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K# 27484

STATE EMPLOYMENT  
RELATIONS BOARD

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**CITY OF CLEVELAND**

**AND**

**TEAMSTERS UNION LOCAL NO. 507**

**Effective through March 31, 2013**

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## **PURPOSE**

1. This Contract is made between the City of Cleveland (hereinafter referred to as the "City") and Teamsters Union Local No. 507 (hereinafter referred to as the "Union"). 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 the Contract to participate, through Union representation, in the establishment of the terms and conditions of their employment, to establish a peaceful procedure for the resolution of all differences between the parties and to assure that the operation and services of the City will be conducted efficiently and effectively.

## **RECOGNITION**

2. Pursuant to Case No. 97-REP-12-0341, the Union is recognized as the sole and exclusive representative for all employees of the City in the job classifications of the bargaining unit as set forth for purposes of establishing rates of pay, wages, hours, and other conditions of employment.

3. The Union's exclusive bargaining unit shall include all of the employees in the following job classifications and the City will not recognize any other union, organization or person as the representative for any employees within such job classifications:

Guard  
Corrections Officer

4. The following provisions and employees holding these positions are specifically excluded from the bargaining unit. Any job classification or employee permanently assigned to the City's:

- (a) Office of the Mayor
- (b) Division of Personnel
- (c) Civil Service Commission
- (d) Department of Law
- (e) Office of Budget and Management

## **MANAGEMENT RIGHTS**

5. The Union recognizes the City as the body of authority solely vested with the right to run the City. It shall have the sole right to take any action it considers necessary and proper to effectuate any management policy expressed or implied, except as expressly limited under this Contract. Nothing in this Management Rights provision shall be construed to restrict or limit any management authority. The City has no duty to bargain over its decision or the effects of such decisions except as provided by this Contract.

6. Except as a specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off, and promote; to promulgate

and enforce reasonable employment rules and regulations; to reorganize, discontinue or enlarge any department or division; to transfer employees; including the assignment and allocation of work within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to privatize or subcontract; to determine the size and duties of the work force; the number of shifts required and work schedules; to establish, modify, consolidate, or abolish jobs (or job classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein and as permitted by law.

7. The City shall have the right to subcontract services. However, for subcontracting which would result directly in the layoff of employees, sixty-five (65) calendar days prior to such subcontracting the City shall meet and confer with the Union on no less than a weekly basis and the City will disclose the nature and costs of the proposed contract. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have the right to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to or greater than those the City can achieve through subcontracting, the City will accept the Union's alternative.

8. The City and the Union agree that if there is a disagreement regarding the above, including over the true value of the Union's competitive alternative (financial savings, improved efficiency, quality of service - - including the payment of a living wage), the Union will have the right to submit the issue of whether or not the Union's alternative "genuinely" meets or exceeds the City's objective to final and binding arbitration by requesting arbitration with the American Arbitration Association within fourteen (14) days of the expiration of the 65-day meet and confer period.

9. In the event the Union cannot successfully compete with the subcontractor, prior to any layoff, the City would submit the names of the affected employees to the subcontractor for his/her consideration. If the employee is not employed, he shall be subject to layoff.

10. In addition, unless otherwise restricted by an express term of this Contract, all rights are exclusively reserved by the City. Further, the exercise of any enumerated or reserved management rights shall not be the subject of negotiations during the term of this Contract except as provided by this Contract, either with respect to the decision or its effects.

#### **UNION RIGHTS**

11. 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 enter upon any property involved in a primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another union, except that the City shall not be required to pay the wages of any such employees. Provided, that in no case shall any employee refuse to do any work, regardless of the existence of a lawful primary labor dispute, if,

in the City's judgment, such refusal would be detrimental to the public health or safety unless the City cannot reasonably provide for the personal safety of the employees.

12. Any alleged violation of City rights or of Union rights is subject to immediate review by the Union and the City at the Step Three (3) level of the Grievance Procedure.

### **NO STRIKE/NO LOCKOUT**

13. 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 purposes of this Paragraph, "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 inducing, influencing, or coercing a change in wages, hours, terms, and conditions of employment for the duration of this Contract or any extension thereof.

14. Violation of the Paragraph may constitute an unfair labor practice as determined and remediable by the State Employment Relations Board (S.E.R.B.)(hereinafter the "Board"). In the event an unfair labor practice is determined by the Board, the City will not subsequently impose discipline except as recommended by the Board.

15. 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 the life of a fellow employee or cause bodily injury.

16. The City shall not lock out any employee for the duration of this Contract.

### **NON-DISCRIMINATION**

17. Both the City and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, national origin, sexual orientation, handicap/disability or age.

18. All of the employees of the City within the bargaining unit shall receive equitable treatment and share in any and all benefits provided herein.

19. The City has the legal and moral duty to make a reasonable accommodation to an employee's handicap/disability where such accommodation(s) will enable a handicapped employee to substantially perform the essential elements of the job in question. The City will abide by the federal definition of handicapped as set forth by the Equal Employment Opportunity Commission (E.E.O.C.), and the Americans with Disabilities Act (A.D.A.).

20. It is agreed that all employees have a right to a workplace free of verbal and/or physical harassment. If when filing a grievance alleging a violation of this provision, an employee states that he is unable to function in the worksite from which the complaint arose, the City shall

conduct a preliminary investigation for the purpose of establishing that a reasonable basis for the employee's concern exists. If such a basis is established, the City may reassign either the grievant or the individual against which the grievance is directed until such a time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.

21. The City recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

#### **UNION SECURITY AND CHECK-OFF**

22. All employees in the bargaining unit covered by this Contract who are members of the Union on the date this Contract is signed and all other employee in such bargaining unit who become members of the Union at any time in the future shall, for the term of this Contract, continue to be members of the Union and the City will not honor dues deduction (check-off) revocations from any such employees except as provided herein.

23. The City will deduct regular initiation fees and Union dues from the pay of employees in the bargaining unit covered by the 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:

- (a) An employee shall have the right to revoke such authorization by giving written notice, with proof of service, to both the City and Union during the first (1<sup>st</sup>) twenty (20) days of the thirty (30) day period preceding the termination of this Contract and the authorization card shall state clearly on its face the right of an employee to revoke during this period;
- (b) The City's obligation to make deductions shall terminate automatically upon timely receipt of notice of revocation of authorization in accordance with Paragraph 23(a) or upon termination of employment or reclassification to a job classification outside the bargaining unit. The City will notify the employee of his transfer to a job outside the bargaining unit;
- (c) Employees in the bargaining unit may join the Union any time from their date of hire.

24. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of the execution of this Agreement, whichever is later as a condition of employment.

25. The fair share fee amount shall be certified to the City by the Union. The Union shall make every effort to provide the City with thirty (30) days advance notification of any change in

the fair share fee amount. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

26. Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The City shall provide the Union with an alphabetical list of the names, classifications, social security numbers, employee identification and organizational numbers of those employees who had fair share fees deducted along with the amount of the fair share fee deduction.

27. Deductions shall be made monthly.

28. All deductions, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union not later than the fifteenth (15<sup>th</sup>) 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.

29. The City shall place back on check-off those employees who return to the active payroll from a leave of absence, layoff or suspension, or who are transferred from one Division to another Division.

30. The Union will indemnify and save the City harmless from any action growing out of fair share fee deductions hereunder and commenced by an employee against the City or the City and Union jointly.

#### **UNION REPRESENTATION**

31. The City recognizes the right of the Union to select Stewards and Alternate Stewards to represent employees on grievances arising under this Contract as follows.

