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**AGREEMENT
BETWEEN THE**

**CITY OF CLEVELAND HEIGHTS
and
LABORERS' LOCAL 860/LIUNA**

**EFFECTIVE APRIL 1, 2022
THROUGH
MARCH 31, 2025**

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PREAMBLE

This Agreement is entered into by and between the City of Cleveland Heights, hereinafter referred to as the "City" or "Employer," and Laborers' Local 860 / Laborers' International Union of North America, hereinafter referred to as the "Union."

The term "employee" or "employees" where used herein refers to all full-time employees within the bargaining unit. "City," "Employer," and "Management" mean the City of Cleveland Heights, Ohio.

ARTICLE 1 RECOGNITION

Section 1. The Union is recognized as the exclusive representative for full-time employees within the Department of Public Works in the following classifications:

Building Attendant	Mechanic
Climber	Senior Mechanic
Dispatcher	Refuse Truck Operator
Driver	Tractor Trailer Operator
Equipment Operator	Tractor Trailer Operator - 18 Wheels
Foreman	Tradesman
Foreman (Community Center/ Department of Parks and Recreation)	Traffic Sign Maker
Forestry Technician	Zamboni Driver (Community Center/ Department of Parks and Recreation)
Laborer	

Section 2. Excluded. All excluded by the Act and all others not identified as being included in Section 1 above shall be excluded from the bargaining unit.

ARTICLE 2 PURPOSE

The purpose of the Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through union representation, in the establishment of terms and conditions of their employment.

ARTICLE 3 EMPLOYEE RIGHTS

Employees within the bargaining unit have the right to form, join or assist a union; engage in lawful concerted activity for the purpose of collective bargaining; present grievances; be represented by a union; and to refrain from doing so.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The management and the direction of the working force are vested exclusively in the City. The City of Cleveland Heights shall maintain the exclusive right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the Public Employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Public Employer as a government unit;

and

10. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance.

Section 2. The management of the City in all its phases and details shall remain vested in the City.

ARTICLE 5
NON-DISCRIMINATION/GENDER AND PLURAL

Section 1. All references to employees within this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 2. The Employer and the Union recognize their rights and responsibilities under federal and state civil rights laws and affirmative action requirements. The parties agree that insofar as

practicable, the provisions of this agreement will be applied without regard to race, color, religion, national origin, national ancestry, sex, age, military status, veteran status, genetic information, or disability, except where a bona fide occupational qualification exists.

Section 3. The Employer and the Union recognize the rights of employees to join, assist, or participate in the Union and lawful concerted activities, and the right of employees to refrain from joining, assisting, or participating in the Union and lawful concerted activities. The Employer and Union agree not to discriminate against any bargaining unit employee on the basis of membership or non-membership in the Union.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and agrees there shall be no interference, restraint, or coercion against any employee because of any lawful activity in an official capacity on behalf of the Union, provided that activity does not conflict with the terms of this agreement.

Section 4. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and agrees there shall be no interference, restraint or coercion against any employee exercising the right to abstain from membership in the Union and/or involvement Union activities.

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, the words in the plural, the singular, and words whether in the masculine, feminine or gender neutral 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 gender/gender identity.

ARTICLE 6 BULLETIN BOARD

Section 1. The City shall provide reasonable bulletin board space devoted solely for the use of Local 860 at the Department of Public Works facilities, at up to five (5) different locations (City Hall, Community Center, Service Garage [2], and Sewer) where bargaining unit employees report to work to post notices or information of interest to the members of the bargaining unit.

All Union notices or information posted on the bulletin board shall be signed and dated by the Union steward or Union official posting the material.

Section 2. The Union agrees that there shall be no notices or other writings or material posted that contain anything dealing with partisan politics, or controversial or critical information regarding the City or any employee.

ARTICLE 7 UNION REPRESENTATION AND VISITATION

Section 1. The City recognizes the right of the Union to select stewards to represent the bargaining unit employees and to process grievances. The City shall recognize up to six (6) stewards.

The Union shall furnish the City with a written list of stewards, indicating the departments and shifts to which each is assigned and further shall notify the City in writing of any changes therein.

Section 2. Upon request of the affected employee, a steward shall be permitted to represent the employee at an investigatory interview where the employee is the subject of the investigation or where the employee reasonably believes disciplinary action may result, at a predisciplinary conference, or at a grievance meeting.

Investigatory interviews, predisciplinary conferences, and grievance meetings shall be scheduled during regular business hours (8:30 a.m. to 4:30 p.m., Monday through Friday).

If an investigatory interview, predisciplinary conference, or grievance meeting is scheduled during the employee's or steward's regular duty hours, the employee or steward shall not suffer any loss of regular pay while attending the meeting or while performing their steward duties. In no event shall time spent representing employees be considered as overtime or paid time outside the steward's regular scheduled working hours.

Stewards are expected to perform their job duties and to meet the performance expectations of their jobs. A steward shall notify his supervisor prior to leaving the work area and the conduct of union representational business shall not conflict with work requirements; if a steward cannot be released, the steward will make arrangements for another steward to attend.

The investigation and writing of grievances shall be on non-duty time.

Section 3. A non-employee representative of the Union shall be permitted to enter the City's premises at any time with notice to the Department Head, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the City.

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

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

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

ARTICLE 9 DUES DEDUCTION

Section 1. The Employer and the Union agree that membership in the Union is available to all employees occupying a full-time position in a classification within the bargaining unit.

All bargaining unit employees who do not become, or elect not to become, members of the Union may voluntarily consent to pay to the Union, through payroll deduction, a service fee as a contribution toward the administration of this Agreement. An employee is not required to pay fair share fees unless he or she voluntarily consents to do so.

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

1. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at least sixty (60) days but not more than seventy-five (75) days before each annual anniversary of the date the checkoff card was executed or termination of this Agreement, unless such limitation is prohibited by law.

All deductions shall be made during the first pay period of each month and submitted to the Union within ten (10) days, but no later than fifteen (15) days after such deductions. If an employee's pay for that period is insufficient to cover Union dues, the City will make a deduction from the pay earned during the next pay period unless the employee's pay for that period is also insufficient. All additions and deletions shall be made on the monthly billing which is sent by the Union.

2. The City's obligation to make deductions shall terminate automatically upon termination of employment, transfer to a job classification outside the bargaining unit, layoff, unpaid leave of absence, revocation in accordance with Section 2 (1) herein, or for any reason the employee fails to earn sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

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

Section 4. The amount of dues or fees to be deducted shall be certified to the Employer, in writing, by the Union. Changes in rates of deductions shall be effective not later than thirty (30) calendar days after notice is received by the Employer.

ARTICLE 10 NO STRIKE/NO LOCKOUT

Section 1. Neither the Union nor any employee shall directly or indirectly call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strikes, slowdown, walkout, concerted "sick" leave or mass resignation, work stoppage, picketing or interference of any kind at any operation of the City for the duration of this Agreement.

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

Section 2. The Union shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of the first paragraph. In the event any violation occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage or other interference at any operation of the City is prohibited and not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

Section 3. The City shall not lockout any employees within the bargaining unit for the duration of this Agreement.

ARTICLE 11 WORK HOURS AND OVERTIME

Section 1. This article is intended to define the normal range of work hours for regular full-time employees for the purposes of overtime compensation, and shall not be considered as a guarantee of work per day or per week.

