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CT-0402-NF- 2011-070

CONTRACT BY AND BETWEEN

THE CITY OF CLEVELAND

AND

MACHINISTS LOCAL NO. 439

Effective April 1, 2010 through March 31, 2013

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[Note that page numbers may change with final drafting] 6/12/08

Article 1
PURPOSE

(1) This contract sets forth a complete agreement between the City of Cleveland, hereinafter referred to as the "City" and Local 439 hereinafter referred to as the "Union" which represents employees as specified herein. Specifically, the Agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

(2) The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties. This contract shall comply with the laws of the United States, the State of Ohio and the City of Cleveland and all applicable governmental administrative rules and regulations which have the effect of law.

Article 2
RECOGNITION

(3) The Union is recognized as the sole and exclusive representative for full time employees who have completed their probationary period and the following job classifications for the purpose of establishing rates of pay, wages, hours, and other conditions of employment, but excluding all supervisors (as defined in the National labor Relations Act, as amended) and security employees:

Machinist
Machinist Helper

Article 3
MANAGEMENT RIGHTS

(4) Except as specifically limited herein, all rights are reserved to and remain vested in the City, including, but not limited to the sole right to:

A) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology and organizational structure.

B) Direct, supervise and evaluate or hire employees and to determine when and under what circumstances a vacancy exists.

C) Maintain and improve the efficiency and effectiveness of City operations.

D) Determine the overall methods, process, means, or personnel by which the City operations are to be conducted.

E) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, and schedule, promote or retain employees. Determine the adequacy of the work force.

F) Determine the overall mission of the City.

G) Determine the duties to be included in all job classifications and the standards of quality and performance to be maintained.

H) Promulgate and enforce work rules, City orders, policies and procedures.

I) Require employees to use or refrain from using specified uniforms or other tools of duty.

J) Determine hours of work and work schedules.

K) Privatize or subcontract services.

L) Effectively and efficiently manage the work force and to utilize personnel in the manner determined by the City to be most effective and efficient.

M) Take actions to carry out the mission of the public employer as a governmental unit.

(5) Notwithstanding Chapter 4117.08 of the Revised Code, the City is not required to bargain on any subjects -- including, but not limited to, those enumerated above -- reserved to and retained by the City under this Article. Therefore, Local 439 agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Article 4117.08 (C) of the Revised Code or pursuant to this Article of this Agreement.

Article 4
UNION RIGHTS

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

Article 5
NO-STRIKE

(7) The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly, or indirectly, in any strike. For the purposes of this section, "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of including, influencing, or coercing a change in wages, hours, terms, and conditions of employment for the duration of this Contract or any extension thereof.

(8) Violations of this paragraph may constitute an unfair labor practice as determined and remediable by the State Employment Relations Board. In the event an Unfair Labor Practice is determined by the SERB, the City will not subsequently impose discipline except as recommended by SERB.

(9) It is understood that all orders of City supervisors shall be complied with during the period when a dispute is being processed through the Grievance Procedure, provided, that no employee shall be required to obey an order which would jeopardize his life or cause bodily injury.

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

Article 6
LIMITED RIGHT TO STRIKE

(11) Upon or after expiration or termination of this Contract or any extensions, employees have the right to strike under Chapter 4117 of the Revised Code provided that the employee organization representing the employees have given a ten (10) day prior written notice of an intent to strike to the public employer and to the Board; however, the Board, at its discretion, may attempt mediation at any time.

Article 7
NON-DISCRIMINATION

(12) The City and the Union hereby state their commitments, legal and moral, not to discriminate in any manner relating to employment or representation on the basis of race, creed, national origin, sex, disability, or age.

Article 8
UNION SECURITY

(13) It has been determined that at least 40% of the eligible employees in the bargaining unit of Local 439 are members of the Union, therefore, the City agrees that all employees in the Union's bargaining unit shall thereafter be either members of the Union or be required to pay a fair share fee to the Union as a condition of continued

employment in accordance with the terms of Chapter 4117.09(C). As provided by that statute, such fair share fee requirement shall not be effective until at least sixty (60) days following the beginning of employment or completion of the probationary period, whichever is less

(14) The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that --

1. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union within 30 days of the termination of this contract;

2. The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

(15) Deductions shall be made during the second pay period of each month, but 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. The Union shall provide the City with at least thirty (30) days advance written notice of any changes in the dues or fair share fee deduction amounts.

(16) All deductions, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

(17) The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and Union jointly).

Article 9
UNION REPRESENTATION

(18) The City recognizes the right of the Union to select local officers, stewards and alternate stewards to represent employees on grievances arising under this contract as follows:

(19) The alternate steward shall act as steward when the steward is absent from work. It is the responsibility of the Union to have a steward or alternate steward assigned to each work location. A local Union Officer may act when necessary in place of a steward. Local officers and stewards shall not be transferred from their respective departments or shifts during their term of office upon mutual agreement between the City and the Union. The Union will provide on a divisional basis, a list of local officers,

stewards, and alternate stewards. The Union will notify the City of any changes in such lists.

(20) A steward or alternate steward or local officer shall be permitted to investigate and process grievances and attend meetings provided for in the grievance procedure without loss of regular straight-time pay. Officers shall be permitted to investigate and process grievances at work locations where members are employed and in the absence of a steward. Local Union Officers and Stewards shall be permitted to attend meetings on City property as provided by the grievance procedure without loss of regular straight-time pay. Such activity will be with proper regard for the City's operational needs and work requirements. All such activity will be with prior permission of an employee's supervisor and shall be logged on forms provided by the City for that purpose.

(21) Officers shall be permitted to attend pre-third step meetings at the Union Hall upon prior notification by the Union and approval by the City as to the date, time, and names of those officers required. Such meetings are not to exceed three (3) hours and shall be the sole reason that an employee shall be at the Union Hall without loss of regular straight-time pay.

> It the mutual responsibility of the City and the Union to cooperate in good faith in providing a fair and timely grievance while at the same time keeping to a minimum the time lost due to the investigation and processing of employee grievances. Any suspected abuses of this procedure shall be brought to the attention of the Staff Representative and/or subject the officer or steward to disciplinary action, inclusive of forfeiture of pay for any time abused.

Article 10
UNION VISITATION

(22) The staff representative of the Union shall be admitted to the City's facilities and sites during working hours upon reasonable advance notice to the appropriate Appointing Authority or his designee. Such visitations shall be for the purpose of ascertaining whether or not this Contract is being observed by the parties, to participate in the adjustment of grievances or to attend other meetings as provided herein. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the City.

Article 11
PROBATIONARY PERIOD

(23) Effective January 1, 2002, new employees shall be on a one hundred eighty (180) day probationary period. Said period may be extended an additional thirty (30) days upon the mutual written agreement of the City and the Union. Probationary employees may not file grievances protesting discharge/termination during the employee's probationary period.

Article 12
SENIORITY

(24) Job classification seniority is defined as an employee's length of service while holding the same classification. The employee shall receive credit for all time spent on the City's payroll in that classification. Job classification seniority would be used where applicable in other provisions of this Contract.