32. The Alternate Steward shall act as Steward when the Steward is absent from work and the Union must at all times designate a Steward or Alternate Steward in each of the locations and shifts. Stewards and Alternate Stewards shall not be transferred from their respective work locations and their respective shifts during their terms of office, except upon mutual agreement between the City and the Union. The Union agrees it will not unreasonably withhold its agreement to a transfer from a shift or work location as provided for by this paragraph. The Union will provide, on a divisional basis, an official list of Stewards and Alternate Stewards, for the purpose of recognition, to the affected Division and the City's Labor Relations Office and notify each of any change in such lists. The City agrees to provide the Union with a current list of Divisions and Appointing Authorities upon request of the Union.

A Steward or Alternate Steward, within a reasonable time from the time he gives notice to his supervisor shall be permitted to investigate and process a grievance within his own location and attend meetings on City property or at a work location provided for by the Grievance Procedure during his working hours without loss of regular (straight-time) pay. Stewards or Alternate Stewards shall be permitted to attend grievance-related meetings at the Union Hall upon prior notice by the Union to the Labor Relations Office as to the date, time, and person(s) involved. Such activity shall be with proper regard for the City's operational needs and work requirements and additional time is not provided for or compensable for Union-related matters. It is the City's

responsibility to provide time to Stewards or Alternate Stewards as provided for in the Grievance Procedure, and it is the Steward's or Alternate Steward's responsibility to inform the City of the tentative time and location of his hearings and investigations. All such activity shall be logged on forms provided by the City for that purpose. A Steward or Alternate Steward may attend discipline-related meetings without loss of pay.

Two correction officers, from both the House of Corrections and the Jail, and one guard from Property Management/Convention Center will be granted leave from regularly scheduled hours, without loss of pay, for attendance at collective bargaining negotiation sessions. The City, in its sole discretion, may grant requests for additional leave time in order to prepare for negotiations.

33. The City and the Union will cooperate in provided for a fair and timely Grievance Procedure and keep to a minimum the time lost due to grievance handling.

#### **UNION VISITATION**

34. Upon notice to the City's Labor Relations Representative or the appropriate Appointing Authority, non-employee representatives of the Union shall be permitted to enter the City's premises during working hours, 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.

#### **BULLETIN BOARDS**

35. The City shall provide the Union with bulletin boards at mutually selected locations provided that:

- (a) No notice or other writing may contain anything political or critical of the City or any City official of any other institution or any employee or other person;
- (b) All notices or other materials posted on the bulletin board must be signed by a Steward of the Union or a representative of the Local Union and shall be solely for Union business;
- (c) Upon request from the appropriate Commissioner, the Union will immediately remove any notice or other writing that the City believes violates this paragraph, but the Union shall have the right to grieve such action through the Grievance Procedure.

#### **PROBATIONARY PERIOD**

36. All bargaining unit employees shall be subject to a six (6) month initial probationary period. No extensions of the probationary period will be allowed. During the initial probationary period the City shall have the sole right to discipline or terminate a new employee provided such action taken shall not violate Paragraphs 17 through 21 of this Contract.

37. This initial probationary period shall be the only probationary period an employee is required to serve within a job classification.

38. The City will provide timely thirty (30), sixty (60), ninety (90), one hundred twenty (120), and one hundred sixty (160) day evaluations and have employees sign for receipt or indicate refusal to sign. Any formal evaluations performed by the City will provide the employee the opportunity to respond in writing, which will be attached to the original evaluation in the employee's personnel file. Upon request, a copy of each will be provided to the employee.

39. If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to these provisions.

### **SENIORITY**

40. Job classification seniority for the job title of "Guard" is defined as an employee's length of service while holding the same job classification. Job classification seniority for the job title "Corrections Officer" is defined as an employee's length of service in the classification of correction officer or institutional guard (formerly "matron"). City employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire. The type of seniority applied depends upon the question involved as governed by the provisions of this Contract. An employee who is on an approved leave of absence as provided herein shall accumulate seniority during the entire period. A part-time employee who moves to a full-time position in the same classification shall receive pro-rata job classification seniority and City seniority credit for all time worked as a part-time employee. A part-time employee who moves to a full-time position in a different classification will receive pro-rata City seniority credit for all time worked as a part-time employee. Seniority credit on this basis shall apply only in the case of promotions and/or transfers.

41. An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

42. Seniority shall be broken (or 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 working days and fails to give proper excuse or notice of the reason(s) for such absence, unless the failure to give notice was beyond the reasonable control of the employee;
- (e) Fails to report to 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 records.

- (f) Is promoted to a non-bargaining unit position and successfully completes his promotional probationary period.

43. The City shall provide the Union quarterly with two (2) computer-generated copies of a current seniority list listing all bargaining unit employees. The seniority list shall be made up by job classification and shall contain in order of job classification seniority, the name, organizational number, date of hire, job classification seniority date, employee identification number and hourly rate of pay. The City shall meet with the Union whenever necessary to correct any errors and within twenty (20) working days of the date the errors are brought to the City's attention, corrected copies of the list shall be provided to the Union.

44. The City shall furnish a monthly list to the Union showing name, address, date of hire, job classification seniority, organizational number, job classification and employee identification numbers of new bargaining unit employees.

45. It is the obligation of each employee to keep the City advised of his current address and, for purposes of this Contract, the City shall rely on the last address supplied by the employee.

#### **PART-TIME EMPLOYEES BENEFITS**

46. A part-time employee is defined as one who is regularly scheduled to work thirty-two (32) hours or less per week on an annual basis. He is not entitled to and does not receive fringe benefits. Seniority shall only be utilized for layoff purposes. Part-time employees hired prior to ratification of this Agreement shall be credited with paid vacation leave on a pro-rata basis. Part-time employees hired after ratification of this Agreement shall not be credited with paid vacation on a pro-rata basis. If the City allows any other part-time employees to purchase medical benefits at cost, the same offer will be made to employees in this bargaining unit.

#### **LAYOFFS**

47. 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 seniority within their job classification within the Division in the following order:

- (a) Seasonal or casual or emergency or transitory employees;
- (b) Part-time employees;
- (c) Full-time employees;

Ties in City seniority shall be broken by random selection, by lottery, with a Union representative present.

48. Bargaining unit employees shall be given a minimum of fourteen (14) calendar 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. The Union shall receive a copy of all such layoff notices at the time they are issued.

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

50. Before any bargaining unit employee is given notice of layoff under the above paragraphs, the City and the Union will meet immediately for the purpose of attempting to find an available job within the City, within the bargaining unit, which the affected employee is qualified to perform. If any such job is available, the employee will be given the option of accepting it rather than being laid off.

### **RECALLS**

51. Employees shall be recalled to their job classification within their Division in the reverse order of layoff. An employee on layoff will be given ten (10) working days' notice of recall from the date on which the employee received the recall notice sent by the City by certified mail to his last known address as shown on the City's records. The City shall provide the Union with a copy of the recall notice.

52. In the event a job occurs in an equal or lower-rated job classification, the most senior employee will be given the option of accepting the job or not, provided the employee has the ability and qualifications to perform the work. If the employee declines the job, the next most senior employee shall be accorded the same rights under the same conditions, and this procedure shall continue until the City has exhausted the layoff list or the job opening is filled. No new bargaining unit employees shall be hired until all qualified employees on layoff status desiring to return to work have been offered recall by regular mail to their last known address with a copy to the Union. The recall notice shall include a form for the employee to accept or decline the recall.

53. In the event a laid-off employee accepts recall to a job classification other than the job classification from which he was laid off, he shall be paid at the starting rate of the job classification if the job classification is on the wage and salary schedule. If the job classification is not on the wage and salary schedule, the employee shall be paid at a rate which is not lower than the lowest rate being paid to any other employee in the same job classification.

