sewer System Man), and Sewer Crew Attendant (Sewer System Man).

Included: Employees in the Department of Community Life

Including employees in the following classifications, inclusive of all Grade Levels: Pool Maintenance, Custodian.

Excluded: Part-time, seasonal and temporary employees. Administrative Supervisors/Managers and other statutory exemptions.

ARTICLE III

NON-DISCRIMINATION

Section 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 or disability.

Section 2. Wherever the contract so requires the use of the 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.

Section 3. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 4. The Union agrees not to interfere with the rights of the employees not to become members of the Union, and there shall be no discrimination, interference, restraint, or

coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

ARTICLE IV

UNION MEMBERSHIP, MEETINGS AND DUES

Section 1. The City agrees to deduct from each payroll dues, initiation fees, reinitiation fees and assessments in an amount certified to be current by the Secretary/Treasurer of the Union, from the pay of those employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within fourteen (14) days of the deduction by the City to the Secretary/Treasurer of the Union in the full amount deducted.

Section 2. It is a condition of employment that all employees 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 not to exceed the regular monthly and/or annual dues for membership in the Union, no later than thirty-one (31) days following the effective date of this Contract or no later than the thirty-first (31st) day following the beginning of such employment and remain in good standing, all in accordance with O.R.C. 4117.09.

Section 3. Any individual employee who objects to joining or financially supporting the Union, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the City and the Union of his objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to Union dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the City and the Union that this has been done.

Section 4. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in, the Union. Membership in the Union is not compulsory. Members of the bargaining unit have the right to join or not to join the Union as each may decide. Neither party shall coerce or discriminate against an employee because of his/her decision to join or not to join the Union.

Section 5. The Union hereby agrees to hold the City 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 City for any such liabilities or damages that may arise.

Section 6. The City shall not interfere with or prevent bargaining unit members and their representatives from meeting on City property for the purpose of conducting Union business. However, such meeting time and place shall be presented to the Director of Public Service or the Director of Water Reclamation in advance, for approval. The Director of Public Service or the Director of Water Reclamation shall not unreasonably withhold approval.

ARTICLE V

UNION RIGHTS

Section 1. It shall not be a violation of the Contract and it shall not be a cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another union, except that the City shall be required to pay the wages of such employees. Provided that in no case shall any employees refuse to do any work, regardless of the existence of a lawful primary labor dispute, if, in the City's judgment, such refusal would be detrimental to the public health or safety unless the City cannot reasonably provide for the personal safety of the employee.

Section 2. Any alleged violation of union rights is subject to immediate review through the Grievance Procedure by submission at Step 2 of that procedure.

ARTICLE VI

UNION VISITATION AND BULLETIN BOARD

Section 1. The Local Union Officer shall be admitted to all facilities and sites of the City during normal working hours, upon giving reasonable advance notice and obtaining approval of the Department Head or his designee. Such visitations shall be for the purpose of ascertaining whether or not this Contract and/or safety regulations are being observed by the parties, to participate in the adjustment of grievances or to attend other meetings as provided herein. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the Employer.

Section 2. The City shall provide the Union with a Bulletin Board at mutually selected locations, provided that:

- (a) No notice or other writing may contain anything political or critical of the City or any City official, or any other institution, or any employee or other person;
- (b) All notices or other materials posted on the bulletin board must be signed by the President or an official representative of the Union;
- (c) Upon request from the Department Head or his designee, the Union will immediately remove any notice or other writing that the City believes violates this Article, but the Union shall have the right to appeal such action through the Grievance Procedure.

Section 3. The City shall provide an enclosed bulletin board (i.e., corkboard, with wood or aluminum frame with shatterproof clear acrylic panels and with doors, which can be locked by the Union Steward or other Union Representative).

ARTICLE VII

UNION REPRESENTATION

Section 1. The City recognizes the right of the Union to select Local Officers and Union Stewards to represent employees as to any and all grievances arising under this Contract.

Section 2. The Stewards shall process grievances and attend meetings provided for in the Grievance Procedure set out in the Contract, without loss in regular straight-time pay. The Stewards shall process grievances with proper regard for the City's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling. All such activity will be with prior permission of the Steward's supervisor and shall be logged on forms provided by the City for that purpose. It is the mutual responsibility of the City and the Union to cooperate in good faith to provide a fair and timely grievance proceeding.

Section 3. It is the responsibility of the Union to have a Steward assigned to each work location. A Local Union Officer may act as a Steward and will notify the City of any change in such list.

Section 4. An employee has the right, upon request, to the presence and advice of a Union Steward or other Officer at any investigative hearing, which may lead to disciplinary action, or at any subsequent disciplinary hearing and at any job performance evaluation.

ARTICLE VIII

MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the City reserves and retains, solely, exclusively and without recourse to negotiations, all rights, powers and authority, including the right to determine and fulfill the mission of the City, and in

all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- (a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the City, standards of service, overall budget, utilization of technology and organizational structure;
- (b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance (the City shall supply these in printed form to the Union and each employee, and the Union shall be provided with two weeks' notice if any changes are made to said policies, rules, regulations and standards);
- (c) To determine the size, composition and adequacy of the work force;
- (d) To establish and determine job qualifications and duties and to establish the education and training requirements;
- (e) To establish or modify job classifications;
- (f) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend and discharge employees for just cause;
- (g) To subcontract work or privatize;
 - (1) The City shall have the right to privatize or subcontract services, provided that thirty (30) calendar days prior to any privatization or subcontracting the City shall meet and confer with the Union and the City will disclose the nature and costs of the proposed contract. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have ten (10) working days to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to or greater than those the City can achieve through privatization or subcontracting, the City will accept the Union's alternative. The Union shall have the right to grieve and arbitrate, pursuant to Articles XXII and XXIII, the issue of whether or not its offer meets the above criteria.
 - (2) In the event the union cannot successfully compete with the subcontractor, prior to any layoff, the City would submit the names of the affected employees to the subcontractor for his/her consideration. If the employee is not employed, he shall be subject to layoff.
- (h) To lay off employees;

- (i) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (j) To determine location of facilities and to introduce new and/or improved equipment and methods;
- (k) To determine the financial policies and procedures of the City, including the exclusive right to allocate and expend all funds of the City; and
- (l) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration.

ARTICLE IX

NO STRIKE/NO LOCKOUT

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walkout, concerted sick leave, work stoppage, sympathy strikes, picketing or interference of any kind and any operation of the City.