(25) City employment seniority shall be defined as an employee's continuous length of service, effective from date of hire. City employment seniority would be applied as described in other provisions of this Contract.

(26) City employment seniority shall be terminated when an employee:

a. quits or resigns;

b. is discharged for just cause;

c. is laid off for a period of more than twenty-four (24) consecutive months;

d. is absent without leave for five (5) consecutive calendar days and fails to give proper excuse or notice of the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee;

e. fails to report for work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by certified mail (to the employee's last known address, as shown on the City's record).

(27) An original appointment is the first appointment (hire) of an employee in the classified Civil Service of the City of Cleveland. The appointment shall be any appointment made from an eligible list, created as a result of either a competitive or non-competitive entrance examination, or by the registration of the unskilled labor class. Original appointment shall include all appointments made into the classified service of the City, including regular and temporary appointments,, but shall not include the promotional appointment of a City employee pursuant to procedures contained in this collective bargaining agreement.

(28) The City will provide the Union with a list of all employees within the bargaining unit listing name, job classification, department, date of hire, and date of classification not more than twice a year upon request by the Union.

(29) It is the obligation of each employee to keep the City advised of his current address and, for purposes of this Contract, the City may rely on the last address supplied by an employee.

Article 13
LAY-OFFS

(30) Whenever it is necessary to reduce the working force of the City, either for lack of work or lack of funds, employees shall be laid off based upon City-wide seniority within the Bargaining Unit. Machinists are qualified and can be required to perform the responsibilities of Machinist Helpers. Unit leaders will be required to show on their daily logs any time employees spend in performing the responsibilities of another classification:

a. Temporary employees.
b. Certified employees.

(31) When a layoff is necessary, certified employees shall be laid off on the basis of classification City-wide seniority within the Bargaining Unit.

(32) When a layoff is necessary, temporary employees shall be laid off on the basis of classification seniority within their division.

(33) Before any bargaining unit employee is given notice of layoff, the City will notify the Union.

(34) Regular full-time employees shall be given a minimum of ten (10) days advance written notice of layoff indicating the circumstances which make the layoff necessary. Exceptions to the above will be provided for by mutual consent between the City and the Union.

(35) In the event an employee is laid-off, he shall receive payment for earned, but unused vacation as quickly as possible, but not later than ten (10) days after the layoff.

Article 14
RECALL

(36) Whenever any regular appointee is laid off for lack of work or lack of funds, the name of such person shall be placed at the head of the eligible list on the basis of City-wide seniority within the Bargaining Unit. When two or more employees have been laid off, whether at the same time or not, their names shall be placed at the head of such eligible list in order of City-wide seniority within the Bargaining Unit Such employees shall be eligible for reappointment or recall for a period of two (2) years from the effective date of the layoff.

(37) The City will provide the Union with a seniority list of all employees within the bargaining unit within sixty (60) calendar days after the signing of this contract. The seniority list shall contain the name, job classification, department, and the date of classification entry of all employees in the bargaining unit. Thereafter, the City will provide the Union with an accurate updated seniority list as of July 1st of each succeeding year.

Article 15
LEAVES OF ABSENCE

General Leave

(38) All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms to be provided by the City. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists.

(39) An employee to be using a leave of absence for a purpose other than that, for which it is granted, shall result in discipline up to and including discharge.

(40) An employee who fails to report to work at the expiration or cancellation of leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to loss of seniority.

Funeral Leave

(41) An employee will be granted a leave of absence with pay to be charged against his accumulated sick leave with pay, in the event of the death of his spouse, mother, father, grandparents, grandchildren, person who has been. in loco parentis to the employee, mother-in-law, father-in-law, child, brother or sister, as follows:

a. If the funeral is within Ohio - 5 working days.

b. If the funeral is outside the State of Ohio - 7 working days.

c. To be eligible for funeral leave, an employee must provide the City with a funeral form and must attend the funeral, and the failure to do so, or a misrepresentation of facts related to a funeral leave, shall be proper cause for disciplinary action (including forfeiture of pay for the leave).

Jury Duty

(42) An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence with pay for the period of jury or witness service, as provided herein:

a. An employee must present verification of his call to jury duty or witness duty;

b. If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature; and,

c. Turn in the amount received as a jury or witness fee to the City Treasurer in order to receive his regular pay for this time period.

(43) An employee who is required to appear in court for reasons outside the scope of his employment, other than jury duty, shall be granted vacation time or an excused absence (non-paid) provided that:

Documentation is provided either in the form of a subpoena or letter from a participating attorney; and the request for an excused absence (non-paid) or vacation time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

Military Leave

(44) An employee shall be granted an extended leave of absence without pay for military duty in accordance with state and federal law and, after discharge, shall be restored to employment with the City upon request, in accordance with state and federal law.

(45) Employees who are drafted or who enlist in the United States Armed Forces shall be granted a one (1) day leave of absence with pay for the purpose of taking a military physical. Upon return from military leave, an employee will be reinstated at the current applicable rate of his classification in accordance with law and the provisions as set forth herein.

(46) A non-probationary employee of the City who is temporarily called to active duty (e.g., summer training) shall be granted a leave of absence for the duration of such active duty and shall be paid the difference between his regular pay and his service pay, upon the City's receipt of a service pay voucher, for a period not to exceed thirty one (31) days in any calendar year and further shall accumulate vacation and sick leave with pay credit during the period of such leave.

(47) Any non-probationary employee who is entitled to the leave as stated above and who is called to military duty for a period in excess of thirty one days in any one calendar year, for each calendar year in which military duty is performed because of an Executive Order issued by the President of the United States or an Act of Congress is entitled, during the period designated in the Order or Act, to a leave of absence and to be paid, during each month of that period, the lesser of the following:

(1) The difference between his/her gross monthly wage or salary as an employee and the sum of his/her gross military pay and allowances received that month; or

(2) Five hundred dollars.

The employee shall not receive payments under this paragraph if the sum of his/her gross military pay and allowances received in a month exceeds his/her gross monthly wage or salary as an employee or if the permanent public employee is receiving his/her

pay pursuant to paragraph 46. Employees on Military Leave who thereafter return to employment with the City shall receive retirement and longevity credit for all time spent in active military service receive retirement and longevity credit for all time spent in active military service.

Union Leave

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

a. Any request for leave must be made at least five days prior to the date of such leave; however, any request for a leave of thirty (30) days or more must be made at least thirty (30) days prior to the day of such leave.

b. Any Union leave shall not extend beyond one (1) year.

c. The approval and authorization of any Union Leave shall be contingent upon operational needs as determined by Management.

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

Educational Leave

(50) An employee may be granted, a leave of absence without pay for educational purposes relating to the operations of the City.

Meritorious Leave

(51) For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for good cause shown for a period not to exceed ninety (90) days. The granting of such leaves will be based on the operational need of the employee's department.