Section 2. The normal work period for all employees shall be forty (40) hours in a work week exclusive of the time allotted for meal periods. Employees will be given a minimum of forty-eight (48) hours notice of any non-permanent schedule change unless the employee(s) and the supervisor/Department Head agree to a shorter time frame. The work week for purposes of pay shall commence at 12:01 a.m. Monday and conclude at midnight on Sunday.

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

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

Section 3. Overtime, as required by the City, shall be paid at the rate of time-and-a-half the employee's regular hourly rate of pay for time actually worked in excess of either eight (8) hours per day for those on five (5) day periods, or ten (10) hours per day for those on four (4) day periods.

Effective the first full pay following execution of the Agreement, overtime, as required by the City, shall be paid at the rate of time-and-a-half the employee's regular hourly rate of pay for time actually worked in excess of forty (40) hours in a work week.

For the purpose of computing overtime, only holidays and personal days will be counted as part of the work week, and sick leave and compensatory time shall be excluded. Vacation should not be considered when computing overtime hours except when employees are called out under emergency conditions. If unanticipated overtime opportunity occurs, employees who have previously scheduled vacation time during the week affected, preceding the announcement of overtime, will be eligible for the overtime opportunity.

An employee called into work during that employee's regular off-duty hours shall be guaranteed a minimum of two (2) hours of pay at the appropriate rate.

An employee called into work on any of the following holidays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, shall be guaranteed a minimum of four (4) hours of pay at the appropriate rate. If the employee is called into work less than two (2) hours before the start of the work day, this provision does not apply.

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

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

No Public Works employee is required to work beyond fourteen (14) consecutive hours. The employee may work additional hours if requested and is capable of so doing.

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

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

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

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

Section 4. Compensatory Time. Employees, solely at their option, shall be permitted to elect to be credited with compensatory time at the rate of one and one-half (1 1/2) hours for each hour of overtime worked in lieu of accepting cash compensation for overtime hours actually worked. Employees may accrue compensatory time up to sixty (60) hours. Compensatory time shall be taken with mutual consent of both the employee and his supervisor, provided that an employee gives his supervisor a forty-eight (48) hour advance notice of the date he intends to use compensatory time.

Where the use of compensatory time off has been denied, the employee may be offered an alternative day within the next thirty (30) days for use of the requested time off, or shall be offered cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's compensatory time balance or the employee may withdraw the compensatory time request. For FLSA purposes, the parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the FLSA. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the use and administration of compensatory time under federal law, including the ability to schedule such time off or pay off compensatory time accrual.

Employees may elect to be paid for accrued compensatory time. The cutoff date of November 1 will be used to establish the basis for payment and the payment will be made in the first paycheck of December. The compensation elected in the form of a cash payout shall reduce the accumulated compensatory time balance proportionately to the number of hours converted.

Section 5. Permanent Schedule/Shift Changes. The Employer shall determine the classifications and number of employees needed within each classification on any workday, workweek, shift, or schedule. The Employer shall not implement any permanent workday, workweek, shift, or schedule change without first providing the affected employees with seven (7) calendar days prior written notice. Employees with the most seniority, within the affected classification, shall have the right of first refusal to any new permanent workday, workweek, shift, or schedule. In the event that a sufficient number of employees do not volunteer to work the new permanent workday, workweek, shift, or schedule, then employees with the least amount

of seniority in the affected classification(s) shall be required to work the new workday, workweek, shift, or schedule. This provision shall not be construed to require the Employer to fill a shift or schedule with only the least senior employees in the affected classification(s) affected.

“Permanent” as used herein shall mean a change to an established regular workday, workweek, shift, or schedule that is expected to be in effect for the foreseeable future and does not apply to emergency schedule changes, seasonal changes (e.g., snow and ice removal, hockey season, etc.), or unplanned service needs.

ARTICLE 12 **UNIFORMS**

Section 1. To the extent that the City provides uniforms for bargaining unit members during the term of this contract, the City reserves the right to establish reasonable policies governing the wearing and use of these uniforms and to enforce said policies. Any requirement for additional uniform items, protective clothing or safety equipment will be discussed with the union representatives through the Labor/Management Committee before the requirement is enacted.

Section 2. A payment for a work boot/CDL allowance will be issued to eligible employees annually during the contract term as follows:

2019 - one hundred dollars (\$100.00)

2020 - one hundred - fifty dollars (\$150.00)

2021 - one hundred - fifty dollars (\$150.00)

Such annual payments will be made in April of the applicable calendar year.

ARTICLE 13 **CHEMICAL ABUSE (49 CFR 382)**

The City's policy on drug and alcohol (chemical) abuse applies to all bargaining unit employees. In any case where a supervisor has reasonable suspicion that an employee is under the influence of drugs or alcohol, as defined in 49 CFR 382.307, it is agreed that the employee will submit to testing at a facility under contract with the City. The employee can be sent home while waiting for the test results. If the testing is positive, the employee will not be paid for time lost. If the test is negative, no loss of wage will occur.

In the event of a positive test, the City will determine appropriate discipline which could include the participation in a drug treatment program, and will include participation in a random drug testing program for one year. Failure to correct the problem after participating in a rehabilitation program will result in discharge. In any instance of detection of chemical abuse or a reoccurrence of abuse, management will require the individual to be removed from a safety-

sensitive job. In the case of a reoccurrence, the employee will be placed on unpaid administrative leave pending the predisciplinary conference.

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

ARTICLE 14 PAY ARRANGEMENTS

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

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

ARTICLE 15 DISCIPLINE

Section 1. Discipline can take any of the following forms: oral warning, written warning, suspension, demotion, or discharge. Discipline shall normally be applied in a corrective, progressive manner. However, should the severity of an employee's conduct or disciplinary record so warrant, suspension, demotion, or discharge can be imposed after a predisciplinary conference or waiver of same. The City shall have the authority to administer all discipline.

Section 2. Whenever the Employer determines that a non-probationary employee may be suspended, demoted, or discharged for disciplinary reasons, a predisciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation regarding the alleged misconduct. A notice of the predisciplinary conference shall be provided to the employee at least seventy-two (72) hours in advance, and shall contain a general description the alleged misconduct/charges against the employee. The employee shall have the right to have a Union representative present at the conference if he so desires and the employee shall be responsible for notifying the Union steward or Union official that his presence is desired. The employee may waive, in writing, the predisciplinary conference; failure to attend a conference shall constitute a waiver.

Section 3. The Employer shall give notice to the employee of the imposition of any disciplinary action in writing. Employee must sign all discipline notices to acknowledge receipt. Such written notice shall become a part of the employee's personnel file with a copy to the Union steward.

Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension. A suspension may be a suspension without pay or a suspension of record (i.e., paper suspension where the employee works during the period of the suspension and the record of the suspension has the same force and effect as a suspension without pay), or a combination thereof at the discretion of the Employer.

Section 4. Appeal of Disciplinary Action. An employee subject to suspension, demotion, or termination shall have the right of appeal of the discipline directly to Step 2 of the Grievance Procedure within five (5) working days of the issuance of the discipline and said grievances may be arbitrated subject to all other provisions of Article 34, Grievance Procedure, herein.

Section 5. All disciplinary action will cease to have force and effect after twenty-four (24) months.

All disciplinary action related to Motor Vehicle Bureau records (loss of licensure or insurability) and drug testing results (City's drug and alcohol [chemical] abuse policy) will cease to have force and effect after five (5) years.