Section 2. Any employee who violates Section 1 of this Article shall, at the discretion of the City, be subject to discharge or other disciplinary action by the City.

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

Section 4. The City shall not lock out any employees for the duration of this Agreement.

Section 5. Upon or after expiration or termination of this Agreement or any extensions, employees shall have the right to strike consistent with Chapter 4117 of the Ohio Revised Code and provided that the Union has given a ten (10) day prior written notice of such intent to the City and to the State Employment Relations Board (SERB). However, SERB may, at its discretion, attempt mediation at any time.

ARTICLE X

WORK BY NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not perform bargaining unit work, which may cause the layoff, demotion, downgrading of an employee in the bargaining unit; the reduction of the present work force; the avoidance of overtime payment or curtailment below the normal scheduled forty (40) hour workweek; or to prevent the return to work of an available, competent bargaining unit employee for the duration of this Contract.

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 1. Definitions.

(a) **Work year, workweek, workday**

- (1) The work week is forty (40) hours, the work day is eight (8) hours and the work year is 2,080 hours.
- (2) The regular work week begins at 12:01 a.m. Monday and ends at 12:00 midnight on Sunday. Except for Wastewater, the work week will consist of five (5) consecutive days of work.

- (3) The work day begins at 12:01 a.m. and ends 12:00 midnight of the same day.

(b) **Shifts**

- (1) First shift commences between 7:00 a.m. and 8:00 a.m.
- (2) All other shifts shall follow the first shift as authorized by the City.
- (3) Snow Removal: The City reserves the right to establish a snow removal schedule as needed.
- (4) Wastewater: The Wastewater Division plant shall operate on a twenty-four (24) hour basis comprised of three (3) eight-hour shifts working either a five (5) or seven (7) day rotation.
- (5) Based upon operational needs, the City reserves the right to change the hours of work for employees within each department provided the Union receives two weeks' notice of said change.

Section 2. The City shall be the sole judge of the necessity for overtime and all assigned overtime must be worked. Regular overtime will be assigned within an employee's regular classification on a rotating basis. An employee who performs the work involved during the work day or shift will continue to do work if overtime is needed. Overtime outside of the classification will be assigned on a rotating basis based on seniority, skill and ability. This procedure does not apply to snow removal, which shall operate on an as-needed basis.

Section 3. **Overtime Compensation.** "Overtime compensation" means payment at the rate of one and one-half times the hourly rate for wages for personnel other than salaried personnel. The Department of Public Service and the Department of Water Reclamation shall be entitled to receive overtime compensation for any time worked in excess of eight (8) hours in any work day or in excess of forty (40) hours in a work week at the rate of one and one-half times the regular rate of pay, but not both. Hours compensated for at overtime rates shall not be counted

further for any purpose in determining overtime liability. Time off as a result of sick leave shall not be counted in determining overtime liability.

Section 4. Call-in Pay. "Call-in pay" means payment at the employee's regular hourly rate for the time any employee is called in to work by his supervisor or department head when such employee is not regularly scheduled for work.

All employees who are called in to work outside of their regular working hours shall receive three (3) hours' overtime pay in lieu of any other stipend, provided that the employee has not been absent during regular working hours on that specific day. When determining overtime compensation for call-in pay, overtime shall be paid on the basis of hours actually worked in excess of eight (8) hours in a work day or after working forty (40) hours in a work week and not on the basis of hours paid.

Section 5. Docking.

(a) There shall be a six (6) minute grace period at the beginning of each shift, provided that a non-probationary employee does not abuse this privilege. The Employer will dock employees who are tardy, on the basis of one-tenth (1/10) (or six (6) minutes) per hour if he is tardy seven (7) minutes or more. (Examples: if an employee is seven (7) minutes tardy, he shall be docked for twelve (12) minutes; if an employee is thirteen (13) minutes late, he shall be docked for eighteen (18) minutes.)

(b) If an employee is one (1) hour or more late, he shall be sent home without pay and may be disciplined. However, if a Supervisor determines there was an unusual circumstance, the employee may be permitted to work.

Section 6. Compensatory Time. Employees shall be eligible to accrue compensatory time up to one hundred forty (140) hours in lieu of overtime pay. However, such compensatory time may not be used by the employee if it causes overtime.

Section 7. Sixteen (16) Hour Rule. No employee shall be required to work more than sixteen (16) consecutive hours at work. After sixteen (16) hours of work, the employee should have between four (4) and eight (8) hours of rest after which time he/she shall be eligible to return to work.

ARTICLE XII

LUNCH AND REST PERIOD

Section 1. All employees in the Department of Public Service shall be entitled to a scheduled uninterrupted forty-five (45) minute lunch period each workday (30 minutes without pay and 15 minutes with pay).

Section 2. All employees in the Department of Water Reclamation shall be entitled to a flexible uninterrupted thirty (30) minute lunch period each work day with pay.

Section 3. There shall be two (2) paid fifteen (15) minute rest periods on each shift of each work day. The rest period, to the extent practicable, will be scheduled during the middle two (2) hours of each one-half ($\frac{1}{2}$) shift but they may not be scheduled immediately before or after the lunch period or at the start or the end of the shift and shall be taken on the job site.

Section 4. When an employee works beyond his regular quitting time, the employee shall receive a paid ten (10) minute rest period if the employee works two (2) hours, but less than four (4) hours, for each four (4) hour period.

ARTICLE XIII

SALARIES AND OTHER COMPENSATION

Section 1. Annual Base Pay. Employees covered by this Agreement, based on labor grade, shall receive the following annual compensation for the work years 2011, 2012 and 2013 which shall be known as "Base Pay":

DEPARTMENT OF PUBLIC SERVICE

Effective January 1, 2011 (1%)

<u>Grade</u>	<u>0 - 1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$23.07	\$24.43	\$25.87	\$27.33
2	\$20.26	\$21.66	\$23.07	\$24.40
3	\$17.25	\$19.15	\$21.04	\$22.97
4	\$15.13	\$16.29	\$17.45	\$18.62

Effective January 1, 2012 (1%)

<u>Grade</u>	<u>0-1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$23.30	\$24.67	\$26.13	\$27.60
2	\$20.46	\$21.93	\$23.30	\$24.64
3	\$17.42	\$19.34	\$21.25	\$23.20
4	\$15.28	\$16.45	\$17.62	\$18.81

Effective January 1, 2013 (1.25%)

<u>Grade</u>	<u>0-1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$23.59	\$24.98	\$26.46	\$27.95
2	\$20.72	\$22.20	\$23.59	\$24.95
3	\$17.64	\$19.58	\$21.52	\$23.49
4	\$15.47	\$16.66	\$17.84	\$19.05

Labor Grade 4	Custodians
Labor Grade 3	Laborer, Recreation Maintenance* Sewer System Workers
Labor Grade 2	Heavy Equipment Operator**

Labor Grade 1

Skilled Trades and Mechanics**
(See Attachment A - Auto Mechanics
Hierarchy)
Traffic Sign Employee

Further, David Giaco, who is in the Custodian classification, shall be "red circled" and called a "Tool Loan Worker."