Sick Leave Without Pay

(52) After an employee has exhausted his sick leave with pay, he or she shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness, injury, or pregnancy (including postpartum recovery period), upon request, supported by medical evidence satisfactory to the City if the employee has reported such illness, injury, or pregnancy (including postpartum recovery periods), to his or her department head or immediate supervisor by no later than the second day of absence. If the illness, injury, or pregnancy (including postpartum recovery periods), continues beyond six (6) months, the City may grant additional sick leave under this paragraph upon request. An employee on sick leave is

expected to keep the City informed on the progress of his or her illness, injury or pregnancy (including postpartum recovery periods), as circumstances allow. Any employee who has been on sick leave for three (3) or more consecutive workdays may be required to submit to and pass a physical examination before being permitted to return to work.

Article 16
SICK LEAVE WITH PAY

(53) All regular full-time employees shall be credited with paid sick leave at the rate of ten (10) hours per month or fifteen (15) workdays per year. Unused paid sick leave has been cumulative in accordance with the provisions of the memorandum of October, 1972, and sick leave shall continue to accumulate without limitations.

a. Paid sick leave shall be granted only for pregnancy leave, actual sickness or injury, confinement by reason of a contagious sickness, or visit to a doctor or dentist for medical care of the employee or his immediate family, and pregnancy (including postpartum recovery periods).

b. Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed his initial probationary period with the City.

c. No paid sick leave shall be granted unless the division authority designated by the City is notified of the sickness/illness no later than the start of the employee's scheduled shift on the first day of the absence due to sickness/illness. Absences not reported as stated above may be excused by his employer if the appointing authority or his designee determine that there were unusual circumstances which were beyond the employee's control. An employee is required to either call in on each day off or he may notify the City of the tentative length of his absence.

d. A certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who has been so notified in writing that he has demonstrated a patterned abuse over the preceding months or after any illness requiring hospitalization. The certificate must include: re-employment date, work capable of being performed, and all restrictions. An employee shall be required to submit a doctor's certificate for any sickness beyond three (3) days.

   The validity of all medical excuses and physicians' certificates are subject to review by a City physician. Any reviews or medical examinations ordered by the City shall be done on City time.

e. Once an employee has exhausted his accumulated sick leave with

pay, he shall be granted sick leave without pay subject to the same provisions as those which govern the use of sick leave with pay.

f. Upon retirement or death, an employee, or his legal representative, shall have the right to convert his accumulated sick leave into cash at the rate of one (1) day's pay for each three (3) days of unused accumulated paid sick leave. The pay rate used shall be the same three (3) year average as used under PERS.

g. Once each year, the City will distribute to all regular full-time employees an annual statement fully advising the employee of his sick leave status.

h. An employee who is hurt on the job shall have the option of using his paid sick leave, worker's compensation benefits, or his vacation, whichever he prefers.

i. Employees shall be permitted to take sick time in increments of one (1) hour.

(54) Voluntary Sick Leave Contribution: Employees who are not on an absence abuse list shall be entitled to voluntarily contribute earned but unused, accumulated paid sick leave for the use of another bargaining unit employee who must have exhausted his own sick leave, vacation and personal leave. Employees who are on absence abuse likewise are not eligible to receive contributed sick time hours without management approval. The following conditions apply:

(a) An employee may contribute up to a maximum of forty (40) hours of his accumulated paid sick leave but must retain at least one hundred (100) hours of accumulated leave after any contribution. The employee so contributing his paid leave shall have such contributed time deducted from his accumulated sick balance. Each employee is limited to a total of 40 hours of accumulated paid sick leave hours that he or she may donate per calendar year.

(b) Any agreement to contribute must be in writing and signed by contributing employee and his union representative and subject to final approval by the City's office of Labor Relations. A copy of the agreement will placed in each employee's file.

(c) Any employee determined by the City to have bought or sold sick leave hours shall be subject to discipline up to and including discharge.

(d) The City may, at its election, cancel this program by serving notice to the Union three (3) months in advance of said cancellation date. Said cancellations shall not be done on an arbitrary and or capricious basis.

Article 17
FAMILY MEDICAL LEAVE

(55) As appropriate, the City will designate an employee's use of paid or unpaid time as Family Medical Leave consistent with the Family Medical Leave Act and Sick Leave of Absence policies.

Article 18
ASSIGNMENT OF WORK - TEMPORARY TRANSFERS

(56) All employees shall be required to perform any and all authorized duties regardless of their usual or customary duties or job assignment. Transfers to Machinist Unit Leader will be used, as needed, when a regular Machinists Unit Leader is open due to vacation, leave of absence, furlough, etc. Transfers to non-bargaining unit jobs shall be limited to the Machinist Unit Leader position.

(57) An employee shall be temporarily assigned to work in either an other than bid/awarded location or in another classification by receiving a written notice of said transfer if it exceeds eight (8) hours. A temporary transfer shall not exceed thirty (30) working days except; to fill a vacancy caused by an employee being on an approved leave of absence; to provide vacation relief scheduling; to fill a vacancy pending permanent filling of said vacancy, or during plant shutdowns, wherein temporary transfer shall not exceed the actual shutdown; to meet an emergency situation.

(58) When an employee is temporarily transferred to another classification he/she shall receive his/her regular rate of pay unless the rate of pay for such other classification is greater. If the rate for the temporarily assigned classification is greater, the employee shall receive the rate of pay of the employee he/she is replacing.

(59) If an assignment under this section other than the noted exception exceeds thirty (30) days, said opening shall be posted and filled.

Article 19
JOB EVALUATION AND DESCRIPTION

(60) The City has the sole and exclusive right to make job evaluation and job descriptions and create job classifications when it deems appropriate.

(61) In the event a new classification is established by the City which is related to an existing classification in the bargaining unit, the City will promptly notify the Union prior to placing the classification into effect and grant the Union recognition. The parties agree to meet within seven (7) days of the notice to mutually agree upon the new classification and rate of pay. If an agreement cannot be reached, the matter may be submitted to arbitration for the purpose of determining a rate of pay.

(62) In the event the name of a classification in the bargaining unit is changed and the work duties remain substantially unchanged, the City will promptly notify the Union of said change.

(63) If a substantial change in a job occurs, the Union may ask for a meeting with the City to discuss the situation. The Union, at this meeting, must demonstrate a significant change as relates to the skill level now required of the existing classification which would warrant an increase in pay. If the City agrees, a new rate shall be agreed to. If an agreement cannot be reached, the matter may be submitted to arbitration for the purpose of determining a rate of pay. The Union will be notified seven (7) days prior to any changes in duties or standards of quality and performance.

Article 20
PROMOTIONS AND TRANSFERS

(64) Whenever management determines there is a vacancy in a classification within the bargaining unit, the City shall post bid openings at all plant locations at the same time to make one coordinated move to fill openings, with a copy to the Union, and the Chief Steward. The bid notice shall contain: the classification, job description, minimum qualifications as determined by Civil Service, shift and salary or pay band. The bid notice shall be posted for ten (10) consecutive days. Employees who meet the minimum qualifications may fill out job bidding forms, with a copy provided to the employee. Five (5) days thereafter, a notice shall be posted stating who, if anyone has been awarded the position.