Section 6. Last Chance Agreements. The parties explicitly acknowledge the use and validity of last chance agreements. Such agreements, when entered into by the Employer and the union shall not require the ratification of the bargaining unit as a whole, nor the legislative body for the Employer, in order to be enforceable. Last Chance agreements are agreed to be of joint construction in all instances and whenever possible shall be interpreted with the intent of providing an employee a final opportunity to salvage his employment, with the next disciplinary step being termination of employment.

ARTICLE 16 SENIORITY/LAYOFF

Section 1. Each employee shall have seniority equal to his length of continuous full-time service with the bargaining unit dating from the date of the last employment by the City, except that any employee rehired within one year after his last termination date shall be credited with his previous amount of accumulated seniority as of the date of his last termination.

An employee shall have no seniority during his or her probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of appointment.

Section 2. Breaks in Seniority. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge or removal for just cause;
- B. Retirement or disability separation;
- C. Layoff for more than three (3) years;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of a leave of absence;

- F. Absence without notice or leave for three (3) consecutive work days or more; and,
- G. Resignation.

If continuous service is broken, an employee loses all previously accumulated seniority.

Section 3. The Employer shall determine when personnel reductions within the bargaining unit are necessary and will determine the classifications, Departments/Divisions, and the number of positions to be affected by a layoff or job abolition.

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

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

Section 5. Recall. Employees who are laid off will be placed on a recall list for a period of three (3) years from the effective date of the layoff.

Employees to be recalled after layoff shall be notified in writing to the last known address of residence to report back to work and the City shall send a copy to the Union, in writing, at the same time. Any employee who is called back to work after layoff and fails to report within fourteen (14) calendar days from the date of postmark of the envelope will lose his recall rights and thereafter will not have employment preference over workers who have never been employed by the City.

Section 6. If the Employer determines that a permanent full-time employee is deficient in fulfilling his job requirements, the employee has the right to request a voluntary transfer to a lateral or lower classification within another Division within his Department provided that he is qualified to perform the job. The Employer is not obligated to transfer an employee requesting a voluntary transfer if the transfer would result in excess personnel or the layoff of another bargaining unit employee.

A transferred employee shall retain his City-wide seniority status. Any employee transferred to a lower level classification in accordance with the provisions of this section shall be paid the applicable rate for the lower classification.

Section 7. Employees who are discharged lose all seniority. Regular full-time employees who are laid off and are then recalled at a later date shall have the amount of unused sick leave and vacation leave accrued at the time of layoff credited at the time of recall, provided they have not been paid out at time of layoff.

Section 8. The City shall have the right to assign and change duties from time to time, depending on operating conditions, subject only to the provisions that workloads shall not be unreasonable. An employee shall perform the duties of his classification and duties related thereto. He may resort to the grievance procedure if he considers that the foregoing provisions have been violated.

ARTICLE 17 PROBATIONARY PERIOD

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

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

ARTICLE 18 VACANCIES AND PROMOTIONS

Section 1. Whenever the Employer determines that a job vacancy exists within a non-entry level position within the bargaining unit that it intends to fill, a notice of such vacancy shall be posted for a period of five (5) consecutive working days within the Divisions of the Department where the vacancy is determined to exist. "Entry level positions" include Laborer, Building & Parks Maintenance Worker, Parking Meter Worker, Sanitation Helper, Sewer Maintenance Worker, Street Maintenance Worker, Vehicle Maintenance Worker, Building Attendant, and Dispatcher. Building Attendants must serve in the custodial position as a permanent full-time employee for one year before they are eligible for a promotion.

During the posting period, a qualified employee wishing to apply for the vacant position as a promotion (position with higher maximum rate of pay) may do so by submitting written application to the Department of Human Resources. If no qualified employee applies for the job opening within the five (5) day period, the City will openly recruit to fill the position.

Postings shall contain the job title, job qualifications and requirements for the position, the division and department, the minimum and maximum wage rates, and the date of the posting and the final application date. The Employer shall not be obligated to consider any applications submitted after the application deadline nor any applicants who do not meet the qualifications for the position.

Nothing shall prohibit the City from filling such a vacancy with a full-time employee within a classification above the rank of laborer on a temporary basis, not to exceed sixty (60) calendar days, unless the transferred employee consents to continuing in the position.

Notwithstanding the above if a temporary vacancy occurs above the rank of laborer or due to an extended absence (Family and Medical Leave [FML], Worker's Compensation, etc.) the temporary transfer may exceed the sixty (60) calendar day limit, and may extend through the period of absence, but not for more than one hundred twenty (120) calendar days.

No permanent position will be filled without following the procedure outlined herein.

Section 2. Eligibility for the position rests first with qualified employees within the Division where the opening occurs, and secondly with employees from other Divisions within the Department.

Applicants meeting the minimum qualifications for the vacant position will be considered based upon any or all of the following criteria to determine the best qualified applicant:

1. work experience (a. internal, b. external)
2. education and training
3. licensure/certification as applicable
4. knowledge, skills, and abilities
5. work and performance record
6. attendance/dependability
7. interview of applicants

If two (2) or more applicants are considered substantially equal in qualifications, the position will be awarded to the most senior bargaining unit applicant.

Section 3. The selected employee shall serve a promotional probationary ninety (90) calendar days to prove his/her capability to perform the new job in a safe and efficient manner. The promotional probationary period can be extended at the discretion of management with written notice to the affected employee. If at any time during the promotional probationary period the City determines that the selected employee is not qualified for the job, the employee shall be returned to the position held prior to promotion, without loss of seniority.

Section 4. Whenever the Employer determines that a job vacancy exists within an entry level position within the bargaining unit that it intends to fill, a notice of such vacancy shall be posted for a period of five (5) consecutive working days within the Divisions of the Department where the vacancy is determined to exist. During the posting period, a qualified employee wishing to

apply for the vacant position as a lower or lateral transfer may do so by submitting written application to the Department of Human Resources. If no qualified employee applies for the job opening within the five (5) day period, the City will openly recruit to fill the position. Eligibility for the position rests first with employees within the Division where the opening occurs and second with employees from other Divisions of the applicable Department. If more than one qualified employee applies for such opening, selection shall be made by the City on the basis of seniority providing that all other evaluation criteria is met.

In instances of a lower or lateral job transfer, an employee who successfully bids on a job as provided above shall not have more than one bid honored in any two-year period except at the City's discretion.

ARTICLE 19 TEMPORARY ASSIGNMENTS

Section 1. If an employee is temporarily assigned the duties and responsibilities of a higher classification within the bargaining unit, he shall receive the rate for the higher classification based upon his step assignment in his regular classification (i.e., Top rate to Top rate; Step 2 to Step 2, etc.) for all such hours worked in the higher classification for a minimum of one (1) hour or actual hours worked, whichever is greater. If an employee is temporarily assigned to a lower classification, he shall continue to receive his regular rate.

Section 2. When the need for a temporary assignment occurs, excluding snow and ice removal, leaf clean up/pick up, or mandatory training, and two (2) or more employees are available for reassignment, the temporary assignment will be offered on the basis of seniority. If a sufficient number of employees do not accept the temporary assignment, the least senior employee(s) will be assigned up to the number needed.