Robert Petras will be considered a "red circled" Grade 1 employee.

** In order to qualify for Labor Grades 1 and 2, employees must demonstrate the ability to perform the work as required by the City and shall be required to obtain all of the needed skill certificates and must have the required years of experience.

Any employee below Labor Grade 1 shall be eligible for promotion pursuant to Article XX.

DEPARTMENT OF WATER RECLAMATION

Effective January 1, 2011 (1%)

<u>Grade</u>	<u>0-1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$23.07	\$24.43	\$25.87	\$27.33
2	\$20.26	\$21.66	\$23.07	\$24.40
3	\$17.25	\$19.15	\$21.04	\$22.97

Effective January 1, 2012 (1%)

<u>Grade</u>	<u>0-1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$23.30	\$24.67	\$26.13	\$27.60
2	\$20.46	\$21.93	\$23.30	\$24.64
3	\$17.42	\$19.34	\$21.25	\$23.20

Effective January 1, 2013 (1.25%)

<u>Grade</u>	<u>0-1 yr</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
1	\$23.59	\$24.98	\$26.46	\$27.95
2	\$20.72	\$22.20	\$23.59	\$24.95
3	\$17.64	\$19.58	\$21.52	\$23.49

Labor Grade 3

Wastewater Employee
Sewer System Workers

Labor Grade 2

Operator, Laboratory Technician
Heavy Equipment Operator

Labor Grade 1

Skilled Trades, Pre-Treatment Coordinator

Any Wastewater Plant Operator hired without a license shall be assigned to Labor Grade 3. Once a license has been obtained, the employee shall be automatically promoted to Labor Grade 2 at the equivalent annual progression.

An entry-level Plant Operator must obtain a Class I Wastewater Certification within two (2) years from the date of hire for continued employment.

Any employee below Labor Grade 1 shall be eligible for promotion pursuant to Article XX.

The Director of Public Service or the Director of Water Reclamation, with the consent of the Mayor, may hire and accelerate employees through the rate ranges.

Section 2. Classifications. The establishment of job classifications is solely for the purpose of providing a regular and orderly system of compensation and under no circumstances shall there be any restrictions on job contents and/or assignments. Further, employees must perform all temporarily assigned work.

Section 3. Wastewater Plant Licenses.

Class 1 License	\$1,080.00 a year (\$ 90.00 per month)
Class 2 License	\$1,260.00 a year (\$105.00 per month)
Class 3 License	\$1,440.00 a year (\$120.00 per month)

In order to be eligible for license pay, an employee must be actively employed in a job that requires such license. Bargaining unit employees shall receive appropriate license pay for which they are eligible. (See Attachment B, Wastewater Certification Hierarchy.)

Section 4. Differentials.

(a) **Department of Public Service**

Two Leadmen. Two (2) Leadmen will be appointed by Management and shall be compensated at \$.50 an hour. All Leadmen shall be paid at no less than a Grade 2 level.

Assistant Supervisor/Leadmen. Lead employees shall receive \$.75 an hour.

(b) **Department of Water Reclamation**

Lead Shift Operators. Lead Shift Operators will be appointed by Management and shall be compensated at \$.40 an hour.

Head Maintenance. Head Maintenance employees shall receive \$.70 an hour.

Shift Differential. There shall be a \$.30 shift differential for employees who work the second shift. There shall be a \$.40 shift differential for employees who work the third shift. Employees in the Recreation Division who work a shift that requires working on Saturday and/or Sunday as part of the regular work week shall be compensated an additional \$.35 an hour for all hours worked.

If an employee is temporarily transferred to another classification, the employee shall be paid 50% of the difference between his current rate of pay and the equivalent pay of the new classification, if higher. If the rate of pay of the new classification is lower, the employee will receive his regular rate of pay. Such rate will be applicable after the employee has been on the new job for more than five (5) working days.

Section 5. Adjustment for Longevity. Every employee's base pay shall be increased after completion of three (3) years of continuous employment and service by the following percentages:

<u>Years of Service</u>	<u>Percentage*</u>
First through third	0
Fourth and fifth	2
Sixth and seventh	2-1/2
Eighth and ninth	3
Tenth and eleventh	3-1/2
Twelfth and thirteenth	4
Fourteenth and fifteenth	4-1/2
Sixteenth and seventeenth	5
Eighteenth and nineteenth	5-1/2
Twenty and twenty-one	6
Twenty-two and twenty-three	6-1/2
Twenty-four and over	7

* Effective 1-1-11, maximum amount to be paid annually shall be no more than \$3,700.00.

This adjustment shall be based on an employee's original date of hire or appointment and shall be applied to an employee's first full pay period following their anniversary date of employment.

No pay other than base pay shall be adjusted for longevity.

Section 6. Pension. The City will make a contribution to the State Employees Pension Fund of 13.55% or as required by state law.

Section 7. Members of the bargaining unit are to be paid every two (2) weeks, on Friday, except in cases of emergency.

Section 8. The City shall pay the following allowances:

- (a) Renewal application for all employees required to have a Commercial Drivers License (CDL); and
- (b) Any necessary electrical license. The City shall also pay up to a maximum of four hundred dollars (\$400.00) for the costs to maintain a state certified electrical license.

ARTICLE XIV

WORKING CLOTHING AND MATERIALS

Section 1. An employee shall be required to wear prescribed uniforms, which shall be furnished by the City at the Employer's expense. The Employer shall issue eleven (11) uniforms to each affected bargaining unit employee. The City agrees to replace such items as found necessary at the City's expense unless the need for replacement is the result of negligence or wrongdoing by the employee in which case replacement will be at the employee's expense. Provided, however, that if a probationary employee leaves before the end of the probationary period, he/she will pay back to the City the pro rata share of such uniforms.