(65) At the discretion of the Appointing Authority, he may post an informational bid in other divisions within the department; however, under no circumstances shall an Appointing Authority be required to award a bid to an employee from another division.

(66) Bid notices shall be posted for the following vacancies as they are determined by the City:

a. A vacancy in a work location to be filled by an employee from another work location in the same classification.

b. The preceding types of vacancies shall be awarded to the employee with the most job classification seniority provided he has the ability to perform the work. The City reserves the right to choose the most qualified person if operational needs dictate an exception.

c. A vacancy in a bargaining unit classification to be filled by an employee holding a lower classification shall be awarded to the employee with the most job classification seniority in the lower classification provided he or she has the ability to perform the work.

(67) An employee who is awarded a lateral bid position shall be ineligible to bid on future openings at the City's discretion for twelve (12) months following successful completion of the applicable probationary period. An employee on a promotional or lateral bid has up to forty-eight (48) hours to cancel bid after accepting the bid. When an employee has been awarded a position in accordance with the above procedure, that

employee's previous position shall not be considered a vacancy under this section although an Appointing Authority may post a bid notice for that position if he/she deems it appropriate.

Article 21
HOURS OF WORK

(68) The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals, during the period starting 12:01 a.m. Monday to Midnight Sunday, except where different hours are necessary to meet operational requirements. The City reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours.

Article 22
OVERTIME-PREMIUM PAY

(69) All employees shall receive time and one-half (1/2) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week (excluding employees on a special work week schedule).

(70) All employees shall receive time and one-half (1/2) their regular rate of pay for all hours worked in excess of eight (8) in one (1) day during the period of the start of his shift to the beginning of the next shift.

(71) All employees shall receive time and one-half (1/2) their regular rate of pay for all hours worked on holidays.

(72) All paid holiday hours and paid vacation/personal hours shall be counted as worked for the purpose of computing overtime. Paid sick leave and compensatory time shall not count towards the calculation. Unexcused sick leave will not count toward the computation of overtime.

(73) There shall be no pyramiding of overtime or other premium pay compensation, and overtime pay shall be computed on whatever total overtime hours are the greater for the week, either on a daily or a weekly basis, but not on both.

Article 23
EQUALIZATION OF OVERTIME

(74) The City shall be the sole judge of the necessity for overtime. When overtime is required, the City shall offer the available overtime to employees within the same operating work unit in accordance with job classification seniority. This overtime shall be equalized on a continuing basis. All overtime shall be voluntary and an employee shall have the right to refuse an overtime assignment, except for emergencies; provided that an employee will be excused for personal emergency if a replacement can be obtained in time to meet the City's emergency. For the purposes of this paragraph, an emergency is defined as an impairment to City services or operations

which cannot be delayed until the beginning of the next regular work day. Contiguous work extending beyond the normal work schedule shall not be subject to this section.

a. In emergency situations, the Union recognizes the City's right to assign overtime on the basis of the specific qualifications the City deems important in responding to the overtime (emergency) situation regardless of seniority or the equalization of overtime list.

(75) A record of all overtime hours worked by each employee shall be recorded on a list by the City, Supervisor, Timekeeper, or Payroll Clerk keeping the record, which shall be available to the employees or the Union upon their request. All overtime hours shall be recorded on a daily basis by the City.

(76) Supervisor shall not assign overtime work that is conventionally performed by members of the bargaining unit unless employees in the classification needed or the worker who are in the appropriate list for overtime are unavailable or refuse the overtime work.

Article 24
DOCKING

(77) The City will dock employees on the basis of 1/10 (or 6 minutes) per hour.

Article 25
LONGEVITY PAY

(78) Longevity is tenure with the City while in a pay status. Time in authorized leaves of absence shall be deducted for purposes of computing the amount of employment. For an employee to be eligible to receive longevity pay in a given year, his longevity time must have been accumulated by March 1st of that year and the employee must have been in a pay status at some time between January 2nd and March 1st of that year.

(79) On or before March 31st of each year, all regular full-time employees shall receive longevity pay as follows:

YEARS OF SERVICE	AMOUNT
After 5 years	$300.00
After 10 years	$475.00
After 15 years	$575.00
After 20 years	$700.00
After 25 years	$800.00

Article 26
SHIFT PREMIUM

(80) For those bargaining unit employees on the normal eight (8) hour day, five (5) day per week workweek, shifts are defined as follows:

1st Shift: An employee for whom the majority of his normal hours of work fall after 7:30 a.m. and before 3:00 p.m.

2nd Shift: An employee for whom the majority of his normal hours of work fall after 3:00 p.m. and before 12:30 a.m. receives a shift premium of twelve cents ($.12) per hour. Effective April 1, 1993, said amount shall be increased to twenty-two cents ($.22) per hour.

3rd Shift: An employee for whom the majority of his normal hours of work fall between 12:30 a.m. and 7:30 a.m. receives shift premium of twenty-three ($.23) cents per hour. Effective April 1, 1993, said amount shall be increased to thirty-three cents ($.33) per hour.

(81) Employees equally rotating between all three shifts shall receive eighteen cents ($.18) per hour. Effective April 1, 1993, said amount shall be increased to twenty-eight cents ($.28) per hour. All shift premiums are paid on a straight time basis only.

Article 27
HOLIDAYS

(82) All regular full-time employees shall be entitled to eleven (11) paid holidays as follows:

New Year's Day
Dr. Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

(83) Employees are entitled to two (2) eight (8) hour floating holidays in each calendar year. Floating holidays may be used in no less than 4 hour blocks and will be contingent upon operational needs and a request by the employee being submitted for consideration at least three (3) days prior to the date being requested. If operating needs of the Department cannot be met because there are too many requests for a specific day, or for any other reason, the request will be considered and approved in accordance with seniority guidelines.

(84) A new hire cannot use floating holidays during his/her probation period. To be entitled to holiday pay, an employee must actually work on his or her last scheduled workday before and the first scheduled workday after the holiday. Absences on the last scheduled day prior to and first scheduled day after the holiday due to prior approved vacation leave, personal leave or funeral leave shall not disqualify the employee from

his or her entitlement to holiday pay. Other absences entitling an employee to holiday pay shall be solely at Management's discretion.