ARTICLE 20 LEAVES OF ABSENCE

Section 1. Family Medical Leave Act. The Family and Medical Leave Act (FMLA) of 1993 as amended provides that an eligible employee may take an unpaid leave in order to care for a family member (spouse, son, daughter or parent) who has a serious health condition; or to care for a newborn child or a child who has been placed with the employee for adoption or foster care; or for a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member; or if because of a serious health condition that the employee has, the employee is unable to perform the functions of the position. An employee is entitled to a total of twelve (12) workweeks of leave (FML) during any twelve month period for these reasons. Additionally, up to a total of twenty-six (26) work weeks of unpaid leave (FML) may be available in order to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

The City requires the substitution of applicable paid leave (vacation, personal leave, and sick leave if appropriate) for unpaid FML. FML shall also be charged when an employee incurs lost time under Worker's Compensation.

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

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

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

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

Section 4. Funeral Leave. Employees may be granted paid bereavement leave of up to three (3) work days due to the death of a member of their immediate family (spouse, child, stepchild, parent, stepparent, parent-in-law, grandparent, grandchild, sibling). In the case of an out-of-state funeral, the employee may request an additional two (2) days of leave to be charged against sick leave.

An employee should notify the supervisor in advance so that arrangements can be made for the absence. The City intends to exercise the greatest degree of understanding and anticipates that employees will exercise their best judgment in such situations.

In the event of the death of a spouse's grandparent or a sister-in-law or brother-in-law, an employee may request leave to be charged against vacation or personal time.

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

Written evidence of sick leave satisfactory to the City, including physician's statement, proof of a telemedicine session or minute clinic visit, or other comparable satisfactory evidence for an

absence of three (3) continuous days or more, shall be furnished promptly by the employee claiming such sick leave to the City. If a pattern of past sick leave abuse is noted, any absence must be verified by a physician/acceptable medical documentation.

Notice of absence from work for whatever cause shall be given by his employee to his supervisor a minimum of one-half (1/2) hour before the start of the shift.

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

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

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

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

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

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

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

Section 10. Injury Leave. Sick leave may be used to compensate an employee who cannot work because of an on-the-job injury to the extent of the employee's accumulated sick leave. If an employee elects to remain on the City payroll through the use of accumulated sick leave hours and wants to receive restoration of sick leave hours proportionate to the amount of temporary total benefits issued by the Bureau of Worker's Compensation, a wage agreement must be signed with the Human Resources Office within seven (7) days of the injury. The City will subsequently file all wage agreements with the Bureau of Worker's Compensation. Once a wage agreement is signed by an employee, all temporary total payments relative to that injury must be

surrendered to the City upon receipt. No reimbursement of sick leave hours will occur unless there is a valid wage agreement signed by a personnel official. An employee may elect not to receive sick leave pay and file for temporary total payments from the Bureau of Worker's Compensation.

ARTICLE 21 ACCUMULATED SICK LEAVE CONVERSION BONUS

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

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

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

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

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

ARTICLE 22 LONGEVITY PAY

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

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

21st through 25th year of service, inclusive	69.23
26th year and thereafter	76.93

Longevity shall be paid bi-weekly.

ARTICLE 23 HOLIDAYS

Section 1. For the purpose of this Agreement, the recognized holidays are:

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

For year 2022 only, employees shall be granted a floating holiday in consideration of Juneteenth.

Beginning in 2023, Juneteenth shall be a recognized holiday, which shall be a day off on the recognized holiday (or the prior Friday or following Monday as applicable and consistent with non-bargaining unit City employees).

Each full-time employee who is on the active payroll during a calendar week in which a recognized holiday occurs shall be paid at his regular full-time rate for the holiday if no work is performed. A regular full-time employee absent on vacation during the holiday week shall, nevertheless, receive holiday pay as explained in Article 24.

An employee who works on any recognized holiday shall receive time and one-half for the actual hours worked on the holiday; and such employee will also receive holiday pay at his regular full-time rate for the recognized holiday, or alternatively, a day off within the workweek that the holiday occurs as scheduled by the Department Head provided it is mutually agreeable.

Employees who are permanently assigned to work a shift of four (4) 10-hour days per week, will be allowed the benefit of two (2) 10-hour, personal days with a total of twenty (20) hours per year. Also, holiday pay will allow for payment of ten (10) hours when the holiday is celebrated on a scheduled work day.

Section 2. Division of Refuse Collection employees will work a minimum of four (4) hours, 7:00 a.m. - 11:00 a.m., Saturdays during the weeks in which Thanksgiving, Christmas, and New Year's holidays fall.

Section 3. Requests for use of a personal day shall be submitted at least twenty-four (24) hours in advance of the date being requested, except when emergency circumstances arise. Exceptions to the time requirements may be made with the consent of the Department Head.

ARTICLE 24 VACATIONS

Section 1. During the probationary period, an employee is not entitled to any vacation days. However, the employee will begin to accrue vacation days from his/her first day of full-time permanent status. The amount of accrued vacation recorded at the end of the calendar year will be the amount allotted for vacation time for the next calendar year.

Continuous Service	Net Annual Vacation Available	Vacation Pay	Accrual Rate Per Pay Period
12 months	2 weeks	80 hours	3.1 hours
7 years	3 weeks	120 hours	4.6 hours
13 years	4 weeks	160 hours	6.2 hours
19 years	5 weeks	200 hours	7.7 hours

Vacation hours will be regularly accrued on a biweekly (pay period) basis in active pay status.

Holidays listed in Article 23 which occur during an employee's vacation leave shall not be counted as part thereof. In the event an employee chooses to have his/her vacation in a week in which a holiday occurs, the employee shall be charged for four (4) vacation days and one (1) holiday.

Section 2. Vacation days may be taken at the employee's discretion with the prior approval of the employee's supervisor and subject to reasonable workload demands of the City. Every effort will be made to permit an employee to take his/her vacation at the time scheduled for him/her, in the absence of an emergency.

Vacation requests for five (5) consecutive work days or more shall normally be submitted at least fourteen (14) calendar days in advance of the date(s) being requested. Vacation requests for periods of less than five (5) consecutive work days shall normally be submitted at least forty-eight (48) hours in advance. When emergency circumstances arise, employees may submit leave requests for consideration. Exceptions to the time requirements may be made with the consent of the Department Head.

Section 3. Employees having accrued vacation time recorded at the end of the calendar year may elect to be compensated for up to forty (40) hours of accrued vacation hours, minus any sick leave hours used in the respective year, in the form of a cash bonus to be paid at the employee's hourly rate in effect on December 31 of the respective year. During periods of fiscal constraint as determined by the City, this provision may be suspended for any applicable year with at least thirty (30) calendar days advance written notice to the Union. If the City suspends this provision, the employee(s) may carryover the applicable time into the next calendar year.

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

ARTICLE 25
PAY OUT OF ACCUMULATED BENEFITS AT TERMINATION

Section 1. Upon termination of employment for whatever cause, an employee or, in the case of death, the estate (or, at the discretion of the City, any member of the immediate family) shall be compensated in one sum for unused vacation leave provided such employee has worked full-time for the City for six (6) months or more.

Section 2. All employees hired on or after January 1, 2015, who have been in the employ of the City in a full-time position for ten (10) consecutive years may be eligible for payment of accrued, unused sick leave upon termination of their employment for other than disciplinary reasons according to the following schedule:

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

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

For purposes of this subsection, the hourly rate of payment for accrued sick leave shall be the base hourly rate in effect at the time of termination.