54. Further, he shall have the right to any vacancy in the job classification within the Division from which he was laid off for a period of two (2) years from the date of the initial layoff.

55. An employee who is recalled to the same position from which he/she was laid off, but refuses the job, shall be removed from the layoff list and forfeits all seniority rights, including recall rights.

### **LEAVES OF ABSENCE**

#### **IMMEDIATE FAMILY**

56. Immediate family shall be defined as an employee's mother, father, a person who has been in loco parentis to the employee, spouse, child, brother, sister, grandparent, grandchildren, mother-in-law, or father-in-law.

## **FUNERAL LEAVE**

57. An employee will be granted a leave of absence with pay of up to three (3) days in the event of the death of a member of his immediate family. Employees will be able to take up to five (5) days for an out-of-town funeral, with the additional two (2) days coming from the employee's accumulated sick leave. To be eligible for funeral leave, an employee must provide the City with a funeral form (to be supplied by the City) and must attend the funeral and/or other obligations related to death and/or estate, etc.

## **COURT LEAVE**

58. 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 Treasury in order to receive his regular pay for this time period.

59. A shift employee who is called for jury duty shall be provided a Monday through Friday day shift schedule. Further, time spent on jury duty leave shall be counted as hours worked for the purpose of computing overtime.

60. An employee who is required to appear in court for reasons outside the scope of his employment, other than for jury duty, shall be granted vacation time or an unpaid excused absence provided that documentation is provided either in the form of a subpoena or a letter from a participating attorney and the request for an unpaid excused absence or vacation time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

61. When an employee is required to remain at work after the normal quitting time his regular shift in order to make a court appearance, prosecutor review, or continued presence in a court related matter, the employee will be paid the overtime rate of pay for the actual time worked in excess of the employee's normal shift. If the employee is called in when he is not regularly scheduled to work and at a time not contiguous with his shift for a court appearance, prosecutor review, or other court related matter, the employee shall be paid for a minimum of four (4) hours work at one and one-half (1½) times the regular hourly rate.

## **MILITARY LEAVE**

62. 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 the state and federal law.

63. 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 job classification in accordance with law and the provisions as set forth herein.

64. 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/her regular pay and his/her 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.

65. Any non-probationary employee who is entitled to the leave provided under this provision and who is called to military duty for a period in excess of thirty-one (31) 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 (\$500.00).

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 as stated above.

#### **UNION LEAVE**

66. At the request of the Union, a leave of absence without pay shall be granted to any employee selected for 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. In each case, notification that any employee shall be on Union Leave shall be provided to the employee's Appointing Authority, stating the category within which the leave falls, with a copy of said notification provided to the City's Labor Relations Office.

#### **EDUCATION LEAVE**

67. An employee may be granted a leave without pay for educational purposes relating to the operations of the City. Subject to operational need, the City shall attempt to modify employee work schedules to allow employees to attend training or schooling.

#### **PERSONAL LEAVE**

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

## **MATERNITY LEAVE**

69. Maternity leave shall be granted and treated in all respects like any other leave of absence, paid or unpaid, granted by the City.

## **SICK LEAVE WITH PAY**

70. All regular full-time employees shall be credited with paid sick leave at the rate of ten (10) hours per month or fifteen (15) work days per year. Unused sick leave shall continue to accumulate without limitations.

71. An employee shall be granted sick leave with pay for actual illness or injury of the employee or member of his immediate family, medically ordered confinement due to exposure to a contagious disease, and for medical, dental or optical examination or treatment of an employee or a member of his immediate family.

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

73. An employee must notify his/her supervisor of an absence not later than one (1) hour before the start of the employee's shift, unless in an emergency. An employee must inform his/her supervisor of the need to depart the assigned shift not later than four (4) hours prior to the time the departure is needed, except in cases where the employee develops an illness during the last half of his/her shift. Absences not reported as stated above may be excused by his employer if the Appointing Authority or his designee must determine that there were unusual circumstances which were beyond the employee's control. An employee is required to call in on each day off or notify the City of the duration of his absence.

74. A certificate from a licensed physician shall be required immediately upon returning to work from any illness from an employee who has been so notified in writing that they have demonstrated a patterned abuse of over the preceding months or after any illness requiring hospitalization. This certificate must include the re-employment date, work capable of being performed, and all restrictions. An employee may be required to submit a doctor's certificate for any illness beyond three (3) working days if so notified, by the Division authority designated by the City, prior to the employee's return to work. The validity of all medical excuses and physician's certificates are subject to review by a City physician. Any review or medical examinations ordered by the City shall be done on City time.

75. 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.

76. Upon retirement or death, an employee or his legal representative shall have the right to convert his unused 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 three (3) year average of earnings, overtime and longevity pay divided by two thousand eighty (2,080) hours

77. Other than a hazardous duty qualifying injury, an employee who is injured on the job shall have the option of using his sick leave, workers' compensation benefits or his vacation, whichever he prefers.

#### **UNPAID MEDICAL LEAVE**

78. An employee 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 periods, supported by medical evidence satisfactory to the City if the employee is on sick leave without pay in excess of one (1) full pay period and/or the employee has made application in accordance with Paragraph Eighty-two (82) of this Contract. If the illness, injury, or pregnancy, including postpartum recovery periods, continues beyond six (6) months, the City may grant additional medical leave under this paragraph upon the submission of medical documentation. An employee on unpaid medical leave is expected to keep the City informed as to the progress of his or her illness, injury, or pregnancy, including postpartum recovery period, as circumstances allows. Any employee who has been on unpaid medical leave may be required to submit to and pass a physical examination before being permitted to return to work.

#### **FAMILY MEDICAL LEAVE**

79. 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 and leave of absence policies.

#### **VOLUNTARY SICK LEAVE CONTRIBUTION**

80. 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. The following conditions shall 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 a contribution. The employee so contributing his paid sick leave shall have such contributed time deducted from his accumulated sick leave balance.
- (b) Any agreement to contribute must be in writing and signed by the 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 be placed in each employee's file.

#### **GENERAL LEAVE PROVISIONS**

81. All leaves of absence and any extensions thereof must be applied for and granted or rejected within five (5) working days, in writing, on forms to be provided by the City. An employee, upon request, shall be entitled to return to work prior to the expiration of an unpaid medical leave of absence upon submission to the City of acceptable documentation that the

employee is able to work. An employee's request for a leave of absence shall not be unreasonably denied.

82. An employee may, upon request, be entitled to return to work prior to the expiration of any other leave of absence if such early return is agreed to by the City.

83. When any 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 no longer exists, at his current rate of pay.

84. If it is found that a leave of absence is not actually being used for the purposes for which it was granted or if an employee misrepresents facts related to funeral leave, the City may impose disciplinary action up to and including discharge.

85. An employee who fails to report to work at the expiration or cancellation of a leave of absence, or who fails to secure an extension of such leave, shall be deemed to be absent without leave and shall be subject to loss of seniority as set forth in Paragraph 42(d) of this Contract.

#### **ASSIGNMENT OF WORK - - TEMPORARY TRANSFERS**

86. All employees shall be required to perform any and all authorized, temporarily assigned duties regardless of their usual or customary duties or job assignment. A temporary transfer shall not exceed thirty (30) days except:

- (1) To fill a vacancy caused by an employee being on sick or other approved leave of absence;
- (2) To provide vacation relief scheduling;
- (3) To fill an opening temporarily pending permanent filling of such opening;
- (4) To meet an emergency situation.