Article 28
VACATIONS

(85) All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of City service as of December 31st of the preceding year, as follows:

Years of Service	Vacation
After 1 year	10 Days
After 8 years	15 Days
After 12 years	20 Days
After 22 years	25 Days

(86) The administration of vacations (including eligibility requirements) shall be in accordance with the following rules and regulations:

a. Any employee who has completed less than one year of continuous employment by December 31st of the previous year shall receive one workday off for each month worked prior to December 31st of the previous year, but not to exceed ten (10) days. New employees whose starting date is prior to the 16th of the month shall be credited with one (1) day of vacation for that month.

b. For vacation purposes, an employee's continuous employment is defined as the period of time during which he is continuously listed as an employee on the rolls of the City, including authorized paid leaves of absence.

c. If an employee is discharged for cause or quits, and is re-employed at a later date, his length of continuous employment will be computed from the date of his re-employment.

d. An employee who is laid off and is later re-employed shall be given credit for his service before the lay off, but no credit will be given for that period of time during which the employee did not work.

e. Time in authorized leave of absence shall be deducted for purposes of computing the amount of employment.

f. An employee transferred from one division to another shall be given credit for his service elsewhere with the City, providing such employment has been continuous.

g. An employee who is on leave of absence without pay for a period totaling

more than thirty (30) calendar days in any calendar year, shall earn vacation leave at the rate for which he is eligible, based on length of service, as follows: 1 day per month, not to exceed ten days: eight years, but less than twelve (12) years service - 1 1/2 days per month, but not to exceed fifteen days; twelve years, but less than twenty-two (22) years service - two (2) days per month, not to exceed twenty days; twenty-two years service - 20 days per month not to exceed twenty-five (25) days.

h. An employee may use any vacation leave earned prior to December 31st of the preceding year. Vacation leave being earned currently in any calendar year may not be used until after December 31st of that year.

i. Vacations shall be taken during each current year, provided that the City may permit an employee to accumulate and carry over his vacation leave to the following year and must be taken during that period of time.

j. If an employee is laid off or terminated prior to taking his vacation earned but not used for the previous year, he shall be paid in full for that vacation time, in addition to receiving pro-rata vacation earned during the current year in which he terminates.

k. The estate of a deceased employee shall receive payment for any unused leave, including pro-rata vacation earned during the current year, for which the employee was eligible at the time of death.

l. Any employee eligible for vacation under existing rules, who enlists or is inducted into the armed forces, shall at the time of leaving for military service, be paid in full for all accrued vacation time (earned but not previously taken).

m. A returning serviceman may be entitled to his vacation in the calendar year following the year of his return on the same basis as if he had been on the City payroll during the full preceding calendar year, providing he returns to duty within six (6) months of discharge from military service.

n. If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or at the end of his vacation, at his option.

(87) Employees may take their vacation during the calendar year at the convenience of the City. During the first quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by the City their vacation leave preferences, and promptly thereafter a written vacation schedule (by department) will be prepared by the City with priority given to employees according to their job classification seniority to the extent consistent with operational requirements. Once the departmental vacation schedule is determined, it shall not be changed without the consent of the involved employee(s) except in response to an operational emergency. Any employee who fails to make his vacation application during the appropriate period will be given his

vacation leave without regard to seniority, based upon when his application was made.

Article 29
CALL-IN PAY

(88) An employee who is called in to work at a time non-contiguous to his regularly scheduled shift shall receive a minimum of 4 (four) hours pay at his or her applicable straight-time rate of pay. If the employee is required to work in excess of 4 hours he or she shall receive the regular straight time rate of pay for all hours actually worked. If the call-in flows into his or her normal work time, the employee shall be paid the premium rate for all hours worked in excess of 8 (eight) hours actually worked.

Article 30
HEALTH COVERAGE

HOSPITALIZATION

(89) The City agrees to provide single or family coverage, whichever is applicable, for each eligible employee enrolled in any of the health coverage plans for the term of the Labor Contract under the terms and conditions set forth in this Article. There shall be no duplicate coverage if both spouses are on the City's payroll. There shall be no reduction in benefit levels afforded by said plans unless by mutual agreement of the City and the Union.

A) Effective April 1, 2010 through March 31, 2012, the City shall provide the health-insurance plan design attached to the Agreement as an addendum. The City shall have the right to change insurance carriers provided the City first convenes a Health Care Committee in which all unions are given an opportunity to be represented. The City shall negotiate through that Health Care Committee over the change in carriers before implementing any changes in health care carriers.

B) Employee premium cost-sharing contributions and other terms are as follows:

	Single	Family
MMO Plus	$52.50	$105
HMO Health Ohio	$62.50	$125
Kaiser	$67.50	$135

1) Health care deductions of one-half the above amounts shall be made the first two pay periods of each month.
2) For all mental, nervous and substance abuse treatment, in patient and out patient coverage shall be that set forth as

part of the health care insurance plan selected by the employee.

3) The prescription program shall be that set forth as part of the health care insurance plan selected by the employee.

4) Health care coverage shall be that set forth in the Summary Plan Description for the plan selected by the employee.

VISION INSURANCE

(90) The City shall issue a request for proposals to provide a vision care benefit for all employees. The City shall begin this process as soon as practicable.

LIFE INSURANCE

(91) All regular full-time employees who have completed ninety, (90) days continuous service with the City will be provided with $15,000 Group Term Life Insurance.

DENTAL INSURANCE

(92) All regular full-time employees and dependents will be covered for Dental care.

Article 31
PAY DAY

(93) The City shall regularly pay all employees every other week, on either Wednesday, Thursday, or Friday. If the payday falls on a holiday, the City will pay all employees the day before the holiday.

A) At an employee's discretion, he or she may designate to be paid by direct deposit, hand delivery through the Supervisor and/or Timekeeper, or by debit card (issued by the City).

B) Employees who receive a paycheck by hand delivery, who are not scheduled to work on the date of the issuance of the paycheck, will make arrangements through the Supervisor and/or Timekeeper to properly receive their paycheck.

C) City time is not to be used for cashing a paycheck.

D) The City will process any payroll error in the first regular pay period following written notification of an alleged error by the employee or employee's union representative to the employee's Supervisor.

E) The City will notify the Union of any changes in the above provisions five (5) days in advance of such a change.

Article 32
PERSONNEL RECORDS

(94) An employee shall, upon request, be permitted to review his/her Divisional personnel records file, except reference letters, in the presence of appropriate supervision and he/she may initial and date the contents found therein. Only copies of letters of discipline, evaluations and commendations shall be made available to the employee at the time of issuance. However, any materials in the employee's personnel record which have not been seen or signed by him/her or which are more than two (2) years old at the time discipline is being considered shall not be used against him/her. The signing of any materials to be placed in an employee's personnel record does not indicate agreement by the employee as to the contents of the material but does acknowledge he/she has seen it.

Article 33
PARKING TICKETS

(95) Employees who fail to pay moving violations, fines, and/or parking tickets/fines received on City vehicles after ratification of this collective-bargaining agreement shall authorize the City to deduct the amount of the fines from their pay once the administrative appeal process, if applicable, has been exhausted.

Article 34
DISCIPLINE

(96) Whenever the City determines that an employee may be subject to discipline, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written testimony. The City shall notify the affected employee and his/her Union representative of the day and time of the conference and the incident for which discipline is being considered. The employee's Union representative shall be present at the pre-disciplinary conference unless otherwise agreed between the City and said employee and his representative. Any such agreement shall be reduced to writing, signed by both parties and submitted to the City for the record. An employee may also elect, in writing, to waive the opportunity for a pre-disciplinary conference.

(97) At least five (5) working days prior to meetings of the Accident Review Committee, the City shall provide the Union with the names of any bargaining unit members whose accidents are being reviewed at that meeting and copies of any reports or statements regarding the accident.

