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CONTRACT
BETWEEN THE
CITY OF CLEVELAND
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1

Effective April 1, 2013
Through March 31, 2016

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ARTICLE 1
PURPOSE

(1) This Contract sets forth a complete and final agreement on all bargaining issues between City of Cleveland (hereinafter referred to as the “City”) and SEIU, Local 1 (hereinafter referred to as the “Union”) which represents employees as specified herein. Specifically, the agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

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

**ARTICLE 2
RECOGNITION**

(3) The Union is recognized as the sole and exclusive representative for the purpose of establishing negotiated rates of pay, wages, hours and other conditions of employment for all employees who have completed their probationary period in the job classifications listed below:

Custodial Worker

Custodial Worker Lead Person

Window Washer

Bridge Oiler

(4) A full-time employee is defined as an employee who is regularly scheduled to work the normal working hours of his or her department or division. A part-time employee is one who is scheduled or called into work on an irregular basis, as determined by Management based upon operational need. A part-time employee shall be entitled to benefits under this agreement, as defined in Article 46.

(5) Specifically excluded from the Bargaining Unit, except as otherwise provided above, are employees who may be defined under R.C. 4117 as seasonal, casual, temporary, management, supervisory and/or confidential, as well as employees who do not hold the classifications cited herein.

(6) The City shall not utilize part-time employees for the purpose of displacing full-time employees, without the consent of the union.

JON M. DILENO
jmd@zrlaw.com

May 28, 2014

Yanela Sims
Northern Ohio Coordinator
SEIU, Local 1
1368 E. 34th Street
Cleveland, OH 44114

**RE: Negotiations between City of Cleveland and SEIU Local 1
SERB Case No. 2012-MED-11-1367**

Dear Yanela:

Enclosed are three original fully-executed contracts between the City and the SEIU. I will electronically file a copy of the contract with SERB.

Sincerely,

ZASHIN & RICH CO., L.P.A.



Jon M. Dileno

JMD/tr
Enclosures

1604-12-21

attorneys at law

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(5) Specifically excluded from the Bargaining Unit, except as otherwise provided above, are employees who may be defined under R.C. 4117 as seasonal, casual, temporary, management, supervisory and/or confidential, as well as employees who do not hold the classifications cited herein.

(6) The City shall not utilize part-time employees for the purpose of displacing full-time employees, without the consent of the union.

**ARTICLE 3
MANAGEMENT RIGHTS**

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

- (a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City, standard of services, its overall budget, utilization of technology and organizational structure.
- (b) Direct, supervise and evaluate or hire employees and to determine when and under what circumstances a vacancy exists.
- (c) Maintain and improve the efficiency and effectiveness of City operations.
- (d) Determine the overall methods, process, means, or personnel by which City operations are to be conducted.
- (e) Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees.
- (f) Determine the adequacy of the work force.
- (g) Determine the overall mission of the City.
- (h) Determine the duties to be included in all job classifications and the standards of quality and performance to be maintained.
- (i) Promulgate and enforce work rules, City orders, policies and procedures.
- (j) Require employees to use or refrain from using specified uniforms or other tools of the City.
- (k) Determine hours of work and work schedules.

- (l) The City shall have the right to subcontract services. However, for subcontracting which would result directly in the layoff of employees, the City shall follow the following process: Sixty-five (65) 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. Should employees be subject to layoff as a result of the decision to sub-contract, the City will make a good faith effort to assign displaced employees to vacant positions for which they are qualified or can be trained to become qualified within a reasonable period of time. The City and the Unions 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.

- (m) Effectively and efficiently manage the work force and to utilize personnel in the manner determined by the City to be most effective and efficient.
- (n) Take reasonable actions to carry out the mission of the public employer as a governmental unit.

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

ARTICLE 4 UNION RIGHTS

(9) 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 employees refuse to do any work, regardless of the existence of a lawful primary labor dispute, if, in the City's judgment, such refusal would be detrimental to the public health or safety, unless the City cannot reasonably provide for the personal safety of the employees.

**ARTICLE 5
NO-STRIKE**

(10) 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 section “strike” means concerted action in failing to report to duty; willful absence from one’s position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms, and conditions of employment for the duration of this Contract or any extension thereof.

(11) Violations of this paragraph may constitute an unfair labor practice, as determined and remediable by the State Employment Relations Board. In the event an Unfair Labor Practice is determined by SERB, the City will not subsequently impose discipline except as recommended by SERB. The City reserves the right to discipline employees for any illegal strike action or violation of this paragraph.

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

(13) The City shall not lock out any employees for the duration of the Contract.

**ARTICLE 6
LIMITED RIGHT TO STRIKE**

(14) Upon or after expiration or termination of this Contract or any extensions, employees have the right to strike under Chapter 4117 of the Revised Code, provided that the employee organization representing the employees has given a ten (10) day prior written notice

of an intent to strike to the public employer and to the Board; however, the Board, at its discretion, may attempt mediation at any time.