The employee shall be given a written notice of said transfer and its approximate duration and the reason for the transfer at the time the transfer is made, with a copy of said notice to the Union, if the transfer exceeds two (2) hours. When an employee is temporarily transferred to another job classification:

- (a) If the rate of pay for such other job classification is lower than his regular rate, he shall receive his regular rate;
- (b) If the rate of pay for such other job classification is higher than his regular rate of pay, he shall receive a five percent (5%) hourly increase in pay or an adjustment to the bottom of the pay band of such job classification, whichever is greater, for all hours worked;

- (c) The City will not rotate temporary transfer assignments in order to deprive employees of the opportunity to qualify for a higher rate of pay under these temporary transfer provisions;
- (d) Temporary transfers and/or assignments shall not be used to avoid the permanent filling of a bargaining unit vacancy or for the purpose of qualifying an employee for future lateral transfer to a different position;
- (e) Employees shall not be transferred outside the bargaining unit without their consent. If an employee consents to such a transfer, he shall be advised that he is not covered by the provisions of the Contract for the duration of the transfer.

### **JOB EVALUATION AND DESCRIPTION**

87. The City has the sole and exclusive right to make job evaluations and job descriptions and to create job classifications when it deems appropriate. An employee shall be provided with a copy of the job description for his job classification upon request to the division.

88. In the event of a new job classification in the bargaining unit, the City will promptly notify the Union in writing prior to placing the job classification into effect. The parties agree to meet within seven (7) calendar days of the notice or at some other mutually agreed upon time to mutually agree upon the new job classification and the rate of pay. The Union shall have the burden of proof before recognition is granted. If an agreement cannot be reached, the matter may be submitted to arbitration for the purpose of determining the rate of pay.

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

90. If substantial changes in the method of operations, tools or equipment of a job occur, the City shall provide the Union with a copy of the changed job description, if one has been written, and shall meet with the Union for the purpose of placing the job into an existing job classification or establishing a new job classification. Said meeting shall take place within ten (10) working days of the request to meet or as otherwise mutually agreed by the parties. In the event the Union proposes that the changed job be placed in a higher-rated job classification or that the rate of pay for the current job classification be increased, the Union shall bear the burden of proof. In the event the City and the Union are unable to reach agreement as to the appropriate job classification and/or rate of pay, the matter may be submitted by the Union directly Step Four (4) of the Grievance Procedure.

91. Upon the request of the Union, the City shall provide to the Union the current job description, including the minimum qualifications as established by Civil Service and any special requirements reasonably related to the job being performed for all positions in the bargaining unit. Whenever a change occurs in the description of any such job, the City agrees to provide the Union with a copy of the new job description before it is put into effect. An employee whose job description has been changed shall also be provided a copy of the new job description before it is put into effect.

## **ALTERNATIVE PLACEMENT**

92. At Third (3<sup>rd</sup>) Step Grievance Meeting next following the Union's request for alternative placement or as otherwise mutually agreed by the parties, the City and Union will meet for the purpose of placing an employee who has been disabled or handicapped into another available job he is capable of performing within the City at his regular rate of pay, provided it falls within the new job classification's pay band, or at the top of the new job classification's pay band. The City shall provide the Union with a monthly update of determinations of disability and placement for employees for whom alternative placement has been requested. Such placements shall supersede lateral transfers, the posting procedure, and work week of shift preference transfers. Where there is light duty work available, the disabled or handicapped employee shall not be discriminated against in the assignment of such work. Employees who are placed in another available job because they cannot substantially perform the functions of their current position will be required to serve a probationary period to give the division an opportunity to insure that the employee meets the minimum requirements of the alternative position. If the employee does not meet the minimum requirements within the probationary period, and no other available position exists, the employee shall be laid off.

93. An employee who is required to have a valid State of Ohio Driver's License as part of his minimum job qualifications and whose license is suspended, revoked or expires without renewal may be given alternative duties not requiring a valid license for the period of the suspension, revocation or period of expiration. If none are available, the employee shall be laid off until such time his license is reinstated or renewed, or a period of six (6) months, whichever is sooner. An additional six (6) months' extension may be granted if necessary. Upon reinstatement or renewal of this license, the employee shall be returned to his regular duties. Notification of suspension, revocation, etc., of driver's license must be given to the City immediately upon the employee's return to work if the employee is required to drive a City vehicle.

## **LATERAL TRANSFERS, SHIFT AND WORKWEEK PREFERENCE**

94. Employees, except for those assigned to bid positions, shall bid for shifts once per year. The shift bidding will begin on September 1<sup>st</sup>, be completed by September 15<sup>th</sup> and posted by October 1<sup>st</sup>.

If a permanent opening in a shift occurs following the implementation of the bids, the City, subject to operational needs and concerns, will fill those openings based on employee requests in accordance with job-classification seniority.

In assigning employees to specific district locations, the City, subject to operational needs and concerns, will assign employees to those locations based on employee requests in accordance with job-classification seniority. Except as identified in Paragraph 175, all other assignments shall be done within the sole discretion of the City.

95. An employee who requests a lateral transfer, change of shift or change of work week under these provisions must make an advance written application, prior to the vacancy occurring, on forms provided by the City, with a copy provided to the employee and to the Union. With respect to a new job established within an existing job classification, application can be made at

the time of the job posting. An employee's preference shall supersede the job posting provisions of the Contract but in no event shall the City act on applications made pursuant to these provisions unless it has determined there is a need to fill the vacancy.

96. Within the Division in which the vacancy exists, the employee with the most job classification seniority shall be awarded the transfer. If there are no employee-applicants within the Division, the Appointing Authority shall award the transfer to the employee-applicant with the most job classification seniority within the Department in which the vacancy exists.

97. Once any employee has successfully exercised the rights provided herein, he shall not be eligible to exercise such rights again for a period of nine (9) months from the effective date of the transfer.

### **SHIFT PREMIUM**

98. For those employees on the normal eight (8) hour day, five (5) day work week, shifts are defined as follows:

First (1<sup>st</sup>) Shift: The majority of hours or work falls after 7:30 a.m. and before 3:00 p.m.

Second (2<sup>nd</sup>) Shift: The majority of hours of work fall after 3:00 p.m. and before 12:30 a.m.

Third (3<sup>rd</sup>) Shift: The majority of hours of work fall after 12:30 a.m. and before 7:30 a.m.

99. Employees assigned to work the second (2<sup>nd</sup>) shift shall be paid a shift premium of thirty-five cent (\$.35) per hour for all hours worked on that shift.

100. Employees assigned to work the third (3<sup>rd</sup>) shift shall be paid a shift premium of thirty-five cents (\$.35) per hour for all hours worked on that shift.

101. Employees assigned to rotate between all three (3) shifts shall be paid a shift premium of thirty-five cents (\$.35) per hour for all hours worked on that shift.

### **DORMITORY UNIT AND JAIL PATROL PREMIUM**

102. Employees whose daily assignment or overtime assignment is to a dormitory unit at the House of Correction or to Jail Patrol at the Central Prison Unit or District Jails shall receive a fifty cents (\$.50) per hour premium.

### **ROTATING WORK WEEK PREMIUM**

103. Employees assigned to the Convention Center who are assigned to a rotating work week shall be paid a premium of twenty-five cents (\$.25) per hour for all hours worked on the rotating work week.

## **ACTING SUPERVISOR PREMIUM**

104. Convention Center employees who are assigned to act in the capacity of "Sergeant" or "key person" shall be paid a premium of seventy-five cents (\$.75) per hour for all hours worked in said capacity.

## **HOURS OF WORK**

105. 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 thirty (30) minutes of unpaid time allotted for meals, during the period 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, shifts and schedules of hours. In the event it is necessary to change the hours of work, shifts or schedules of hours, the City and the Union will discuss at the Step Three (3) level all details of said change(s) as they apply to bargaining unit employees prior to the implementation of said change(s).