(98) An employee who is disciplined must be disciplined within five (5) working days of the event(s) upon which the discipline is based, or within a reasonable time from the date the City had knowledge of said event(s). Disciplinary probationary periods shall commence on the date of the notice of the discipline letter. In the case of suspension or discharge, the employee shall be advised of his/her right to have his/her Union representative present and, upon request, will be permitted to discuss his/her

suspension or discharge with the Union representative in an area made available by the City before he/she is required to leave the premises. If a Steward is being disciplined, he/she has the right to be represented by a Union Official.

(99) Both the employee and the Union President shall be given a copy of any warning, reprimand or other disciplinary action entered on the employee's personnel records within five (5) working days of the action taken. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason(s) for which he has been suspended or discharged. In the case of suspension, the employee will be advised of the duration of the suspension. All disciplinary action can be appealed through the grievance procedure or, where appropriate, through the Civil Service Commission.

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

(101) All employees are obligated to report convictions for DUI or drug related offenses and failure to report may result in immediate discharge.

ARTICLE 35
GRIEVANCE PROCEDURE

(102) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. It is the intent of the City and the Union to share information pertaining to grievances at all steps of the Grievance Procedure.

(103) A grievance is defined as a dispute or difference between the City and employee(s) or the City and the Union concerning the interpretation and/or application of and/or compliance with any provision(s) of this Contract, including any and all disciplinary actions. A Group Grievance is a grievance filed by a group of employees relating to a single common issue or event covered by this Contract. A Policy Grievance is a grievance filed by the Union relating to a single common issue or event covered by this Contract. The grievance form shall set forth the complete details of the grievance, i.e., the facts upon which it is based, the paragraph(s) allegedly being violated, the approximate time of occurrence and the relief or remedy requested. It is understood that a written grievance may be amended by the Union at any time during the grievance Procedure. However, all amendments must be presented prior to the start of the Step Three (3) meeting at which the amended grievance is to be heard, except in the case of grievances which begin at Step 3, in which case all amendments must be presented not later than thirty (30) calendar days prior to arbitration.

(104) It is important that the employee's grievance(s) regarding unjust or

discriminatory discharges, and/or payment of wages/Step placement be handled promptly. Therefore, all such grievances shall be reviewed through the Grievance Procedure beginning at Step Three (3) within ten (10) working days as in Step One (1).

Step 1: When a grievance arises, the following procedure shall be followed: An employee who believes he has a grievance has a right to notify his Union representative of the situation and to discuss the alleged violation. This discussion shall take place with regard for the City's operational needs, but as soon as is reasonably possible. The grievance shall be reduced to writing and presented to the Commissioner or Appointing Authority or his designee within ten (10) working days of the event(s) giving rise to said grievance. The Commissioner or Appointing Authority or his designee shall meet with the Steward and Staff Representative within ten (10) working days from the date of receipt of the grievance in an effort to resolve the grievance. Within ten (10) working days after this meeting, the Commissioner or Appointing Authority or his designee shall give a written answer to the Steward and Staff Representative. Each grievance shall be answered separately. The answer shall set forth in detail the settlement reached between the parties and shall include the grievance number, grievants name, and the date of the grievance hearing. Agreement on this settlement shall be noted by both parties, in writing, on the grievance answer. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

Step 1-A: Any disciplinary action involving suspension of eleven (11) working days or more, or a disciplinary reduction in rank or pay may be appealed to the Civil Service Commission in accordance with its rules and regulations. An employee may choose to appeal such disciplinary action by filing either a grievance or an appeal to the Civil Service Commission, but in no case shall an employee be permitted to utilize both procedures. If an employee does not file a grievance within the ten (10) working day time limit or files an appeal through both the grievance procedure and the Civil Service Commission the employee shall be deemed to have chosen to appeal to the Civil Service Commission. Decisions of the Civil Service Commission are not appealable through the grievance procedure.

Step 1-B: Disciplinary suspensions of eleven (11) working days or more, or any disciplinary reduction in rank or pay which is appealed through the grievance procedure shall be submitted in writing within the ten (10) working day time limit to Step 2 of the grievance procedure. All discharge grievances shall be directly appealed to Step 3.

Step 2: If the grievance is not satisfactorily settled at Step One (1), it shall be presented in writing to the employee's Director or his designee within ten (10) working days of the receipt of the Step One (1) answer. Within five (5) working days thereafter, the Director or his designee shall meet with the Local Union Representative. Within ten (10) working days after the Step Two (2) meeting, the Director or his designee shall give a written answer, as defined in Step One (1), to the Local Union Representative.

Step 3: If the grievance is not satisfactorily settled at Step Two (2), it shall be presented in writing to the City's Labor Relations Representative, with a copy to the affected Director or his designee, within ten (10) working days after receipt of the Step Two (2) answer. The City's Labor Relations Representative and the Union's Staff

Representative will mutually agree on a date for a monthly meeting for the purpose of considering grievances. A complete agenda for all grievances appealed in writing to Step Three (3) will be provided by the Union prior to each monthly meeting. Within thirty (30) calendar days of the Step Three (3) meeting, the City's Labor Relations Representative shall give a written answer, as defined in Step One (1), to the Union's Staff Representative.

Step 4: If the grievance is not satisfactorily settled at Step Three (3), the Union may, within thirty (30) calendar days in the case of grievances appealing an employee discharge, and within thirty (30) working days in the case of all other grievances, submit the matter to final and binding arbitration. The Union shall notify the City of its intent to arbitrate the grievance. Within ten (10) calendar days thereafter, the parties shall meet and attempt to mutually agree upon an arbitrator. If no agreement can be reached, the Union shall within ten (10) calendar days after the meeting, notify the Federal Mediation and Conciliation Service (FMCS) and the City at the same time of its intent to arbitrate the grievance. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employee, his Union representative, and any necessary witness (es) shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding. The Union will provide the City with twenty-four (24) hours' advance notice of employees required to testify.

The parties may, by mutual agreement, choose to have a grievance involving suspension or discharge arbitrated on an expedited basis. The expedited arbitration will be conducted pursuant to the rules of the American Arbitration Association, and the fees and expenses of such proceeding including those of the Arbitrator, shall be borne equally by the City and the Union.

(105) In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as the interpretation and/or application and/or compliance with the provisions of this Contract, including all disciplinary actions. In reaching his decision, the arbitrator shall have no authority: (1) to add or to subtract from or modify in any way of the provisions of this Contract; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

(106) In instances where the city objected to arbitration and the Union chose to proceed, the first (1st) question to be placed before the arbitrator will be that of arbitrability. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

(107) All decisions of arbitrators consistent with Paragraphs 97 and 98 and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding upon the City, the Union and the employees. Provided, that a grievance may be withdrawn by the Union at any time during the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. For purpose of this section, timeliness is counted as working days from the date of the incident or the date

expressed on the face of either the answer or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by both parties. The date of occurrence of the event causing time to run is not counted in the time limit. If the last date of a period is not a regular business day, the time period runs through the end of the next regular scheduled business day.

(108) Grievance Mediation:

A) All grievances which have been appealed to arbitration will be referred to mediation unless either party determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases which have first been mediated.