ARTICLE 7
UNION SECURITY AND CHECK-OFF

(15) All employees in the bargaining unit covered by this Contract who are member of the Union on the date the Contract is signed, and all other employees 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.

(16) The City agrees that all employees in the Union's bargaining unit shall be either members of the Union, or be required to pay a fair share fee to the Union as a condition of continued employment in accordance with the terms of Ohio Revised Code 4117.09(C). As provided by that statute, such fair share fee requirement shall not be effective until at least sixty (60) days following the beginning of employment or completion of the probationary period, whichever is less. The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for the purpose and bearing his signature. Provided that –

- (a) An employee shall have the right to revoke such authorization by giving written notice to the City (and) with a copy to the Union during the first 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, and

(b) The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit. The City will notify the employee of his transfer to a job out of the bargaining unit.

(17) Deductions under Paragraph 16 of this Article shall be made during each pay period of each month, but if an employee's pay for that period is insufficient to cover Union dues, the City will make a deduction for the pay earned during the next pay period.

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

(19) The City will deduct voluntary contributions to the SEIU/Local 1 COPE/PAC fund from the pay of employees covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that: (a) an employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time (the authorization card shall clearly state on its face the right of an employee to revoke); (b) the City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit; and (c) the contribution amount shall be certified to the City by the Union. All COPE/PAC contributions shall be made as a deduction separate from the fair share fees and dues deduction.

(20) The Union shall provide the City with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the provisions of this Article. The transmittal shall be accompanied by an alphabetical list of all employees for whom deductions have been made and the names of employees for whom deductions have been terminated and the reason for termination.

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

ARTICLE 8 UNION REPRESENTATION

(22) The City recognizes the right of the Union to select Delegates, alternate Delegates, and a Grievance Chair to represent the employees on grievances arising under this Contract as follows:

The alternate Delegate shall act as Delegate when the Delegate is absent from work and the Union must at all times have a Delegate or alternate Delegate in each of the locations.

The City also recognizes the right of the Union to appoint an Executive Board member.

(23) A Delegate shall be permitted to investigate and process a grievance within his own location and attend the meetings as provided in the Grievance Procedure during their working hours without loss of regular (straight-time) pay, and such activity shall be with proper regard for the City's operational needs and work requirements. All Delegates shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling. Delegates shall give their supervisors reasonable verbal as well as written prior notice of union-related work. Delegates shall fill out a log which contains their name, time, date, destination, telephone number where the officer can be reached, and their estimated time of

return. Within the time limits set forth in the Grievance Procedure, meetings shall be held at mutually convenient and acceptable times to the City and the Union.

(24) The Union will be required to provide the Director of the Department of Personnel & Human Resources and the Chief Assistant Director of Law for the Labor & Employment Section of the Department of Law with written notice of the identity of all of its Delegates, alternate Delegates, its Grievance Chair, and its Executive Board member, with reference to the jurisdiction/location of each Delegate and alternate Delegate, by January 1st of each year, or, if applicable, within ten (10) calendar days of any change in the identity of a particular Delegate, alternate Delegate, Grievance Chair, or Executive Board member during a calendar year.

(25) The City will provide the Union with written quarterly notice, e-mailed in Excel spreadsheet format to the Union's Administrative Organizer, with the name, home address, job classification, department, and division of all employees in the bargaining unit. In addition, at the time the City provides the Union the dues-deduction information identified in Paragraph (18) of the Agreement, the City will provide the Union with the name of all bargaining unit members newly hired or terminated during the month, along with each bargaining unit member's home address, job classification, and date of hire or termination (as appropriate).

ARTICLE 9 UNION VISITATION – BULLETIN BOARDS

(26) The business representative 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.

(27) The City shall provide the union with a bulletin board at mutually selected locations. Provided –

- (a) No notice or other writing may contain anything political or critical of the City or other writing may contain anything political or critical of the City or any City official or any other institution or any employee or other person.
- (b) All notices or other materials posted on the bulletin board must be signed by the President, Business Representative or Delegate of the Union or a representative of the 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.

ARTICLE 10 NON-DISCRIMINATION

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

(29) All employees have the right to join the Union and to participate in lawful concerted Union activities. There shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee because of Union membership, or because of any lawful activity in an official capacity on behalf of the Union if performed in accordance with this Contract except as provided herein.

(30) The Union, its officers and members shall not intimidate or coerce any employee(s) into (a) joining or remaining members of the Union, or (b) participating either as a grievant or witness in any grievance procedure.

**ARTICLE 11
PROBATIONARY PERIOD**

(31) New employees shall serve a probationary period of six (6) months. The probationary period may be extended for up to thirty (30) days by agreement of the parties if the employee needs the additional time to complete a certification that is required for the position. If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to those provisions. Discharge of an employee prior to completion of the probationary period shall not be subject to the Grievance Procedure herein. Paid and unpaid time off shall not be included in the calculation of the six-month probationary period.