Section 2. Cleaning of issued clothing for all bargaining unit employees will be provided by the City. The frequency and manner of cleaning shall be determined by the City.

Section 3. In addition to receipt of the regular supply of uniforms in accordance with Paragraph 1, an employee shall receive the following items of work clothing and materials, if necessary, which shall be paid for by the City:

One pair of safety glasses

Wet weather and dry weather service gloves

Rain gear (jacket and pants)

Section 4. Employees shall be eligible for a three hundred dollar (\$300.00) clothing/equipment allowance for work-related clothing/equipment as approved by the Director of Public Service or the Director of Water Reclamation. Further, employees must provide the City with proof of purchase.

Section 5. Auto mechanics shall receive an annual two hundred dollar (\$200.00) tool allowance. All purchases are subject to approval of the Director of Public Service.

ARTICLE XV

VACATIONS - HOLIDAYS

Section 1. Employees shall be eligible for vacation leave with pay after one (1) year of service with the City. Vacation time shall be earned annually as follows:

After one (1) year continuous service	two weeks
After six (6) years' continuous service	three weeks
After twelve (12) years' continuous service	four weeks
After seventeen (17) years' continuous service	five weeks

Section 2. Vacation time must be used prior to December 31 of the year in which it is earned. After the first twelve (12) months of service, vacation leave shall accrue on a calendar (January 1 to December 31) basis. The Director of Public Service or the Director of Water Reclamation has the right to determine the number of employees allowed off for vacation at any one time. In case of emergency or unusual circumstances requiring an employee to work during their vacation period, the employee shall receive compensation for the time he would have had as vacation.

Section 3. For purposes of this Article, length of vacation shall be determined by the date of hire of each employee. The anniversary date of employment for full-time employees for the purpose of computing the amount of vacation any employee entitled to vacation credit from prior service as certified to the City of Bedford Heights by the State or other political subdivision of the State pursuant to Ohio Revised Code, General Provisions, Section 9.44, shall be computed in accordance with subsection (a) of the City of Bedford Heights Administrative Code, Section 157.12, regarding full-time employment, if the prior service was full-time. Effective November 19, 1996, no vacation credit shall be allowed for prior part-time service with the State or any other political subdivision of the state.

Section 4. Selection of Vacations.

During January and February, each employee, in order of seniority, shall specify on a list provided by the City the weeks (maximum of two (2) weeks) he or she desires to take off for vacation. Separate vacation lists shall be provided for each shift. After all employees have been provided the opportunity to select their initial two (2) week vacation period, those employees entitled to additional weeks of vacation shall choose, one (1) week at a time, from the available weeks remaining on the vacation list for his or her shift. Such procedure shall be followed until all employees have exhausted their vacation entitlement. All selections must be made prior to March 1 of each year. A copy of the selections will be sent to the Union. As indicated, vacations, insofar as practicable, will be granted according to employee requests. Employees may reserve two (2) weeks of their vacation for the purpose of taking vacation on the basis of one (1) day allotments, consistent with current Divisional rules and operational requirements.

Section 5. Holidays. Each employee shall be entitled to thirteen (13) paid holidays (104 hours) per calendar year as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day.
Independence Day	(2) Personal Days (includes Columbus Day)

The personal days shall be selected by employee and approved by the Director of Public Service or the Director of Water Reclamation.

(a) Department of Public Service employees in the Department of Community Life shall receive thirteen (13) holidays annually that shall be selected during the month of December for the following year. Provided, however, any employee who works a holiday shall receive four (4) additional hours of overtime pay for working a full day on the holiday.

(b) Personnel in the Department of Public Service the Department of Water Reclamation shall be compensated at the rate of two and one-half times their regular rate of pay whenever any of the above holidays fall on any employee's regular working day. When a holiday occurs during an employee's scheduled vacation, they shall be compensated for the unworked holiday in addition to their vacation pay at their regular rate of pay.

(c) Whenever an authorized holiday pursuant to Section 5 hereof falls on a Saturday, the holiday will be celebrated and employees will take their day off the preceding Friday, and whenever a holiday falls on a Sunday, the holiday shall be celebrated and employees shall take off as their holiday the following Monday.

(d) In order to be eligible for the holiday, the employee must work the last scheduled day before the holiday and the next scheduled day after the holiday unless excused because of an illness, injury, funeral leave or jury duty (provided, that an employee who has a pattern of use of an illness excuse shall be subject to discipline).

ARTICLE XVI

HOSPITALIZATION AND LIFE INSURANCE

Section 1. (a) The City will make available group insurance benefits including health and vision in accordance with attached Exhibit "A" or overall equivalent benefits provided by another carrier.

All employees shall contribute eight percent (8%) of the premium for family health insurance and eight percent (8%) of the premium for single health insurance. Effective January 1, 2011, the employee contributions shall not exceed ninety dollars (\$90.00) per month.

The City shall create a Section 125 plan, which will permit the employees to make contributions on a pre-tax basis.

(b) Newly hired employees will be provided group insurance benefits upon completion of their insurance enrollment period or a period of three (3) months of continuous active service, whichever comes first.

(c) The City will provide dental insurance in accordance with attached Exhibit "B".

(d) The City shall provide prescription benefits in accordance with attached Exhibit "C".

Section 2. **Life Insurance.** The City shall provide a term life insurance policy, with a face value of \$20,000 to each employee. An employee, at his/her own cost, may request an additional \$15,000.00 of life insurance coverage, provided the employee authorizes a payroll deduction to cover the premium of the additional life insurance coverage.

Section 3. Any employee who waives coverage of both health and dental insurance shall receive one hundred dollars (\$100.00) for each waived month.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1. **Line of Duty Injury Leave.** An employee who is disabled as a result of the performance of duties as a full-time employee of the City (including training), if such disability prevents them from performing duties as such municipal employee, shall be paid their monthly salary during the continuance of such disability, but for a period not to exceed 180 calendar days from the date that such disability was incurred less, however, any sums paid as benefits to such disabled municipal employee by any pension fund established by the City and the Workmen's Compensation Fund of the State subject, however, to the following conditions and provisions:

(a) A certificate of the attending physician or surgeon certifying to the disability and the cause thereof shall be filed with the Safety Director within ten days of the date of injury. The

Safety Director shall have the right to designate a physician and/or surgeon at any time to examine the applicant at any time during such disability and shall have access to and copies of all medical, hospital and x-ray reports connected therewith furnished upon request.