106. All employees who work a regular work day, except employees who work 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> shifts at the House of Correction, shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for other schedules mutually agreed upon with the Union. Employees on 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> shift at the House of Correction shall be allowed not less than forty-five (45) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Union.

107. There shall be two (2) fifteen (15) minute rest periods on each shift, each work day for all employees, except employees on 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> shifts at the House of Correction. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each one-half shift but they may not be scheduled immediately before or after the meal period or at the start or the end of the shift. Employees on 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> shift at the House of Correction shall receive one (1) fifteen (15) minute rest period on each shift, each work day. The rest period, to the extent practicable, will be scheduled during the middle two (2) hours of the second half of the shift, but may not be scheduled immediately before or after the meal period or at the start or end of a shift.

108. When an employee works beyond his regular quitting time, the employee shall receive a fifteen (15) minute rest period if the employee works two (2) hours, but less than four (4) hours, for each four (4) hour period and, in addition, a thirty (30) minute meal period if the employee works four (4) hours or longer.

## **DOCKING**

109. The City will dock employees on the basis of one-tenth (1/10), or six (6) minutes per hour.

## EQUALIZATION OF OVERTIME

110. Before any part-time employee is assigned to fill in for an absent full-time employee, all full-time employees must first have been offered the opportunity to perform said work. Part-time employees will not be used for the purpose of replacing full-time employees.

111. The City shall be the sole judge of the necessity of overtime. Overtime shall be offered to employees within the same job classification within the same Division in accordance with job classification seniority.

112. In cases where the City maintains that the employee's regular work assignment is unique to an operational work unit within the Division and cannot be performed by others in the same job classification within the Division, the City shall meet with the Union for the purpose of attempting to agree upon a waiver of this provision. If the parties cannot agree, the Union may submit a grievance directly to Step Three (3) of the Grievance Procedure. During the pendency of the grievance, the City may offer the overtime solely within the operational work unit and the grant of this right does not constitute a waiver of any remedy in the event the grievance is sustained.

113. Emergency overtime cannot be refused. 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. However, an employee may be excused from emergency overtime provided a replacement can be obtained in time to meet the City's emergency.

114. Overtime shall be equalized by seniority on a continuing rotating basis. Upon request, the City will provide the Steward a copy of the call-out/overtime sheet. The City will offer and equalize non-holdover overtime and hold-over overtime on a location basis. The City shall credit employees for all overtime hours worked and/or for overtime hours offered for which employees have declined or failed to work for any reason. The following are exempt from equalization: Court Transport, Medical Transport, and Reception positions unless there is an additional shift added to these positions.

115. A record of all overtime hours worked and all overtime hours offered which employees declined or failed to work for any reason shall be recorded on a list by the City and the Supervisor, Timekeeper or Payroll Clerk keeping the record shall make the overtime record available to the employee of the Union upon request.

116. Supervisors shall not be assigned overtime work that is conventionally performed by members of the bargaining unit unless employees in the classification needed for the work who are on the appropriate list for overtime are unavailable or refuse the overtime work.

117. Employees shall not be called or charged for overtime opportunities arising while they are on a vacation or on regular days off adjoining or in the middle of such a vacation, unless an employee requests, in writing, to be included on the overtime list during such time.

## **OVERTIME - PREMIUM PAY**

118. All employees except those on a special work week schedule which has been mutually agreed to by the City and the Union, shall receive one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) in one (1) week during the period provided for in Paragraph One Hundred Fifteen (115).

119. All employees shall receive one and one-half (1½) times their regular rate of pay for all hours worked in excess of eight (8) in one (1) day during the period beginning with the start of his scheduled shift. However, this provision shall not be applicable to employees who work rotating shifts where the hours said employees work in excess of eight (8) in one (1) day are directly attributable to a scheduled rotation from one shift to another.

120. All employees shall receive one and one-half (1½) times their regular rate of pay for all hours worked on holidays.

121. All paid holiday hours, and paid vacation hours shall be counted as hours worked for the purpose of computing overtime.

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

## **ON-CALL PAY**

123. An employee who is on call shall be paid in accordance with the provisions of the Fair Labor Standards Act (F.L.S.A.).

## **CALL-IN PAY**

124. An employee who is called in to work at a time which is non-contiguous to his regularly scheduled hours of work shall receive a minimum of four (4) hours of work at his applicable rate of pay. If an employee is called in and works more than four (4) hours, he shall receive pay for all hours actually worked.

125. An employee who reports to work on a regularly scheduled workday or scheduled overtime day without previous notice not to report shall receive a minimum of two (2) hours' work or two (2) hours' pay at the applicable hourly rate.

## **HOLIDAYS**

126. 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

127. Employees are entitled to two (2) floating holidays (personal days) in each calendar year. Floating holidays will be granted contingent upon operational needs and a request by the employee being submitted for consideration at least twenty-four (24) hours prior to the date being requested. If the operating needs of the Division cannot be met because there are too many requests for a specific, or for any reason, the requests will be considered and approved in accordance with City seniority guidelines. Ties shall be broken by random selection, by lottery, with the Union representative present. A new hire cannot use floating holidays until after the successful completion of their initial probationary period.

128. To be entitled to holiday pay, an employee must work a full eight (8) hours on the scheduled work day prior to and a full eight (8) hours on the scheduled work day immediately after the holiday.

129. For employees regularly scheduled on a Monday through Friday schedule, if any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday, and if any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. For all other regular, full-time employees, the holiday will be observed on the actual holiday. If a recognized holiday falls on an employee's regularly scheduled off day, he shall be entitled to take another day off with pay. The alternate day off shall be the day before or the day after the holiday or some other day consistent with operational needs. An employee who works on a holiday shall receive one and one-half (1½) times their regular rate of pay under the provisions of Paragraph One Hundred twenty (120), and the employee shall have the option of either holiday pay at their regular straight time rate or another day off provided the employee, through the Union, has arranged for the alternative day off with his supervisor consistent with operational needs.

## VACATIONS

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

<b>Years of Service</b>	<b>Vacation</b>
After 1 Year	10 days
After 8 Years	15 days
After 12 Years	20 days
After 22 Years	25 days

131. 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 (1) year of continuous employment by December 31 of the previous year shall receive one (1) work day off for each month worked prior to December 31 of the previous year, but not to exceed ten (10) days. New employees whose starting date is prior to the sixteenth (16<sup>th</sup>) of the month shall be credited with one (1) day of vacation.
- (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 service 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 layoff, but no credit shall be given for that period of time during which the employee did not work.
- (e) Time in an authorized leave of absence shall be deducted for purposes of computing the amount of accrued vacation, but the employee's seniority for vacation preference shall not be affected.
- (f) An employee transferred from one Division to another shall be given credit for his service elsewhere with the City, provided such employment has been continuous.
- (g) An employee who is on leave of absence without pay totaling more than thirty (30) calendar days in any calendar year shall earn vacation for that year at the rate for which is eligible based on length of service as follows:
  - Less than eight (8) years of service - one (1) day per month, not to exceed ten (10) days;
  - Eight (8) years, but less than twelve (12) years of service - one and one-half (1½) days per month, not to exceed fifteen (15) days;
  - Twelve (12) years, but less than twenty-two (22) years of service - two (2) days per month, not to exceed twenty (20) days;
  - Twenty-two (22) years or more of service - two and one-half (2½) days per month, not to exceed twenty-five (25) days.
- (h) An employee may use any vacation leave earned prior to December 31 of the preceding year. Vacation leave being earned currently in any calendar year may not be used until after December 31 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 it must be taken during that period of time.