B) Within sixty (60) days of the ratification of April 1, 2004 through March 31, 2007 Collective Bargaining Agreement, the parties shall mutually agree to a panel of five (5) mediators to serve in the capacity of grievance mediators. Panel members must be experienced mediators and/or arbitrators with skills in mediation. Mediation panel members may not serve as arbitrators.

C) Each member of the mediation panel will be asked to provide a schedule of available dates and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day. Mediation shall be scheduled on a rotating basis among the panel members to the extent the mediator is available and his/her schedule allows.

D) Representatives designated by each party shall have the right to be present at the mediation conference. Each party will have a representative vested with full authority to resolve the issues being considered.

E) The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediators will be returned to the party at the conclusion of the mediation hearing.

F) Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced in to evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

G) At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the

parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

H) If a grievance remains unresolved at the end of the mediation session, the mediator will provide an oral advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

I) The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.

J) The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. Fees and expenses for grievance mediation shall be shared equally by the parties.

Article 36
LEGALITY

(109) It is the intent of the City and the Union that this Contract comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law, and judicial opinions, and if it is determined by proper authority that any provision of this Contract is in conflict with law, that provision shall be null and void. In the event of an unlawful determination, the City and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision.

Article 37
TOOL ALLOWANCE

(110) Members of Local 439 shall receive on March 1st of each year, a payment of $260.00 which shall be used to provide tool allowance for the individual employee's required tools on the job upon prior verification of possessing the 16 machinist tools required, as set forth by Management. Management reserves the right to determine what 16 tools may be required, but will notify the Union no later than February 1st of each year of any changes contemplated regarding the required tool list.

Article 38
WAGES

(111) In settlement of wages for the year 2010, there shall be no wage increase, effective April 1, 2010..

(112) In settlement of wages for the year 2011, there shall be no wage increase, effective April 1, 2011.

(113) In settlement of wages for the year 2012, there shall be a three-percent increase, effective April 1, 2012.

(114) To receive any retroactive wage payments and negotiated wage increases employee must be active on the City's payroll on the date that the Mayor signs a collective bargaining agreement with any negotiated wage increase, retroactive or otherwise. To be considered "active on the City's payroll", an employee must have an employee status of either "Active" or "Authorized Paid Leave of Absence". An employee with an employee status of either "Retired" or "Terminated" is not entitled to retroactive wage payments and negotiated wage increases. An employee with an employee status of "Unpaid Leave", "Suspended" or "Layoff" is not entitled to any retroactive wages payments and negotiated wage increases until he or she returns to "Active" employee status. Employees on approved, paid or unpaid FMLA or military leaves are eligible for retroactive wage payments and negotiated wage increases.

(115) After 30 months the Machinist Helper may be evaluated and given a performance test. This test should be comparable to the Civil Service test for the Machinist Classification. If the employee passes the test, he may be given a TA Machinist classification. This classification still requires the employee to take the normal Civil Service test when it comes out.

CLASSIFICATION	YEAR	START	6 MONTHS	12 MONTHS	18 MONTHS	*Specialty or Crane Crew*
Machinist Helper						
	4/1/2010	$16.1400	$16.7400	$17.2900	$18.4700	*$18.9700*
	4/1/2011	$16.1400	$16.7400	$17.2900	$18.4700	*$18.9700*
	4/1/2012	$16.6200	$17.2400	$17.8100	$19.0200	*$19.5400*
Machinist						
	4/1/2010	$18.6300	$19.1400	$20.1300	$21.8600	*$22.3600*
	4/1/2011	$18.6300	$19.1400	$20.1300	$21.8600	*$22.3600*
	4/1/2012	$19.1900	$19.7100	$20.7300	$22.5200	*$23.0300*
The City of Cleveland agrees to provide a Specialty or Crane Crew employee with an additional $0.50 per hour in wages. After earning a license acceptable to the City of Cleveland, the employee will receive an additional $0.50 per hour in wages.						

a. The City agrees to provide a specialty or crane crew employee with an additional $.50 per hour in wages. After earning a license acceptable to the City, the employee will receive an additional $.50 per hour in wages.

b. The City, at its discretion, agrees to reimburse an employee for the cost of work-related courses, license and certification.

Article 39
UNIFORM ALLOWANCE

(116) The City agrees to provide employees with an annual uniform allowance in the amount of $250.00. Likewise, the City agrees to

provide $125.00 shoe allowance. Further, the City agrees to provide an annual uniform maintenance allowance in the amount of $175.00. Uniform allowance payment is to be made on or about March 1st of each year. The uniform color will be blue, and no later than June 1, 2005, all employees shall wear blue uniforms.

Article 40
DRUG/ALCOHOL TESTING

(117) All employees who are required to be randomly tested under law (e.g. Department of Transportation regulations regarding employees required to have a Commercial Driver's License who drive vehicles in excess of 26,000 pounds), and all employees in Safety Sensitive Positions shall be subject to random drug/alcohol testing. Additionally, an employee involved in any accident resulting in personal injury or one thousand dollars ($1,000.00) or more of property damage shall submit him or herself to post-accident drug/alcohol testing. Such testing shall be conducted in accordance with the DOT procedures. Further, when there is a reasonable suspicion to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination. Both random examinations and reasonable suspicion examinations are conducted for the purpose of determining the presence of illegal drugs or alcohol in the employee tested. An employee who is directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense. The City's Manager of Labor Relations, or his designee, shall approve all drug/alcohol testing. This testing will include possible urine, blood, or breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be suspended pending discharge. An employee who fails a drug or alcohol test for the second time during his/her employment with the City shall be discharged immediately by the City.

An employee may be referred to fitness-for-duty screening if at least one (1) supervisor has a reasonable suspicion that the employee is then under the influence of alcohol or a controlled chemical substance. The circumstances supporting an allegation warranting reasonable suspicion testing shall be reduced to writing, signed by the supervisor, and copies to the employee and Union prior to testing. The demand for a urine, blood or breath specimen should be based only upon specific/objective facts and reasonable inferences drawn from those facts in light of experience that the employee is then under the influence of drugs or alcohol. In addition, employees may be referred for mandatory urine, blood, or breath, for drug and/or alcohol screening under the following circumstances:

(a) A disciplinary probation for employees who have violated the City's drug and alcohol rules; or

(b) For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drugs and/or alcohol

abuse. Possible reasons to suspect substance abuse include, but are not limited to, a history of excessive absenteeism not related to a specific illness, documented evidence of deteriorating job performance or of aberrant behavior in the six months immediately preceding the leave of absence or documented involvement with drugs off the job.

An employee shall be entitled to have a notified Union representative present before testing is administered if one is readily and reasonably available. However, in no event will management be precluded from administering the required test if, due to the absence of a union representative, the results of such testing would be medically compromised due to the passage of time.

As concerns urine samples for drug testing, employees to be tested will undergo an initial screening (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The City will ensure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting. The testing procedures should not demean, embarrass or cause physical discomfort to employees. Altering or switching a specimen sample for a drug/alcohol test, or otherwise refusing to follow the established testing procedure and/or guidelines, shall be grounds for immediate suspension pending discharge.