(b) In the event a disagreement as to the nature of such disability arises between the attending physician and the examining physician for the City, such two physicians shall, upon written request of either party, name a third physician and/or surgeon who shall, within ten (10) days thereafter, make an examination and report his/her findings and opinion to the Safety Director and the claimant, and whose report shall be final. Each party shall pay one-half (1/2) of such examination expense.

(c) Should the attending physician and the examining physician of the City be unable to agree upon a third physician, then The President of the Academy of Medicine of the City of Cleveland shall be requested to name such third physician, whose opinion shall be acted upon and whose services shall be paid for as set forth in the foregoing subsection.

(d) As a condition precedent to receiving the benefits provided for in this section, the employee shall assign to the City that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the City pursuant to this section.

(e) Line of duty injury leave shall not reduce an employee's accumulated sick time.

Section 2. Union Leave.

(a) At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or to perform any other function on behalf of the Union necessitating a suspension of active employment, as follows:

- (1) Any request for leave must be made at least ten (10) days prior to the date of such leave. However, any request for a leave of thirty (30) days or more must be made at least thirty (30) days prior to the date of such leave.
- (2) Any Union leave shall not extend beyond one (1) year.
- (3) The approval and authorization of any Union leave shall be contingent upon operational needs as determined by management.

(b) An employee elected to a full-time Union office shall be granted a leave of absence for the full term of such office.

(c) Employees accepting a full-time Union position shall maintain and accrue seniority during such appointment toward longevity and vacation compensation only. An employee on Union leave without pay for more than thirty (30) days shall not accrue service credit toward sick leave.

(d) At the request of the Union, a leave of absence with pay shall be granted to the Union Steward(s) required to attend an official Union conference or convention, for a period not to exceed ten (10) working days, provided any request for Union conference leave must be made at least ten (10) working days prior to the date of such leave, in writing.

(e) Members of the Union Contract Negotiation Committee, which shall not exceed two (2) employees, elected or appointed by the Union shall have authorized leave from duty for all meetings which are arranged by the Employer and the Union without loss of pay.

Section 3. Funeral Leave.

(a) When death occurs in the immediate family of an employee (legal spouse, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, son, daughter, brother, sister, grandparents, and grandparents-in-law), an employee, upon request, will be excused for up to

three (3) consecutive scheduled days which include the day of the funeral (or for such fewer days as the employee may be absent), provided the employee attends the funeral service. Such payment will be at the employee's normal rate.

(b) If additional time is needed, the employee, upon request and approval, may apply sick days unless circumstances preclude such application, at which time the employee and Director of Public Service or the Director of Water Reclamation may agree to another method.

Section 4. Military Leave. Employees shall be granted leaves of absence for military duty in accordance with federal and state law.

Section 5. Jury Duty. An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time so served. Provided that the jury duty fees paid to the employee by the court shall be returned to the City.

Section 6. Unpaid Personal Leave. Leaves of absence for good reasons without pay may be granted at the sole discretion of the Director of Public Service or the Director of Water Reclamation and the Mayor.

Section 7. Family and Medical Leave. The City shall comply with its Family and Medical Leave Policy pursuant to Resolution 93-133.

ARTICLE XVIII

SICK LEAVE

Section 1. Each full-time member of the bargaining unit shall be entitled to sick leave of 4.6 hours for each completed eighty (80) hours worked. Employees may use sick leave, upon approval of the Director of Public Service or the Director of Water Reclamation or their designees, for absence due to illness (including pregnancy and recovery), injury or exposure to a

contagious disease which could be communicated to other employees. Unused sick leave shall be cumulative without any limit.

Section 2. When sick leave is used, it shall be deducted from employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The Director of Public Service or the Director of Water Reclamation or other responsible administrative officer shall require the employee to furnish a qualified affidavit that his absence was caused by illness due to any of the causes mentioned in this section, if such absence was in excess of three (3) days or for a lesser period of time, if the Director of Public Service or Director of Water Reclamation or his designee feels that such affidavit is necessary to prevent abuse of the provisions of this Article. The City reserves the right to require each employee applying for sick leave to be examined by a doctor named by the City to ascertain the nature and extent of illness claimed. Employees abusing the provisions of this Article are subject to discipline, up to and including discharge.

Section 3. **Payment of sick leave upon retirement.** At retirement, layoff, death, dismissal or resignation, an employee with ten (10) years of service or more shall be permitted a maximum payout of accumulated sick leave (noted above in Section 1) of 1:2. For example, if an employee has accumulated 1,000 hours of sick leave, he/she will be eligible to receive a payout equivalent to 500 hours. There shall be unlimited accumulation of sick leave.

Section 4. For purposes of compensation under this provision, hourly rate of pay shall be defined as an employee's actual base rate excluding all other wage-related benefits.

ARTICLE XIX

SENIORITY

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

Section 2. Seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for cause;
- (c) Is laid off more than two (2) years;
- (d) Is absent without notice for five (5) consecutive duty days;
- (e) Fails to report for work when recalled from layoff within five (5) work days from the date on which the City sends or delivers the employee notice by certified mail (return receipt requested) (to such employee's last known address as shown on the City's records).

Section 3. Probationary Period.

(a) All new employees shall be considered to be on probation for a period of one hundred eighty (180) work days from the date of employment. Such employee may be discharged at the sole discretion of the City at any time. Such employee shall not be subject to the grievance procedure or eligible for promotions or transfers unless mandated by the City.

(b) If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the above probationary provisions.

Section 4. For the term of this agreement, in the case of a personnel reduction, the employee with the least seniority, regardless of classification or position, shall be laid off first. Employees shall be recalled in order of their seniority, regardless of their classification or position. No new employee shall be hired until laid-off employees have been given ample opportunity to return to work.

Section 5. An employee shall not be credited with any seniority from any other public body.

ARTICLE XX

PROMOTIONS - JOB BIDDING

Section 1. When a vacancy occurs, or a new job is created, the City shall post a notice of the opening for ten (10) consecutive work days on a bulletin board accessible to bargaining unit members within the Department of Public Service and the Department of Water Reclamation and shall send a copy of same to the Union. The notice shall contain the job classification, title, rate of pay and brief job description. Employees who wish to be considered for the posted job must file a written application with the Director of Public Service and the Director of Water Reclamation no later than the end of the posting period. Employees within the Department in which the vacancy or opening occurs will be given preference.