- (j) If an employee is laid off or terminates prior to taking his vacation earned but not used for the previous year, he shall be paid in full for that vacation leave, in addition to receiving pro-rata vacation leave earned during the current year in which he terminates.
- (k) The estate of a deceased employee shall receive payment for any unused vacation 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 United States Armed Forces shall, at the time of leaving for military service, be paid in full for all accrued vacation leave earned but not previously taken.
- (m) After twenty-two (22) years of service, an employee, with the approval of the Chief of Police or Commissioner, may work his/her furlough at straight time and be paid for it in the same pay period in which the furlough was worked. If the employee exercises this option, no compensatory time may be used by the employee as vacation time off during the work period that this option is exercised.

132. 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.

133. Employees may take their vacation during the calendar year at the convenience of the City. There shall be fifty-two (52) one-week vacation periods made available for the vacation selection process.

Beginning October 1 of each calendar year, employees will be given an opportunity to indicate their vacation leave preference(s) on a form provided by the City. All vacation preferences must be submitted no later than December 1. A written vacation schedule (by operational work unit) will be posted by the City no later than December 15. Consistent with operational requirements, priority will be given to those employees selecting vacations in consecutive-day blocks as defined by the City, and job classification seniority. Priority for remaining selections of one or more days will be based on job classification seniority. If two (2) or more employees have the same job classification seniority date, employees shall draw lots to determine who is given priority. Once the operational work unit 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 the application was made.

134. An employee transferring from one location to another cannot bump employees out of existing shifts or vacation picks, but will preserve his/her current vacation pick.

#### **LONGEVITY**

135. Longevity is tenure with the City while in pay status. Time in unpaid, authorized leave of absence shall be deducted for the purpose 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 1 of that year and the employee must have been in a pay status at some time between January 2 and March 1 of that year.

136. On or before March 31 of each year, all regular full-time employees shall receive longevity pay as follows:

<u>Years of Service</u>	<u>Amount</u>
5	\$300.00
10	\$475.00
15	\$575.00
20	\$700.00
25	\$800.00
30	\$900.00

#### **MILEAGE**

137. All regular full-time employees required by their job classification to use their personal vehicle in the performance of their duties for the City shall be reimbursed only for such actual mileage at the standard Internal Revenue Service rate.

#### **UNIFORMS**

138. Each full-time employee shall receive a uniform voucher of Three Hundred Twenty-five Dollars (\$325) per year on or before March 1 of the year in question. The City will make efforts to secure bid-pricing for employees similar to that secured for Cleveland Police Officers.

139. For the life of this Agreement, each full-time employee shall receive a uniform maintenance allowance of Four Hundred Twenty-Five Dollars (\$425). For succeeding years, this maintenance allowance shall be made on or before March 1 of the year in question.

140. Employees on a leave of absence at the time of the payment of the uniform allowance and uniform maintenance allowance shall be paid said allowances, in full, upon their return to work for the leave of absence. Employees who permanently leave the Employer will have their uniform allowance pro-rated for each full month worked during the contract year.

141. Employees hired after March 1 of any calendar year shall receive the same uniform and uniform maintenance allowance as employee on the payroll as of March 1 of that year, provided they successfully complete their probationary period. The uniform and uniform maintenance allowance shall be payable on or before the following March 1.

#### **PAY DAY**

142. The City shall regularly pay all employees every other week on Wednesday. If the pay day falls on a holiday, the City will pay all employees the day before the holiday.

143. At the employee's option, the employee may be paid either by direct deposit, payroll debit card, hand delivery during their work shift (being issued the paycheck at the work site), or by direct mail.

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

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

146. The City will process any paycheck error of one hundred dollars (\$100.00) or more by the next payroll period. If an employee's paycheck is short in excess of two hundred and fifty dollars (\$250), the City will work to fix the payroll shortage as soon as practical.

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

#### **PERSONNEL RECORDS**

148. 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 the 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.

#### **RATINGS AND PROBATIONARY REPORTS**

149. An employee shall be given the opportunity to review and respond in writing to rating and probationary reports which become a part of his personnel file. An employee's written response to such rating reports will be attached to same and made a part of the personnel records.

#### **DISCIPLINE**

150. 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 prior to the pre-disciplinary conference, the City shall provide to the Union a summary of the factual allegations and the rules and/or policies that allegedly were violated. 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.

151. 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.

152. An employee who is disciplined must have his/her pre-disciplinary conference held within 30 calendar days of the event(s) upon which the discipline is based, or the date the City had knowledge of said event(s). (e.g. For possible criminal activity, thirty (30) days following the completion of the investigation into the possible criminal activity.) In the case of a 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 Director is being disciplined, he/she has the right to be represented by a Union Representative.

153. Both the employee and the Union Representative 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 and will be given a copy of relevant documents requested by the Union. In the case of suspension, the employee will be advised of the duration of the suspension.

154. 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 work days for the purpose of the suspension only.

155. All employees are required to notify the Commissioner or designee within three (3) working days when they are criminally charged with any felony; any misdemeanor involving alcohol (e.g.: driving under the influence (DUI), blood alcohol content (BAC), etc.), drugs (e.g.: sale, possession, etc.), or any other controlled substance (e.g.: sale, possession, etc.); misdemeanor domestic violence; and/or misdemeanor assault. All employees are also required to notify the Commissioner or designees within three (3) working days when they are convicted of any of the above-referenced criminal charges. The failure to notify the Commissioner or designee within three (3) work days of any of the above criminal charges and/or convictions may result in disciplinary action up to and including immediate discharge.

The Union agrees that 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.

## GRIEVANCE AND ARBITRATION PROCEDURE

156. 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.

157. 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 in writing 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.

158. It is important that the employee's grievance(s) regarding unjust or discriminatory discharges, or wage rates/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).

159. **Step 1:** A grievance shall be reduced to writing on forms provided by the Union and presented to the Commissioner or Appointing Authority or his designee within five (5) calendar days of the event(s) giving rise to said grievance. The Commissioner or Appointing Authority or his designee shall meet with the grievant, steward and representative of the Local Union within five (5) calendar days from the date of receipt of the grievance in an effort to resolve the grievance. Within ten (10) calendar days after this meeting, the Commissioner or Appointing Authority or his designee shall give a written answer to the Local Union. Each grievance shall be answered separately. The answer shall set forth in detail the answer to the grievance as a result of the meeting between the parties and shall include the grievance number, grievant 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.

160. **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) calendar days of the receipt of the Step One (1) answer. Within five (5) calendar days thereafter, the Director or his designee shall meet with the steward and a representative of the Local Union. Within ten (10) calendar 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 Business Representative. Upon mutual agreement of the parties, a grievant may attend the Step 2 meeting.

161. **Step 3:** If the grievance is not satisfactorily settled at Step Two (2), it shall be presented in writing, with a copy of the lower level history, to the City's Labor Relations Representative, with a copy to the affected Director or his designee, within ten (10) calendar days after receipt of the Step Two (2) answer. The City's Labor Relations Representative and a representative of the Local Union will mutually agree on a date for a 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 five (5) calendar days prior to each meeting. Within twenty (20) 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 Local Union. Upon mutual agreement of the parties, a grievant may attend the Step 3 meeting.
162. **Step 4:** If the grievance is not satisfactorily settled at Step Three (3), and the Union decides to appeal the decision through arbitration, it shall within thirty (30) calendar days notify the American Arbitration Association (AAA) 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.
163. 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.
164. 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.
165. 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.
166. All decisions of arbitrators consistent with the paragraphs above 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. Any failure on the part of the Union to timely file or process a grievance unless mutually agreed by the parties will result in the extinguishing of the grievance. Any failure of the City to timely process a grievance unless mutually agreed by the parties will result in the grievance being moved to the next step of the procedure.

### **HOSPITALIZATION/HEALTH COVERAGE**

167. 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.