The results of any drug or alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, given a reasonable opportunity to rebut the results. Copies of test results shall be given to the City and to the individual tested. Where urine, blood or other samples have been taken, the two samples will be preserved for a reasonable period of time and tested employees will have the opportunity to take one of these samples to a reputable physician or laboratory of their choosing for retesting.

Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The City's EAP program can provide counseling and referral. Employee records related to and maintained for medical rehabilitation for a drug or alcohol problem, whether through EAP or private counseling/rehab will be maintained confidentially as allowed by law. Voluntary assistance should be sought before dependence affects job performance so as to endanger fellow employees, the public or otherwise adversely impact on the employee's ability to perform his or her job duties.

Participating in the EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to privately test the blood, urine or other samples at an independent lab and the opportunity to rebut any allegation of chemical abuse. Any charging letter issued to an employee which includes allegations of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol.

Any employee found to have positive screens for drugs or alcohol must be given medical clearance by a qualified physician acceptable to the City before returning to work. Such employees may also be subject to additional random testing for a period of up to two years. An employee shall be deemed to have failed an alcohol test if:

(1) The person has a concentration of four-hundredths of one percent or more by weight of alcohol in his blood;

(2) The person has a concentration of four-hundredths of one gram or more by weight of alcohol per two hundred ten liters of his breath;

(3) The person has a concentration of six-hundredths of one gram or more by weight of alcohol per one hundred milliliters of his urine.

The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation. The Union shall be indemnified and held harmless by the City for any violation of an employee's constitutional, common law, or statutory rights.

Safety Sensitive Positions:
Machinist

Article 41
DURATION

(118) This Contract presents a complete and final understanding on all operational policies between the City and the Union and it shall be effective April 1 2010 and remain in full force and effect through March 31, 2013.

(119) This Contract shall supersede all previous agreements and memorandums.

(120) This Contract sets forth the terms and conditions of employment of the employees in the bargaining unit of Local 439 as agreed upon by the City of Cleveland, the elected officials of the Union, and ratified by the membership of the Union.

CITY OF CLEVELAND

Mayor Frank G. Jackson

Acting Director of Law

MACHINIST LOCAL 439

Jack K. Baker
Business Representative, District 54
I.A.M.A.W.

Union Steward

Deborah Southerington Director
Personnel and Human Resources

Nycole D. West, Labor Relations Manger
Personnel and Human Resources

09/28/11
Date

CITY OF CLEVELAND

MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PRO PLAN (PLUS)

		In-Network
a.	Annual Deductible:	$400 single $800 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$1000 single $2000 family
d.	Doctor and other Office Visits	$10.00 Co-pay
e.	Use of Emergency Room: (Co-pay waived if admitted) Non-emergency use $40.00 Co-pay plus 90% co-insurance	$80.00 Co-pay
f.	Wellness/Preventive Services:	
	Routine Physical Exam (one exam per benefit period)	$10.00 office visit co-pay not subject to deductible
	Well-child services including exam and immunizations to age 9, limited to a $500 maximum per benefit period:	$10.00 office visit co-pay not subject to deductible
	Well-child laboratory tests to age 9:	100% not subject to deductible
	Routine mammogram; one per benefit period and limited to $85 maximum:	100% not subject to deductible

Routine Pap Test and exam; one per benefit period:	100% not subject to deductible
Routine EKG, chest X-ray, complete blood count, comprehensive metabolic panel and urinalysis; ages 9 and older and limited to one per benefit period	100% bit subject to deductible
CA 125 (cancer screening), cholesterol screening, ages 9 and older and limited to one per benefit period	100% not subject to deductible
Routine PSA test (prostate cancer screen)	100% not subject to deductible
Routine Endoscopic Services, including Colonoscopy and colon cancer screening at age 50 and over, and limited to one per benefit period	100% not subject to deductible

g. Out-of-Network varies by standard carrier design

II. HMO

The City will provide not less than two HMO options.

		In-Network
a.	Co-insurance percentage	90%-10%
b.	No deductible	
c.	Co-insurance annual out-of-pocket maximum:	$1000 single $2000 family
d.	Doctor and other treatment visits	$15.00 co-pay
e.	Emergency room visits:	$40.00 co-pay,

except

Kaiser HMO that charges $50.00
Co-pay waived if patient admitted

Non-emergency use
$40.00 Co-pay (Kaiser
HMO charge $50.00),
plus 90% co-insurance

III. PRESCRIPTION

a. Co-Pays

	April 1, 2010	
Generic (mandatory)	$5.00	
Name Brand, Formulary	$15.00	$20.00
Name Brand, Non-Formulary	$30.00	$35.00

b. Mandatory Generic Requirement – Mandate an individual's use of generic drugs when available; if individual chooses Name Brand Formulary or Name Brand Non-Formulary when generic is available, individual pays the applicable co-pay charge plus the difference between the Generic and Name Brand costs.

April 11, 1999

Mr. Ron Connors, Business Representative
International Association of Machinist
District Council 54, Local 439
2906 Euclid Avenue
Cleveland, Ohio 44114

Re: Side Letter -- Discipline

Dear Mt. Connors:

During negotiations the Union agrees that effective upon ratification of the Collective Bargaining Agreement, the City has a disciplinary policy allowing it to discharge employees for serious misconduct including but not limited to:

(a) theft of City property;

(b) conviction of an offense involving the sale of drugs;

(c) for employees regularly scheduled to drive a City vehicle, two DUI convictions within a two year period.

Very truly yours,

Mayor Michael R.

White MRW/mc

Acknowledged

_____
Ron Connors
Business Representative

_____

City of Cleveland
Jane L. Campbell, Mayor

Department of Law
Teresa M. Beasley, Director
601 Lakeside Avenue, Room
106 Cleveland, Ohio 44114-
1077 216/664-2800 • Fax:
216/664-2663
vwww.cleveland-oh. ov

December 23, 2005

Lawrence Karpowicz, Business
Representative I.A.M.A.W. District 54 - AFL-
CIO
2906 Euclid Avenue
Cleveland, Ohio 44115

RE: Step Schedule Addendum for Machinist Local 439

Dear Mr. Karpowicz:

Attached you will find the Local 439 step schedule that correctly reflects the terms of the current collective bargaining agreement. The hourly amounts on the addendum are already in place, but the step schedules as printed in the 2007 collective bargaining agreement are incorrect. After signing below, please return this original letter in the self-addressed stamped envelope.

Be advised that I am out of the office next week, but will return on January 3, 2006. Thank you for your consideration to this matter.

Sincerely,

Gail D. Baker
Assistant Director of Law

Copies: Theodora Monegan, Chief, Employ. & Labor Section, Law Dept.

We the undersigned agree to the Step Schedule Addendum to the Collective Bargaining Agreement between the City of Cleveland and Machinist Local 439.

Lawrence Karpocz Business Representative District 54, I.A.M.A.W., AFL-CIO

Date:_____ /- 5-- - O C

Robert Raimann
Union Steward, Local 439