Section 2. All timely filed applications shall be reviewed by the City, and the job shall be awarded within forty-five (45) working days after the end of the posting period. The job shall be awarded on the basis of seniority, experience, skill and ability to perform the work in question. If the skill, ability and experience of two (2) or more employees are substantially equal, seniority shall govern. The City shall be the judge of ability, skill and experience. In the event the City cannot fill the vacancy with a current employee, individuals not employed by the

City will be considered. The hiring of individuals not employed by the City shall be at the sole discretion of the Mayor. The City will post a notification that shall state who, if anyone, is the successful bidder, and a copy of this notice shall be sent to the Union.

Section 3. An employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed a reasonable period of time to qualify for the position, but not more than ninety (90) calendar days. He will be considered to have qualified on the new job in the judgment of the City when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to quality and quantity of work meets the standard applicable to the job. If he fails to qualify, he shall be returned to his former job.

Section 4. An employee awarded a job under these provisions shall receive the minimum starting rate of the new classification or a one-step increase over his present rate, whichever is higher.

Section 5. No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period.

Section 6. The Employer shall post all supervisory positions on a bulletin board accessible to bargaining unit members for a period of ten (10) working days within the Department of Public Service and the Department of Water Reclamation. The Employer shall give qualified bargaining unit employees consideration for any supervisory vacancy within the Department.

ARTICLE XXI

DISCIPLINE

Section 1. A non-probationary employee who is suspended, demoted or discharged shall be given written notice no later than five (5) working days after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the Union.

Section 2. Disciplinary action taken by the Employer shall only be for just cause.

Section 3. Any disciplinary action against a non-probationary employee shall be processed in accordance with the dispute resolution procedure in Article XXII of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

Section 4. The employee and the Union shall receive a copy of any warnings, reprimands or other disciplinary action entered on the employee's personnel records within five (5) working days of the action taken.

Section 5. All verbal discipline which is more than eighteen (18) months old shall not be counted toward additional discipline. All written reprimands which are more than two (2) years old shall not be counted toward additional discipline. All suspensions which are more than three (3) years old shall not be counted toward additional discipline.

Section 6. The signing of any materials placed in the employee's personnel record does not indicate agreement but does acknowledge that he has received or viewed the material.

Section 7. Any suspension shall be for a specific number of consecutive days on which the employee would otherwise be regularly scheduled to work. Holidays occurring during the period of suspension shall be counted as work days for the purpose of suspension only.

ARTICLE XXII
GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Accordingly, every employee shall have the right to present his grievance in accordance with the procedures herein, free from any interference, coercion, restraint, discrimination or reprisal.

Section 2. A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of the specific and express written provisions of this Agreement and disputes arising out of any disagreement pertaining to wages, discrimination, working conditions or discipline.

Section 3. **Definitions:**

- (a) **Aggrieved Party.** The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing the grievance.
- (b) **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.
- (c) **Day.** A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and holidays as provided for in this Agreement.

Section 4. If a grievance affects a group of employees associated with an Employer-wide controversy or is of an emergency nature, it may be submitted at Step 2.

Section 5. An employee who is suspended, reduced in pay or grade, or terminated for cause may appeal such decision under the grievance procedure.

Section 6. The preparation and processing of grievances shall be conducted during the non-working hours, except as provided herein.

Section 7. 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 such grievance informally adjusted without submitting a formal grievance pursuant to the terms of this Agreement. In the event a grievance is adjusted without the filing of a formal grievance, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. In addition, said adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

Section 8. Time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the City fails to reply within a specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

Section 9. 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.

Section 10. Procedure.

Step 1: An employee may present his grievance orally or in writing to the Director of Public Service or the Director of Water Reclamation, through the Union representative or personally. The grievance must be submitted within five (5) working days of the occurrence of the event that leads to the grievance. The Director of Public

Service or the Director of Water Reclamation shall attempt to adjust the matter in a meeting between the Union representative, the aggrieved and himself. If the grievance is presented orally and the disposition of the Director of Public Service or the Director of Water Reclamation is not satisfactory, the matter shall be reduced to writing on the forms provided by the Union. When the grievance is reduced to writing, there should be set forth in the same space provided all of the following:

- (1) A statement of the grievance clearly indicating the question raised by the grievant;
- (2) Remedy or correction which is desired;
- (3) A section or sections of the Agreement, if any, relied upon or claimed to have been violated; and
- (4) The date the grievance occurred.

The Director of Public Service or the Director of Water Reclamation shall give his answer in writing within five (5) days. In the event the grievance is not satisfactorily settled in Step 1, the aggrieved party may appeal in writing to Step 2 within five (5) days of receipt of the disposition of the Director of Public Service or the Director of Water Reclamation.

Step 2: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal may be filed with the Mayor within five (5) days from the date of the Director of Public Service or the Director of Water Reclamation rendering his decision. A copy of the decision of the Director of Public Service or the Director of Water Reclamation shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of receipt of the written appeal. The hearing will be held with the aggrieved party and his Union representative. Either

party may, if they so desire, produce witnesses if necessary to provide information to the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the Union's representative with a copy to the employee within twenty (20) days from the date of the hearing.

ARTICLE XXIII

ARBITRATION

Section 1. In a good-faith effort to preserve and enhance a more cooperative relationship, the parties agree to jointly request grievance mediation services from the State Employment Relations Board where appropriate, prior to a grievance being advanced to arbitration. It is agreed that mediation may not be appropriate for all disputes. Grievance mediation is a voluntary process that both parties mutually agree to try to resolve a dispute through collaborative problem-solving, utilizing the services of a mediator (i.e., a third neutral party) who shall assist the parties in an attempt to negotiate a settlement agreement, provided a compromise resolution can be reached.

Section 2. In the event a grievance 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 default of the City, then within thirty (30) days after the rendering of the decision at Step 2, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party may request that the American Arbitration Association ("AAA") submit a panel of seven (7) arbitrators from its National Academy panel, and the arbitrator shall be selected in accordance with AAA's then-applicable rules.

Section 3. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make an award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any terms and conditions of this Agreement.

Section 4. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

Section 5. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of American Arbitration Association.

Section 6. The fees and expenses of the arbitrator will be shared by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 7. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 8. The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit in the exercise of his rights in this procedure.