Section 3. Any employee hired on or before December 31, 2014, who separates from service with the City, and who has been employed with Cleveland Heights in a full-time position for over five (5) consecutive full years at the time of separation, shall be eligible for conversion of accumulated sick leave to pay, for up to a maximum of 1500 hours of accumulated sick leave. The rate of conversion shall be as follows:

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

Therefore, the maximum payout that could be achieved is seven hundred fifty (750) hours.

The hourly rate of payment for accrued sick leave shall be the base hourly rate in effect at the time of separation.

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

ARTICLE 26
HEALTH INSURANCE

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

Commencing April 1, 2019, the City shall designate a base health insurance plan (Base Plan) and may offer an additional plan(s) as an alternative(s) to the Base Plan.

Section 2. The Employer shall contribute eighty-eight percent (88%) of the cost of the base plan for health care, prescription, and any ancillary benefit coverage. The City's contribution toward the cost of any alternate health plan elected by a participating employee shall be the same dollar amount as contributed by the City for single or family coverage under the base health plan.

Each participating employee shall be responsible for any costs above the amount of the established Employer contribution, i.e., twelve percent (12%) of the cost for coverage of the base plan, plus any excess cost for any selected alternate plan (i.e., any cost for alternate coverage above the amount paid by the Employer for the base health plan).

Section 3. In those cases where both spouses are employed by the City, only one will be eligible for health insurance coverage, which will be the family plan or such other appropriate tier, as applicable.

Section 4. Any employee seeking services for the treatment of drug or alcohol abuse must choose an agency on an approved list available in the Human Resources Office.

Section 5. Dental coverage will be capped at \$1,500.00 per individual per year.

Section 6. A \$10,000.00 life insurance policy will be provided for all members of the bargaining unit and will be paid by the City.

Section 7. Effective with the 2014 plan year, the City shall utilize an ad hoc Health Care Committee consisting of representatives of the City (selected by the City) and of the City's bargaining unit and non-bargaining unit employees (with no more than one representative from each of the City's bargaining units), which shall review the group health care benefit plan options made available to City employees. The Committee may recommend to the City any benefit changes designed to contain health care benefit costs, but the City retains full discretion and authority to determine the benefit plans made available to City employees.

Section 8. Insurance Waiver. Any member of the bargaining unit who elects to waive health insurance coverage in its entirety as described in Section 1 shall be paid an insurance waiver stipend in the amount of one hundred dollars (\$100.00) in each of the first two pay periods of a calendar month. Said annual amount will not exceed two thousand four hundred dollars (\$2,400.0) per year. Employees electing to opt out must comply with established administrative requirements, must maintain otherwise valid health insurance, and must provide proof of that insurance. The waiver will not become effective and waiver stipend payments will not be made until proof of alternate insurance is provided. In those cases where both spouses are employed by the City, if one spouse is provided coverage by the City pursuant to Section 3, the other spouse may not receive a waiver stipend.

ARTICLE 27 PENSIONS

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

ARTICLE 28 ABSENCE ABUSE

Section 1. Through sick leave, the City accommodates employees who, due to personal or immediate family illness (as defined in Article 20), cannot report to work. However, sick leave is not to be used as additional vacation or personal leave. In addition to the terms of Article 20, employees found abusing sick leave privileges will be subject to further disciplinary action as outlined in this policy.

To control absence abuse, it is necessary that all Department Heads compile accurate attendance records.

Section 2. All absences are to be reported by the employee prior to the start of an employee's work shift as specified in Article 20. If an employee does not notify the supervisor/designee of an absence, he/she will be considered absent without leave (AWOL). The supervisor must inform employees where, when, and whom to call when reporting their absence. The date of absence and the reasons therefore must be accurately recorded on the employee's time card daily. In addition, the supervisor's records should detail the time of notification, the person reporting the absence, and supporting documentation.

Section 3. Under normal circumstances, an employee should have no more than sixty-four (64) hours of sick leave use within a calendar year. Illness that is verified by a physician/acceptable medical documentation will be charged against sick time and not credited towards the sixty-four (64) hour sick leave limit. However, once the employee has used sixty-four (64) hours of unverified sick time, any absence must be verified by a physician/acceptable medical documentation in order for the time to be charged against sick leave accrual. The sixty-four (64) hour sick time limit does not include bereavement leave.

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

Section 4. In order to correct patterns of abuse, when unexcused absence occurs before or after a holiday or on the make-up day for the holiday, unless excused by the supervisor, payment for the holiday will not be granted.

Section 5. If management has determined that an employee has excessive absence due to sickness, he/she shall be notified in writing and required present a certificate from a physician for the next twelve (12) months for any days off sick. The City has the right to require the employee to submit to a physical examination by a qualified doctor determined by the City and at the City's expense.

Section 6. During a year when an employee is on the sick leave abuse list and uses less than sixty-four (64) hours of sick time within that calendar year, he/she will be removed from the sick leave abuse list in the subsequent calendar year.

Section 7. The validity of all medical excuses and physician's certifications may be subject to review by a City designated physician and/or management. Falsification of medical excuses can result in immediate suspension pending dismissal.

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

Section 8. The City's absence control procedures are based on a three-step approach to be followed in sequence. Below is a summary of each step. Employees shall be on the sick leave abuse list for twelve (12) months.

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

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

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

ARTICLE 29 LABOR-MANAGEMENT COMMITTEE

Section 1. A Labor Management Committee will be created consisting of three (3) representatives from the Union and three (3) representatives from the City. The Committee will meet periodically to discuss issues of mutual importance to the City and the Union.

Subjects for discussion may include, but are not limited to, the following:

- A. Matters related to the administration of the collective bargaining agreement;
- B. Safety and health concerns, including accident review, methods to prevent accidents, improving safety rules, practices, policies, and equipment; and
- C. Methods for improving productivity.

Section 2. Either labor or management can call a meeting by submitting notice to the other party. Once scheduled, each party shall submit agenda items to the other party, in writing, at least seven (7) calendar days in advance of the meeting date.

ARTICLE 30 COMMERCIAL DRIVER'S LICENSE

Section 1. Failure to obtain a Commercial Driver's License (CDL) by any employee whose job description requires it shall be just and sufficient grounds for dismissal.

Section 2. All new hires must secure a temporary CDL license during the first ninety (90) days of employment with the City and must secure a permanent license within the first six (6) months of employment. The absence of a CDL will prevent an employee from advancing from probationary status to permanent full-time status.

Section 3. Any employee who loses his license must report this status to the Human Resources Office and his supervisor immediately.

ARTICLE 31 TRAINING

Section 1. To the extent feasible, training opportunities, excluding mandatory training, will be offered to individuals to allow for advancement of skill. When such a training opportunity arises, the opportunity will be posted for bid within the applicable Division and employees will be selected based upon seniority up to the number of attendees authorized.

“Advancement of skill” training as used above does not include training for a new employee or newly transferred employee that will assist in acclimating the employee to the requirements of the position.

Section 2. In order to facilitate efficient operations, some employees might be required to train for another position within their respective division or within another division.

Section 3. Employees who participate in training programs who resign from the program(s) or from the City of Cleveland Heights, at any time within 3 years of completion of the program(s), will be responsible for repayment of any costs incurred by the City in accordance with the attached repayment agreement (Attachment D).

ARTICLE 32

WAGES

Effective the first full pay period following ratification of this Agreement by both parties, wage rates shall be as set forth in Appendix C.

Effective the first full pay period following ratification of the Agreement employees will receive a one dollar and fifty cents (\$1.50) per hour equity adjustment.