#### Health Care Benefits

a) The City will provide health insurance in accordance with the summary descriptions attached hereto as Attachment 1. Effective April 1, 2011, the City will provide health insurance in accordance with the summary descriptions attached hereto as Attachment 1-A.

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

(1) Employees shall contribute \$25.00 per month for single coverage and \$50.00 per month for family coverage. Effective April 1, 2011, employees shall contribute the following monthly amounts toward their premiums:

	<u>Individual Coverage</u>	<u>Family Coverage</u>
MMO Plus	\$52.50	\$105
HMO Health Ohio	\$62.50	\$125
Kaiser	\$67.50	\$135

(2) Health care deductions of one-half the above amounts shall be made the first two pay periods of each month.

(3) 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.

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

#### **LIFE INSURANCE**

168. All full-time employees who have completed ninety (90) calendar days' continuous service with the City will be provided with fifteen thousand dollars (\$15,000) Group Term Life Insurance.

#### **DENTAL INSURANCE**

169. The City agrees to pay the full premium, together with any future increases, for single or family coverage, whichever is applicable, for each employee for the current dental care program. There shall be no reduction in the benefit levels afforded by said plan unless by mutual agreement of the City and Union.

#### **VISION INSURANCE**

170. The City shall provide a vision insurance plan for employees.

#### **CHANGE OF INSURANCE CARRIERS**

171. 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 insurance carriers.

#### **WORKING CONDITIONS**

172. The City agrees to maintain safe working conditions and/or vehicles. In the event a situation is determined to be unsafe, the employee shall notify his supervisor immediately. Any protest alleging unsafe working conditions will be handled on an expedited basis with City safety personnel investigating the job, if possible, on the same day it is protested.

173. As long as an employee has notified his supervisor of an alleged unsafe condition, the employee shall not be required to perform the work. However, said employee may be assigned alternative duties until an investigation can be completed.

#### **MINIMUM STAFFING**

174. All staffing levels at the House of Corrections and at the jails shall be at the sole discretion of management, provided that all such levels meet minimum state staffing requirements.

175. The following positions are subject to bid:

Medical Van Transport (House of Corrections) Two (2) employees

Van (House of Corrections)	Two (2) employees
Annex (House of Corrections)	Two (2) employees per shift
Infirmery (House of Corrections)	One (1) employee per shift
Intake (House of Corrections)	Three (3) employees
Master Control	Two (2) employees, 1 <sup>st</sup> shift
	Two (2) employees, 2 <sup>nd</sup> shift
	One (1) employee, third (3 <sup>rd</sup> ) shift
Booker (Jail)	One (1) employee per shift
Store Room (House of Corrections)	One (1) employee
Property (Jail)	Two (2) employees

The City reserves the right to transfer employees out of these positions for just cause. Corrections Officers transferring from one location to another (Jails to the House of Corrections and vice-versa), will be precluded from bidding on these assignments for one year.

176. All Correctional Officers, and, where appropriate, all City vehicles operated by bargaining unit employees and/or their supervisors, shall continue to be provided with two-way radios.

**SHOWER, LOCKER ROOM AND GYM FACILITIES**

177. The City agrees to allow reasonable access for all employees to existing showers, locker room facilities and gymnasiums which are maintained and controlled by the City.

**FIREARMS**

178. The City agrees to make available a gun range, with a Training Officer available, for use by Correctional Officers. Further, the City agrees to issue to said Guards an adequate supply of ammunition for each month for the purpose of target practice.

**AIDS TRAINING**

179. The City agrees to make available, on an annual basis, the "AIDS COURSE" provided by the American Red Cross or the equivalent thereof.

**NEW EMPLOYEE TRAINING**

180. Staff training shall be in compliance with minimum standards for jails in Ohio. The City will also comply with Ohio Revised Code Section 5120-1-8-87 concerning the staffing of female guards.

**MODIFICATION**

181. Any amendments to this Contract shall be made in the form of written addendums signed by the City and the Union.

## **ASSAULT ON OFFICERS**

182. Filing of police reports shall be on paid time so long as the employee coordinates the filing with his supervisor. Correctional Officers at the House of Corrections will file with the Highland Hills Police Department. All other correctional officers will file with the Cleveland Police Department.

## **TAX DEFERRAL: EMPLOYEE CONTRIBUTION TO P.E.R.S.**

183. Employee contributions to the Public Employees Retirement System (P.E.R.S.) will not be included in the gross taxable income subject to federal income tax to the extent permissible under law.

## **HAZARDOUS DUTY INJURY**

184. Hazardous Duty Injury is defined as injury resulting from physical interaction with an inmate or arrestee while on duty. Employees injured while performing work in the service of another employer are not eligible for hazardous duty pay and benefits.

185. It is mutually agreed that an employee is prohibited from engaging in or accepting secondary employment during the period of time in which the provisions of the above paragraph are in effect.

186. Injuries which are incurred on duty while employees are engaged in non-hazardous duty are compensable through the Ohio Bureau of Workers' Compensation.

187. Any dispute arising out of the interpretation or application of this policy is subject to the Grievance Procedure.

188. The City may require periodic examinations to determine the continued extent of incapacity. After an employee has been on hazardous duty injury status for three (3) months, a complete medical diagnosis report shall be made by the Police Surgeon as to when the employee can return to normal duty. In making such diagnosis, the Police Surgeon shall review all medical records of the employee, and any reports of the employee's own physician(s) regarding his medical condition. If the employee will never be able to return to normal duty, then application will then be made for a disability retirement pension.

189. While both the City and the Union acknowledge that there are no permanent restricted duty assignments available, the Safety Department may, at its option, designate certain assignments as temporary restricted duty assignments from time to time to which an eligible employee may be assigned. The assignment of said employees is the sole responsibility of the City based upon the Medical Bureau's examination results.

190. An employee may receive hazardous duty injury benefits for a total of one year per incident which may be extended, at the sole discretion of the City, for an additional year. An employee may not accrue sick leave while on hazardous duty injury benefits.

191. The employee may remain on hazardous duty injury benefits for up to six (6) months after making application for disability retirement pension.

192. Hazardous duty leave may be rescinded if the employee fails to demonstrate compliance with prescribed rehabilitation regimens. If the City's physician and the employee's physician disagree on rehabilitation regimens, a third physician will be consulted to determine the prescribed rehabilitation.

### **LEGALITY**

193. It is the intent of the City and the Union that this Contract comply in every respect with applicable statutes, constitutional requirements, affirmative action obligations and other governmental regulations, as well as judicial opinions unless lawfully superseded by the Contract. It is the express intention of the City and the Union that this Contract shall prevail over any and all rules and regulations of the Civil Service Commission. If any tribunal (including, but not limited to, a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction), adjudges any article, section or clause in the Contract to be in conflict with any law, regulation or affirmative action obligation, all the remaining articles, sections and clauses which are not rendered meaningless, inoperable or ambiguous as a result of the judgment shall remain in full force and effect for the duration of this Contract.

194. In the event a tribunal renders such a decision, the parties shall meet to discuss such decision within thirty (30) calendar days after entry of final judgment therein for the purpose of negotiating a lawful alternative provision.

195. This Contract shall be considered reopened only as to those subjects which such court decisions and/or legislation require reopening.

### **WAGES**

196. It is the general policy of the City that no new employee will start at a higher rate than another employee in the same job classification. If an individual increase above the general increase is contemplated, the City will advise the Union of its intent to implement said action.

197. Employees shall receive a three percent (3%) across-the-board wage increase for contract year 2012. Wage increases shall be effective: (a) during the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the first week of a pay period; or (b) during the pay period following the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the second week of a pay period.