ARTICLE XXIV

SAFETY AND LABOR/MANAGEMENT COMMITTEE

Section 1. To provide for means of better communication and understanding between the City of Bedford Heights and the Municipal Foremen and Laborers Union, Local No. 1099, a Safety and Labor/Management Committee is established. The Committee shall consist of no more than two (2) representatives each from the City and the bargaining unit.

Section 2. The purpose of this Committee is to discuss matters of concern between the parties such as, but limited to:

- (a) Health and safety;
- (b) Work practices;
- (c) Potential areas of dispute.

Section 3. The Committee shall meet not more than once per calendar quarter (if needed) to confer on matters of mutual concern. At least one (1) week prior to any quarterly meeting, either party shall submit in writing an agenda to be discussed. Failure to submit an agenda shall result in no meeting. Individual grievances shall not constitute appropriate subject matter for this committee.

Section 4. The Safety and Labor/Management Committee shall be established no later than sixty (60) days after the full execution of the current agreement.

ARTICLE XXV

EDUCATION ASSISTANCE

Section 1. All regular full-time employees are eligible for Education Assistance. Any employees who are paid for education assistance and leave employment with the City within two (2) years of being hired shall reimburse the City for the amount paid for education assistance.

Section 2. The course of study is to be approved by the Director of Public Service or the Director of Water Reclamation or their designees and the Mayor prior to the employee's enrollment in the course in order to receive financial assistance. The courses of study shall be limited to those areas that have a relationship to an employee's work or tend to prepare an employee to improve himself/herself to another position. It is not the intent of the program to

provide courses of study unrelated to overall municipal or government work or to provide a general education or academic degree in another field of study.

Section 3. Prior to enrollment in any school or course of study, employees must complete a "Request for Enrollment in Employee Educational Program" form, and must be approved by the Director of Public Service or the Director of Water Reclamation or their designees and the Mayor. After the necessary approval has been issued, the employee may proceed to register for the course of study.

Section 4. The following limitations are required:

- (a) Limitation of five hundred dollars (\$500.00) per employee for a calendar year;
- (b) Expenditure is to be used solely for tuition, books and mandatory fees;
- (c) School must be a recognized educational institution;
- (d) Employee must complete and pass course of study satisfactorily in order to be reimbursed; and
- (e) As requested by the Union, the City shall reimburse employees for reasonable overnight expenses incurred as a necessary part of educational assistance, but in no event shall overtime payment be made for hours spent in class or in excess of any eight (8) hour day.

ARTICLE XXVI

COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT, LAYOFF OR DEATH

Section 1. An employee who separates his/her employment with the City (resignation, dismissal, retirement, layoff or death) and who is eligible to receive vacation, or any other pay normally received in the course of employment shall receive such pay upon termination or in the event of death, payment shall be to the employee's estate.

Section 2. Sick time will be disbursed in accordance with Article XVIII.

ARTICLE XXVII

MISCELLANEOUS

Section 1. Infectious Disease. The City will provide required medical attention, including inoculations for employees or family members who either contract infectious disease or may be exposed to infectious disease, which arises directly out of the work environment.

Section 2. Immunizations. The Employer shall provide Hepatitis B immunizations, upon request, under OSHA standards covering life-threatening blood borne pathogens requiring the Employer to offer a three-injection vaccination series free to all employees who are exposed to blood or other potentially infectious fluid or tissue as part of their job duties to be given during working hours.

Section 3. Printing and Supplying. This Agreement and any future Agreement shall be supplied to each employee by the City and the Union within thirty (30) days after execution of the Agreement at no cost to the employee.

Section 4. Damage to Property and Vehicles. Employees entrusted with City vehicles or property who, through their own negligence, damage such vehicles or property shall be subject to disciplinary action that may be grieved through the grievance/arbitration procedure.

Section 5. Substance Abuse Policy. All employees shall comply with the City's substance abuse policy as defined in 157.37 of the City Ordinances, and as may be amended from time to time. The City shall notify the Union of any proposed change prior to imposition of the change.

Section 6. Bargaining unit employees who have been promoted to a non-bargaining unit supervisory position shall maintain rights of reversion back into the bargaining unit for ninety (90) days during which time they shall not lose any bargaining unit seniority.

Section 7. **Mileage.** All regular full-time employees authorized to use a personal car in the performance of job duties for the City shall be reimbursed for such use at the rate of 32½¢ per mile or such other rate as is currently determined by the Internal Revenue Service for the mileage deduction for personal income taxation purposes.

ARTICLE XXVIII

OBLIGATION TO NEGOTIATE

Section 1. The City 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.

Section 2. For the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE XXIX

LEGALITY

It is the intent of the City and the Union that this Agreement complies in every respect with the applicable legal statutes and City Charter provisions and requirements. If it is determined that any provision of this Agreement is in conflict with such statutes or Charter provisions, such provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

ARTICLE XXX

DURATION

This Agreement shall be in full force and effect from January 1, 2011 through December 31, 2013. Upon written notice by either party to the other, given on or before October 1, 2013, negotiations for a new agreement commencing January 1, 2014 shall begin. If no notice is given then by either party, this Agreement, as in effect on December 31, 2013, will continue in effect for succeeding calendar years, except that either party may, on or before October 1 of each succeeding year, give written notice to negotiate a new Agreement to commence the following year. The provisions of this Agreement, except where otherwise indicated, shall be effective upon acceptance by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18th day of October, 2011.

CITY OF BEDFORD HEIGHTS

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 436

By: Fletcher Berger
Mayor Fletcher D. Berger

By: Saymon Teboni PRES.

By: Kenneth A. Schuman
Kenneth A. Schuman, Labor Counsel

By: John M. Fontana SEC. TREAS.

By: Ross S. Cirincione
Ross S. Cirincione, Law Director

By: Christopher Puma V. PRES.

ATTACHMENT A

SKILLED TRADES AND MECHANICS

AUTO MECHANICS HIERARCHY

Auto Mechanic Grade II

A candidate will be eligible for a Grade II mechanics position with a minimum of two (2) ASE Certifications in the Medium/Heavy Truck Series.

Auto Mechanic Grade I

To advance to an auto mechanic Grade I position, you must attain or hold an ASE-Certified Master Medium/Heavy Truck Technician Certificate.

ATTACHMENT B

WASTEWATER CERTIFICATION HIERARCHY

<u>Certification</u>	<u>Grade</u>	<u>Stipend Month</u>
Class IV Wastewater Operator	Admin.	\$120.00
Class III Wastewater Operator	II	\$120.00
Class II Wastewater Operator	II	\$105.00
Class II Collection System	II	\$ 90.00
Class I Wastewater Operator	II	\$ 90.00
Class I Collection System	III	None

Any Wastewater Division employee that holds a Class I Wastewater Operator Certification or higher shall be entitled to the appropriate grade classification and stipend.