Effective April 1, 2023, employees will receive a two percent (2%) general wage increase.

Effective April 1, 2024, employee will receive a two percent (2%) general wage increase.

Bargaining unit employees employed as of April 4, 2022, and still employed as of the date of execution of this Agreement, will be paid a one-time lump sum wage adjustment as follows:

(*Note – One dollar and fifty cents [\$1.50] multiplied by hours worked and compensated for the time period of 4/4/2022 through the first full pay period following execution of the Agreement.)

<u>Position</u>		Times hours worked and compensated for the time period of 4/4/ 22 through the first full pay period following execution of the Agreement.

a. Employees beginning work with the City will move from the beginning rate to the top rate on the step progression based on their full-time anniversary date until the maximum hourly rate is reached in accord with the following schedule:

Starting Rate

Step 1	Upon successful evaluation concluding probationary period
Step 2	1st Anniversary of full-time permanent status
Step 3	2nd Anniversary of full-time permanent status
Step 4 (Top Rate)	3rd Anniversary of full-time permanent status

Increments between the starting rate and Top rate will be equalized and allow for rounding.

Step 4 3rd Anniversary of full-time permanent status

b. If an employee is promoted and at the top rate of pay in his/her former job classification, he/she shall also receive the top rate of pay for the new job (promoted position). If an employee is promoted and not at the top rate of pay in his/her former job classification (within the step progression), the employee will advance to the same step in the promoted position as held in the former position.

- c. Employees who work on assignment at a lower rate classification will be paid at their regular rate of pay. If an employee is assigned to work at a higher rate classification, the employee will be paid at the higher rate of pay. This arrangement continues in a situation of mandated overtime. However, in instances of voluntary overtime, the employee will be paid in accord with the rate of pay associated with the job classification.
- d. If advanced responsibilities are assumed by an employee but not supervisory duties due to the absence of the foreman (i.e., water meter repair, parking meters), the pay rate of the employee can be advanced by one wage classification.
- e. The refuse and recycle truck operators are paid for refuse pick up on their daily route. At the completion of their daily task, but no earlier than 1:30 p.m., refuse truck operators are relieved of duty. No dismissal can take place without clearance by the foreman or supervisor. During mandatory and voluntary overtime, the overtime rate does not apply until after forty (40) hours for the week.
- f. Educational achievement bonuses based on licensing and certification authorized by an accredited institution will be awarded up to but not to exceed \$1.00/hour. Eligibility criteria for existing and new categories of certification will be reviewed annually by the Labor/Management Committee. Appropriate additions and changes will be recommended to management for consideration.

ARTICLE 33 GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or misapplication of a specific term(s) of this agreement.

A grievance under this procedure may be brought by any bargaining unit employee or the Union. Grievance forms shall be provided by the Union.

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

All grievances shall be in writing and shall include:

- a. (1) name and classification of the aggrieved party/parties; (2) the identity of the provisions of this Agreement involved in the grievance; (3) the times and place where the alleged events or conditions constituting the grievance took place; (4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and (5) a general statement of the nature of the grievance and the solution sought by the aggrieved party.

- b. All decisions shall be rendered by writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his/her representative, and the Union.
- c. If the grievance affects a group of employees working in the same department/division or in different locations with different supervisors, or associated with an employer-wide controversy, it may be submitted at Step 3, such grievance shall be signed by all affected employees and shall be known as a “group grievance”; one (1) employee shall be selected by the group to process the group grievance. A group grievance shall be submitted at Step 3 but may be referred back to the applicable Department Director by the Mayor and with written notice to the grievant/steward if the alleged violation does not involve more than one Department.
- d. Employees and stewards shall process grievances with proper regard for the City’s operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum of time lost from work due to grievance handling.

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 management and having said matter informally adjusted without the intervention of the Union provided that the adjustment is not inconsistent with the terms of this Agreement, and the Union is timely notified and permitted to attend the meeting. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, said adjustment shall not create a precedent or ruling binding upon the Employer or Union in future proceedings.

- e. The employee or steward shall give all written grievances, signed by the bargaining unit member(s) and/or the steward, on forms provided by the local union to the appropriate supervisor/manager involved.

Section 2. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall be considered answered in the negative on the last day the response was due and may be moved to the next step in accordance with the applicable time limits. The time limits specified for either party may be extended only by written mutual agreement.

Section 3. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this contract.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1 (Division Supervisor):

An employee or the Union who believes he/she may have a grievance shall submit the alleged grievance in writing to his immediate supervisor (Division Supervisor) within seven (7) calendar days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule a meeting with the employee and his/her representative, if the representative's presence is requested by the employee, within seven (7) calendar days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative, if his/her presence is requested by the employee, will discuss the issues in dispute with the objective or resolving the matter informally. The Division Supervisor shall issue a written decision to the aggrieved party, with a copy to the Union, within seven (7) calendar days from the date of the meeting.

Step 2 (Department Head):

If the aggrieved party or the Union is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the aggrieved party's Director (e.g., Public Works, Director of Parks and Recreation, or other applicable Department Head) within seven (7) calendar days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with the appeal. The appropriate Director shall convene a meeting within seven (7) calendar days of the receipt of the appeal. The meeting will be held with the aggrieved party and his/her representative, if he/she requests one. The appropriate Director shall issue a written decision to the aggrieved party, with a copy to the Union within seven (7) calendar days from the date of the meeting.

Step 3 (Mayor):

If the aggrieved party or the Union is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor's Office within seven (7) calendar 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) calendar days of the receipt of the appeal. The meeting will be held with the aggrieved party, the staff representative, the Union, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a final written decision to the employee, with a copy to the Union, within ten (10) calendar days from the date of the meeting.

Step 4 (Arbitration):

In the event a grievance involving an alleged contract violation, dismissal, demotion, or suspension of one (1) or more working day(s), for other than the conviction of a felony criminal offense, is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived in writing, then within twenty-one (21) calendar days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration.

Submission to arbitration shall be by written notification to the Employer within the established time frame and with a simultaneous request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio Resident arbitrators, with a copy of such request also delivered to the Employer. The Union shall bear the cost of obtaining the original list from FMCS and any subsequent list should a mutual selection not be reached from the rankings.

Selection of Arbitrator.

Within fourteen (14) calendar days of receipt of the list of arbitrators, each party shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS.

Prior to ranking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may reject up to one (1) list. The party rejecting the list shall bear the cost of obtaining a list from FMCS.

The Federal Mediation and Conciliation Service shall assign an arbitrator based upon the ranking of the parties (arbitrator with the lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties the date and time of the meeting.

Section 5. Hearing Procedure and Authority of the Arbitrator. The hearing shall be held on City property within the City of Cleveland Heights.

The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The fees and expenses of the arbitrator will be evenly split by the parties. The fees of a court reporter shall be paid by the party asking for one; however, such fees shall be split equally if both parties desire a reporter or if the other party requests a copy of the transcript in any format. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

An employee requested to appear at the arbitration hearing by either party or whose presence is necessary shall attend without the necessity of subpoena. The aggrieved employee, Union steward, and any witness(es) shall not lose any regular straight time earnings while attending the arbitration hearing.

Any request made by either party for the attendance of witnesses shall be made in good faith and it is agreed that the calling of witnesses shall not interfere with the operations of the Department. The Union shall notify the Employer, in writing, of the witnesses it intends to call at least three (3) business days in advance of the date of the arbitration hearing. "Business days" means

Monday through Friday, exclusive of recognized holidays (not personal days) under Article 23 herein.