198. Employees in the job classifications listed below shall continue to be on the wage and salary schedule set forth herein in accordance with their date of hire with the City. If an employee is reclassified to a job classification listed, he shall be slotted into the next highest step.

### **WAGE AND SALARY SCHEDULE**

<u>Classifications</u>	04/01/10	04/01/11	04/01/12
Guard (Start)	\$16.29	\$16.29	\$6.78
(One Year)	\$16.88	\$16.88	\$17.39
Correctional Officer (Start)	\$16.29	\$16.29	\$16.78
(One Year)	\$16.88	\$16.88	\$17.39

### **MASTER CONTROL PREMIUM**

199. A Correctional Officer who is assigned to and operates the Master Control Center shall receive an additional fifty cents (\$.50) per hour for all hours worked. This position shall be assigned to the senior, qualified employee in the job classification of Correctional Officer.

### **FIREARMS PREMIUM**

200. When an employee is required to carry a firearm as part of the established duty for that job, then for each hour on such duty the employee shall receive fifty cents (\$.50) per hour additional pay. The City will provide firearms to all full-time employees required to be commissioned to carry a firearm as part of the established duty for the position and who have qualified to carry a firearm. The City will also provide firearms to employees who have already qualified and purchased a firearm. Employees separated from employment with the City must return their firearm to the City.

Employees achieving a proficiency level of 95% of a perfect score during their first attempt at the annual firearms qualification shall receive an amount equal to eight (8) hours at their regular hourly wage rate. Employees achieving a proficiency level of 85% of a perfect score during their first attempt at the annual firearms qualification shall receive an amount equal to four (4) hours at their regular hourly wage rate.

### **TRAINING COMMITTEE**

201. One committee for the Jail(s) officers and one committee for the House of Corrections officers shall be formed to address issues related to the training of employees. The committee shall be comprised of two members of the Union and two members of management. The Committee shall develop recommendations related to training for consideration by the City. The committee shall meet semi-annually or more frequently upon mutual agreement of the parties. Employees shall experience no loss of pay for attendance at these meetings.

## **CORPORAL POSITION**

202. The City shall maintain nine (9) corporal positions. An employee who is assigned to one of the nine (9) corporal positions shall receive an additional six percent (6%) of the employee's base rate. The Commissioner will assign the most senior, qualified employee who has not received discipline or been on the attendance abuse disciplinary steps in the last year to the corporal position.

The Commissioner reserves the right to remove an employee from a corporal position for just cause.

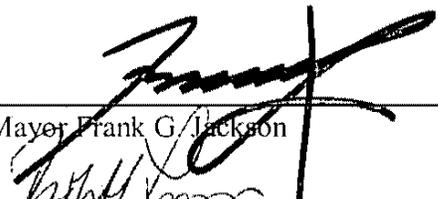
**DURATION**

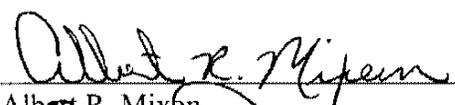
203. This Contract represents a complete and final understanding on all operational policies between the City and the Union, and it shall be effective upon ratification and remain in full force and effect through March 31, 2013.

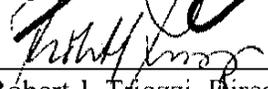
**IN WITNESS WHEREOF**, the parties have set their hands this 8<sup>th</sup> day of March, 2011. ratified 2/10/11

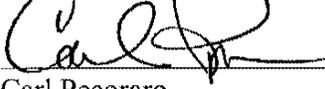
**CITY OF CLEVELAND**

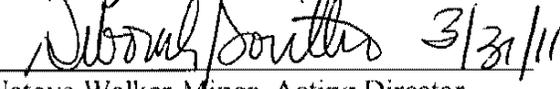
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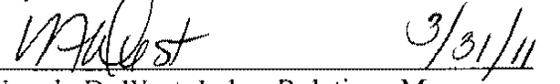
  
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Mayor Frank G. Jackson

  
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Albert R. Mixon

  
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Robert J. Triozzi, Director of Law

  
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Carl Pecoraro

  
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Natoya Walker-Minor, Acting Director  
Department of Personnel & Human Resources

  
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Nycole D. West, Labor Relations Manager,  
Department of Personnel & Human Resources

## LETTERS OF UNDERSTANDING

### CITY DRUG TESTING POLICY

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 five-hundred dollars (\$500.00) or more of property damage shall submit him or herself to post-accident 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. Random examinations, reasonable suspicion examinations and post-accident 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 subject to discharge. An employee who fails a drug or alcohol test for the second time during his/her employment with the City shall be discharged 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 provided 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 Union representative present before testing is administered unless a Union representative is unavailable when the test is to be conducted and any further delay will potentially compromise the validity of the test results..

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 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, 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. All records of an employee seeking medical rehabilitation for a drug or alcohol problem, either through EAP or otherwise, will be kept strictly confidential. 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.

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 5.7-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

Correctional Officer

Guard

**ATTACHMENT 1-A**  
**CITY OF CLEVELAND**  
**MEDICAL INSURANCE PLAN DESIGN**

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

	<u>In-Network</u>
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):	\$1,000 single \$2,000 family
d. Doctor and other Office visits:	\$10.00 Co-pay
e. Use of Emergency Room:	\$80.00 Co-pay (Co-pay waived if admitted) Non-Emergency use \$80.00 Co-pay plus 90% Co-Insurance
f. Wellness/Preventive Services:	
Routine Physical Exam (One exam per benefit period):	\$10.00 office visit Co-pay, not subject to deductible
Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	\$10.00 office visit Co-pay, not subject to deductible
Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
Routine Mammogram (Onc, limited to an \$85 maximum per benefit period):	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 nine and over, one each per benefit period): 100% not subject to deductible

CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period): 100% not subject to deductible

Routine PSA Test: 100% not subject to Deductible

Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each 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 (2) HMO options.

	<u>In-Network</u>
a. Co-Insurance percentage:	90% - 10%
b. No deductible:	
c. Co-Insurance Annual Out-of-Pocket Maximum:	\$1,000 single \$2,000 family
d. Doctor and other treatment visits:	\$15.00 Co-pay replaces all \$10.00 Co-pays
e. Use of Emergency Room:	\$80.00 Co-pay ( (Co-pay waived if admitted) Non-Emergency use \$80.00 Co-pay plus 90% Co-Insurance

IV. PRESCRIPTION DRUG

a. Co-Pays:

Generic (mandatory)	\$5.00
Name Brand, Formulary	\$20.00
Name Brand, Non-Formulary	\$35.00

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



# TEAMSTERS LOCAL UNION No. 507

Warehouse, Manufacturing, Processing, Assembling and Installer Employees

CUYAHOGA COUNTY AND VICINITY, OHIO • AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Albert R. Mixon  
Secretary-Treasurer

Carl Pecoraro  
President

Thomas Zdanowicz  
Vice President

Ray Brown  
Recording Secretary

Joe Molnar  
Trustee

Dennis Flora  
Trustee

Safeyyah Edwards  
Trustee

June 30, 2011

**CERTIFIED MAIL 7008 0500 0000 3731 4152**

State of Ohio  
State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

10-MED-06-0843  
Klu

Re: Executed Collective Bargaining Agreement (case# ~~06-MED-12-1383~~)

To Whom It May Concern:

Enclosed please find one executed copy of the Collective Bargaining Agreement between Teamsters Local Union No. 507 and the City of Cleveland, Department of Public Safety, Division of Correction.

If you should have any questions please feel free to contact our office.

Very truly yours,

*Albert R. Mixon*

Albert R. Mixon,  
Secretary-Treasurer

/sm  
Enc.

2011 JUL 18 A 11: 53  
STATE EMPLOYMENT  
RELATIONS BOARD

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