City of Bedford Hts.
SuperMed Plus
Effective 3-1-2011



Benefits	January 1 st through December 31 st	
	Network	Non-Network
Benefit Period	26	28
Dependent Age	Removal upon End of Month	
Over Aged Child	0 Pints	
Blood Pint Deductible	Initial Group Waiver, All Others: 6-9	
Pre-Existing Condition Waiting Period (Does not apply to dependents under age 19)	Unlimited	
Lifetime Maximum	None	\$1,000 / \$2,000
Benefit Period Deductible – Single/Family ¹	100%	70%
Coinsurance	\$1,500 / \$3,000	\$4,000 / \$8,000
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family		
Physician/Office Services		70% after deductible
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$35 copay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	\$15 copay, then 100%	70% after deductible
Surgical Services in Physician's Office	\$15 copay, then 100%	70% after deductible
All Immunizations	100%	70% after deductible
Allergy Testing and Treatment	100%	70% after deductible
Therapeutic Injection and Administration	100%	70% after deductible
Preventative Services		70% after deductible
Routine Physical Exams ²	\$15 copay, then 100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 9) ²	\$15 copay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age 9)	100%	70% after deductible
Routine Vision Exams (including Refraction)	\$15 copay, then 100%	70% after deductible
Routine Hearing Exams	\$15 copay, then 100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Laboratory, X-Rays and Medical Tests (Age 9 and older)	100%	70% after deductible
Routine Endoscopic Services (Age 9 and older)	100%	70% after deductible
Outpatient Services		70% after deductible
Surgical Services (other than a physician's office)	100%	70% after deductible
Diagnostic Services (Laboratory, X-rays and Medical Test)	100%	70% after deductible
Physical/Occupational Therapy – Facility and Professional (20 visits each per benefit period)	\$15 copay, then 100%	70% after deductible
Chiropractic Therapy – Professional Only (24 visits per benefit period)	\$15 copay, then 100%	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	\$15 copay, then 100%	70% after deductible
Cardiac Rehabilitation-Facility(36 visits per benefit period)	\$15 copay, then 100%	70% after deductible
Pulmonary Rehabilitation-Facility(20 visits per benefit period)	\$15 copay, then 100%	70% after deductible
Emergency use of an Emergency Room ^{4,5}	\$75 copay, then 100%	\$75 copay, then 70%
Non-Emergency use of an Emergency Room ^{4,5,6}	\$75 copay, then 100%	\$75 copay, then 70%
Inpatient Facility	\$250 copay, then 100%	70% after deductible
Semi-Private Room and Board	100%	70% after deductible
Diagnostic Services (Laboratory, X-Rays and Medical Test)	100%	70% after deductible
Professional Services	\$250 copay, then 100%	70% after deductible
Maternity		

Benefits	Network	Non-Network
Inpatient Facility	100%	70% after deductible
Skilled Nursing Facility (180 days per benefit period)	100%	70% after deductible
Inpatient Rehabilitation (180 days per benefit period)	100%	70% after deductible
Additional Services		100%
Ambulance		100%
Dental Services -- Oral Accident	100%	70% after deductible
Durable Medical Equipment including Prosthetics Appliances and Orthotic Devices	100%	70% after deductible
Home Healthcare (60 visit limit per benefit period)	100%	70% after deductible
Hospice (360 day Lifetime Maximum)	100%	70% after deductible
Organ Transplants	Not Covered	Not Covered
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Private Duty Nursing		
Mental Health and Substance Abuse -- Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

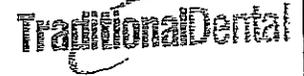
⁴The copay amount accumulates to the out-of-pocket maximum and stops being taken when the maximum out-of-pocket has been met.

⁵Copay waived if admitted.

⁶The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**City of Bedford Heights
Traditional Dental
With Orthodontia (with Dentemax)
3-1-2011**



Benefits	January 1 st through December 31 st
Benefit Period	Same as Medical
Dependent Age Limit	\$1,500
Benefit Period Maximum (per member)	\$50 / \$150
Benefit Period Deductible (single / family) ¹	\$1,000
Orthodontic Lifetime Maximum (per eligible dependent up to age 19)	
Preventive Services	100%
Oral Exams – two per benefit period	100%
Bite Wing X-Rays – one set per benefit period	100%
Diagnostic X-Rays – including Full Mouth/Panorex, which are limited to one every 36 consecutive months	100%
Prophylaxis (cleaning) – two per benefit period	100%
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100%
Sealants – one every rolling 36 months per tooth up to age 14	100%
Space Maintainers- limited to eligible dependents up to age 19	100%
Essential Services	80% after deductible
Consultations and Other Exams by Specialist	80% after deductible
Emergency Palliative Treatment – includes emergency oral exam	80% after deductible
Minor Restorative Services	80% after deductible
Endodontics/Pulp Services	80% after deductible
Periodontal Services	80% after deductible
Repairs, Relines & Adjustments of Prosthetics	80% after deductible
Simple Extractions	80% after deductible
Impactions	80% after deductible
Minor Oral Surgery Services	80% after deductible
General Anesthesia	
Complex Services	50% after deductible
Gold Foil Restoration	50% after deductible
Inlays, Onlays – one every five years	50% after deductible
Crowns -- one every five years	50% after deductible
Bridgework (Pontics & Abutments) – one every five years	
Partial and Complete Dentures – one every five years	50% after deductible

Benefits	
Orthodontic Services	
Orthodontic Diagnostic Services	50%
Minor Treatment for Tooth Guidance	50%
Minor Treatment for Harmful Habits	50%
Interceptive Orthodontic Treatment	50%
Comprehensive Orthodontic Treatment	50%

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.



**City of Bedford Hts.
Prescription Drug Program¹
Effective 3-1-2011**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as medical	
Formulary Retail Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$30	30
Diabetic Supplies ²	\$0	30
Formulary Mail Order Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$25	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$75	90
Diabetic Supplies ²	\$0	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹Includes Rx Selections® Drug List. A list of drugs on the Rx Selections® formulary will be used.
²Includes over-the-counter items, as well as insulin, syringes and needles, glucose monitors, meters or glucoWatch