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. However, this does not preclude either the City or the Union from filing an action to vacate an arbitration award.

The arbitrator shall have jurisdiction only over disputes arising out of the written grievance and in reaching his/her decision, the arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator cannot recommend any right or relief on an alleged grievance occurring at any time other than during the contract period in which such right originated.

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

ARTICLE 34 SEVERABILITY

Section 1. In the event that any provision of this Agreement is deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other provisions of this Agreement shall remain in full force and effect.

Section 2. In the event that any provision herein is rendered invalid as described above, upon the written request of either party hereto, the Employer and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a satisfactory replacement for such severed provision.

ARTICLE 35 NEGOTIATIONS

If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than sixty (60) calendar days prior to the expiration date, of this agreement. Such notice of intent shall be given by e-mail or as otherwise proscribed by the State Employment Relations Board (SERB).

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

ARTICLE 36
RULES AND REGULATIONS

Section 1. The Union recognizes the right of the Employer to establish or modify reasonable work rules, regulations, policies, and procedure (rules).

Section 2. New or modified rules will be posted seven (7) days in advance in the applicable Division/Department in advance of their effective date, except in cases of health or safety hazard emergency.

ARTICLE 37
DURATION

Section 1. This Agreement represents a complete and final understanding on all issues subject to bargaining between the City and the Union.

This Agreement shall be effective as of April 1, 2022 and remain in full force and effect until March 31, 2025.

This Agreement shall supersede all previous agreements.

Section 2. This Agreement represents the entire agreement between the Employer and the Union and unless specifically set forth in the written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect and not set forth in the Agreement may be modified or discontinued at the sole discretion of the Employer.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of Sept., 2022.

CITY OF CLEVELAND HEIGHTS

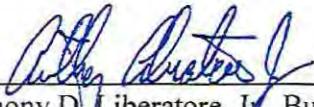


Kahlil Seren, Mayor

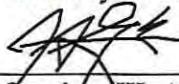
/s/ Melisa Fisco

Melisa Fisco, Chief Negotiator

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

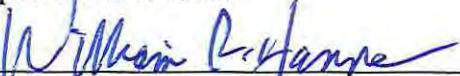


Anthony D. Liberatore, Jr., Business
Manager/Secretary-Treasurer



Joseph J. Guarino, III, Attorney
Laborers', Local 860

Approved as to form:



William Hanna, Law Director

ATTACHMENT A

DRIVER RATE

Dump Truck	Salt Spreader
2 Or 3 Man Garbage Truck	2 1/2 Ton Sewer Truck
Leaf Truck	Sewer Van
Pick-Up Truck - Towing Or Hauling Work Equipment (Not Driving To Job Site)	Snow Plow
Rear Loader	Street Saw

EQUIPMENT OPERATOR

Asphalt Truck	Sewer Jet
Backhoe	Sewer Snake Van
Crane	Skidsteer Loader
Double Axel Truck With Manual Transmission	Sweeper
Jet Vac Vehicle	Tar Kettle
Lateral Camera With Locator	Tractor With Bucket Attachment
Payloader (Front End Loader)	Camera Truck

ATTACHMENT B

Eligibility for the bonus program will be based on organizational need, requirements of the job classification, and supervisor's approval.

Educational Bonus

Wastewater Systems Collection certification:

(A) Class I Certificate	.35/hour
(A) Class II Certificate	.50/hour

ASE Medium/Heavy Truck	\$1.00 /hour (certification for at least 4 sections)
ASE Automobile Technician	\$1.00 /hour (certification for at least 4 sections)

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

ASE Collision Repair and Refinish	.40/hour (certification in all 4 sections)
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Arborist Certification	.50/hour (certification)
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Freon Removal Certification	.15/hour (does not require renewal)
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Pesticide License	.50/hour (requires renewal of certificate)
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The bonus awards are contingent upon renewal of certification as required by issuing authority.

ATTACHMENT C
WAGES

		Eff. first full pay following ratification by both parties		
	Current	\$1.50	4/1/2023	4/1/2024
Building Attendant				
Starting Rate (base)		\$12.34	\$13.84	\$14.12
Step 1 - Following completion of probation		\$13.39	\$14.89	\$15.19
Step 2 - 1st anniversary of FT perm. status		\$14.44	\$15.94	\$16.26
Step 3 - 2nd anniversary of FT perm. status		\$15.49	\$16.99	\$17.33
Step 4 - 3rd anniversary of FT perm. Status/Top		\$16.53	\$18.03	\$18.39
Climber				
Starting Rate (base)		\$19.59	\$21.09	\$21.51
Step 1 - Following completion of probation		\$20.79	\$22.29	\$22.74
Step 2 - 1st anniversary of FT perm. status		\$21.99	\$23.49	\$23.96
Step 3 - 2nd anniversary of FT perm. status		\$23.19	\$24.69	\$25.18
Step 4 - 3rd anniversary of FT perm. Status/Top		\$24.38	\$25.88	\$26.40
Dispatcher				
Starting Rate (base)		\$17.34	\$18.84	\$19.22
Step 1 - Following completion of probation		\$18.41	\$19.91	\$20.31
Step 2 - 1st anniversary of FT perm. status		\$19.48	\$20.98	\$21.40
Step 3 - 2nd anniversary of FT perm. status		\$20.55	\$22.05	\$22.49
Step 4 - 3rd anniversary of FT perm. Status/Top		\$21.60	\$23.10	\$23.56

Driver				
Starting Rate (base)	\$18.81	\$20.31	\$20.72	\$21.13
Step 1 - Following completion of probation	\$19.91	\$21.41	\$21.84	\$22.27
Step 2 - 1st anniversary of FT perm. status	\$21.01	\$22.51	\$22.96	\$23.42
Step 3 - 2nd anniversary of FT perm. status	\$22.11	\$23.61	\$24.08	\$24.56
Step 4 - 3rd anniversary of FT perm. Status/Top	\$23.19	\$24.69	\$25.18	\$25.69
Equipment Operator				
Starting Rate (base)	\$19.59	\$21.09	\$21.51	\$21.94
Step 1 - Following completion of probation	\$20.79	\$22.29	\$22.74	\$23.19
Step 2 - 1st anniversary of FT perm. status	\$21.99	\$23.49	\$23.96	\$24.44
Step 3 - 2nd anniversary of FT perm. status	\$23.19	\$24.69	\$25.18	\$25.69
Step 4 - 3rd anniversary of FT perm. Status/Top	\$24.38	\$25.88	\$26.40	\$26.93
Forestry Technician				
Starting Rate (base)	\$18.81	\$20.31	\$20.72	\$21.13
Step 1 - Following completion of probation	\$19.91	\$21.41	\$21.84	\$22.27
Step 2 - 1st anniversary of FT perm. status	\$21.01	\$22.51	\$22.96	\$23.42
Step 3 - 2nd anniversary of FT perm. status	\$22.11	\$23.61	\$24.08	\$24.56
Step 4 - 3rd anniversary of FT perm. Status/Top	\$23.19	\$24.69	\$25.18	\$25.69
Foreman				
Starting Rate (base)	\$24.38	\$25.88	\$26.40	\$26.93
Step 1 - Following completion of probation	\$24.72	\$26.22	\$26.74	\$27.28
Step 2 - 1st anniversary of FT perm. status	\$25.06	\$26.56	\$27.09	\$27.63
Step 3 - 2nd anniversary of FT perm. status	\$25.40	\$26.90	\$27.44	\$27.99
Step 4 - 3rd anniversary of FT perm. Status/Top	\$25.73	\$27.23	\$27.77	\$28.33

Laborer				
Starting Rate (base)	\$17.34	\$18.84	\$19.22	\$19.60
Step 1 - Following completion of probation	\$18.41	\$19.91	\$20.31	\$20.71
Step 2 - 1st anniversary of FT perm. status	\$19.48	\$20.98	\$21.40	\$21.83
Step 3 - 2nd anniversary of FT perm. status	\$20.55	\$22.05	\$22.49	\$22.94
Step 4 - 3rd anniversary of FT perm. Status/Top	\$21.60	\$23.10	\$23.56	\$24.03
Senior Mechanic				
Starting Rate (base)	\$25.39	\$26.89	\$27.43	\$27.98
Step 1 - Following completion of probation	\$25.55	\$27.05	\$27.59	\$28.14
Step 2 - 1st anniversary of FT perm. status	\$25.71	\$27.21	\$27.75	\$28.31
Step 3 - 2nd anniversary of FT perm. status	\$25.87	\$27.37	\$27.92	\$28.48
Step 4 - 3rd anniversary of FT perm. Status/Top	\$26.04	\$27.54	\$28.09	\$28.65
Mechanic				
Starting Rate (base)	\$19.88	\$21.38	\$21.81	\$22.24
Step 1 - Following completion of probation	\$21.26	\$22.76	\$23.22	\$23.68
Step 2 - 1st anniversary of FT perm. status	\$22.64	\$24.14	\$24.62	\$25.12
Step 3 - 2nd anniversary of FT perm. status	\$24.02	\$25.52	\$26.03	\$26.55
Step 4 - 3rd anniversary of FT perm. Status/Top	\$25.39	\$26.89	\$27.43	\$27.98
Refuse Truck Operator				
Starting Rate (base)	\$21.57	\$23.07	\$23.53	\$24.00
Step 1 - Following completion of probation	\$22.46	\$23.96	\$24.44	\$24.93
Step 2 - 1st anniversary of FT perm. status	\$23.35	\$24.85	\$25.35	\$25.85
Step 3 - 2nd anniversary of FT perm. status	\$24.24	\$25.74	\$26.25	\$26.78
Step 4 - 3rd anniversary of FT perm. Status/Top	\$25.13	\$26.63	\$27.16	\$27.71

Tractor Trailer Operator				
Starting Rate (base)	\$19.88	\$21.38	\$21.81	\$22.24
Step 1 - Following completion of probation	\$21.10	\$22.60	\$23.05	\$23.51
Step 2 - 1st anniversary of FT perm. status	\$22.32	\$23.82	\$24.30	\$24.78
Step 3 - 2nd anniversary of FT perm. status	\$23.54	\$25.04	\$25.54	\$26.05
Step 4 - 3rd anniversary of FT perm. Status/Top	\$24.75	\$26.25	\$26.78	\$27.31
Tractor Trailer Operator – 18 Wheel				
Starting Rate (base)	\$20.15	\$21.65	\$22.08	\$22.52
Step 1 - Following completion of probation	\$21.36	\$22.86	\$23.32	\$23.78
Step 2 - 1st anniversary of FT perm. status	\$22.57	\$24.07	\$24.55	\$25.04
Step 3 - 2nd anniversary of FT perm. status	\$23.78	\$25.28	\$25.79	\$26.30
Step 4 - 3rd anniversary of FT perm. Status/Top	\$25.00	\$26.50	\$27.03	\$27.57
Tradesman				
Carpenter, Concrete Finisher, Electrician, Painter, Plumber, Vehicle Body Maintenance, Welder				
Starting Rate (base)	\$19.75	\$21.25	\$21.68	\$22.11
Step 1 - Following completion of probation	\$21.05	\$22.55	\$23.00	\$23.46
Step 2 - 1st anniversary of FT perm. status	\$22.35	\$23.85	\$24.33	\$24.81
Step 3 - 2nd anniversary of FT perm. status	\$23.65	\$25.15	\$25.65	\$26.17
Step 4 - 3rd anniversary of FT perm. Status/Top	\$24.96	\$26.46	\$26.99	\$27.53
Traffic Sign Maker				
Starting Rate (base)	\$19.59	\$21.09	\$21.51	\$21.94
Step 1 - Following completion of probation	\$20.79	\$22.29	\$22.74	\$23.19
Step 2 - 1st anniversary of FT perm. status	\$21.99	\$23.49	\$23.96	\$24.44
Step 3 - 2nd anniversary of FT perm. status	\$23.19	\$24.69	\$25.18	\$25.69
Step 4 - 3rd anniversary of FT perm. Status/Top	\$24.38	\$25.88	\$26.40	\$26.93

ATTACHMENT D
AGREEMENT FOR REIMBURSEMENT REPAYMENT

_____ (hereinafter "Employee") hereby agrees, as a condition of employment, to reimburse the City of Cleveland Heights for the cost of training that is incurred for Employee's benefit by the City of Cleveland Heights should Employee voluntarily leave employment with the City of Cleveland Heights during the three (3) years following the date of completing the training.

In the event that the Employer terminates the Employee's employment other than for cause during the three (3) years following the date of training completion, the Employee's obligations as related to this Agreement will be considered fulfilled.

The actual amount of the costs and fees incurred shall be acknowledged by Employee and the City of Cleveland Heights in writing on the Addendum to this Agreement once the actual cost is ascertained. Said cost shall be readily ascertainable as reimbursement of training fees, examination fees, if applicable and licensing fees, if applicable, etc. Documented costs incurred by the City shall not include employee salaries attributable to instruction or training.

Employee agrees to the following repayment schedule, based upon how long Employee remains employed by the City of Cleveland Heights:

- Less than one year after obtaining training 100%
- One year, but less than two years 75%
- Two years, but less than three years 25%

Employee further agrees that, to the extent permitted by law, the amount of reimbursement payable by me under this Reimbursement Repayment Agreement may be deducted from my last pay and/or any other sums due to me from the City of Cleveland Heights. Employee agrees that, in the event such withholding is insufficient to repay the full amount Employee owes, Employee will be responsible for repaying the difference between the amount deducted from my pay and the amount Employee owes under this Reimbursement Repayment Agreement. Employee further agrees that in the absence of any other mutual agreement, repayment will occur over a period of six (6) months from the date of separation. If Employee fails to pay any sums due under this Reimbursement Repayment Agreement, (i) interest will thereafter accrue on the unpaid amount at the rate of one percent (1%) per month and (ii) Employee will be responsible for all costs of collection including reasonable attorneys' fees.

This Agreement shall be construed under the laws of the State of Ohio. If any provision or part of a provision of this Agreement is determined to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, and if not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

MEMORANDUM OF UNDERSTANDING
ARTICLE 11, WORK HOURS AND OVERTIME, SECTION 3

The parties acknowledge that the modification in Article 11, Work Hours and Overtime, Section 3 (in the 2022-2025 CBA) to base overtime on time actually worked (including paid time as applicable and set forth in Article 11, Section 3) in excess of forty (40) hours in a work week, shall not be used as a basis to reduce an employee's normal work day or work week once an employee reaches forty (40) hours in the work week.