**ARTICLE 12
SENIORITY**

(32) Job classification seniority is defined as an employee's length of service while holding the same classification. The employee shall receive credit for all time spent on the City's payroll in that classification. Job classification seniority would be used to determine lateral transfer, shift and work week bids. Any conflicts in lay-off due to employees having the same job classification seniority date shall be determined first by giving preference to employees with prior service with the City. Thereafter, employees shall be selected by being laid off based on the lowest last four digits in the employees' Social Security numbers so affected.

(33) City employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire. City employment seniority would be applied for the purpose of accruing such benefits as vacation, longevity, and accrued sick leave.

- (34) City employment seniority shall be terminated when an employee:
- (a) Resigns or quits;
 - (b) Is discharged for just cause;
 - (c) Is laid off for more than twenty-four (24) consecutive months;
 - (d) Is absent without leave for three (3) consecutive work days and fails to give proper excuse or notice for the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee;
 - (e) Fails to report to work within ten (10) consecutive working days from the date on which the City sends the employee notice by certified mail that he has been recalled from layoff (notice to be sent to last known address).

In addition, City employment seniority shall be suspended for non-FMLA leaves of absence in excess of sixty (60) calendar days.

(35) The City will provide the Union with a list of all employees in the bargaining unit listing name, job classification, department, date of hire, and date of classification, not more than twice per year upon request by the Union. Employees shall be required to notify the Employer of any changes in addresses and telephone numbers and the City shall rely upon the last address and telephone number it has on file for an employee.

ARTICLE 13 STATUS

(36) An original appointment is the first appointment (hire) of an employee in the classified civil service of the City of Cleveland. The appointment shall be any appointment made from an eligible list, created as a result of either a competitive or non-competitive entrance examination, or by the registration of the unskilled labor class. Original appointment shall include all appointments made into the classified service of the City, including regular

appointments, but shall not include the promotional appointment of a City employee pursuant to procedures contained in this collective bargaining agreement.

ARTICLE 14 JURY DUTY

(37) 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 or witness duty;
- (b) If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature; and,
- (c) Turn in the amount received as a jury or witness fee to the City Treasurer in order to receive his regular pay for this time period.
- (d) Employees reporting to work within their normally scheduled workday during the week(s) they are on jury duty will receive straight time pay for such work.

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

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

ARTICLE 15
SICK LEAVE WITH PAY

(39) 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 has been cumulative and sick leave shall continue to accumulate without limitations.

- (a) Paid sick leave shall be granted only for pregnancy leave, actual sickness or injury, confinement by reason of a contagious sickness, or visit to a doctor or dentist for medical care of the employee or his immediate family, and pregnancy (including postpartum periods).
- (b) Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed his initial probationary period with the City.
- (c) No paid sick leave shall be granted unless the division authority designated by the City is notified of the sickness no later than one (1) hour prior to the employee's scheduled starting time on the first day of the absence on account of sickness. Absences not reported as stated above may be excused by his employer if the Appointing Authority or his designee determine that there were unusual circumstances which were beyond the employee's control. An employee is required to call in on each day off or notify the City of the duration of his absence.
- (d) A certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who is on the absence abuse list, or after any illness requiring hospitalization. The certificate must include: re-employment date, work capable of being performed, all restrictions. An employee may be required to bring in a

doctor's certificate for any sickness beyond three (3) days, if so notified by supervision. The validity of all medical excuses and physician's certificates are subject to review by the City. Any reviews or medical examinations by the City shall be done on City time.

- (e) Upon retirement or death, an employee, or his legal representative, shall have the right to convert his accumulated paid sick leave into cash at the rate of one (1) day's pay for each three (3) days of unused accumulated paid sick leave. The pay rate used shall be the same three (3) years average as used under P.E.R.S., of earnings, overtime and longevity pay divided by the total hours worked for that period of time.
- (f) An employee who is hurt on the job shall have the option of using his paid sick leave, workers' compensation benefits, or his vacation, whichever he prefers.
- (g) An employee found to be using a leave of absence for a purpose other than that for which it was granted may be terminated. An employee so terminated may grieve such termination under the grievance procedure which is part of this collective bargaining agreement.
- (h) Employees can take sick leave only in one-hour (1) increments, except that employees who are assigned to work on a crew cannot use sick leave in less than one-half (1/2) day increments.
- (i) The City reserves the right to implement a no-fault attendance policy. The City will notify the Union prior to implementing such a policy and will meet and confer with the Union regarding the policy. The Union reserves

the right to file a grievance regarding the reasonableness of a newly-implemented policy.

(40) 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 is experiencing a serious health condition as defined by the FMLA; who must have exhausted his own sick leave, vacation and personal leave; and who also must not be on the absence abuse list. The following conditions shall apply:

- (a) An employee may contribute up to a maximum of forty (40) hours within a calendar year of his accumulated paid sick leave but must retain at least one hundred (100) hours of accumulated leave after any contribution. The employee so contributing his paid 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.
- (c) The City may, at its election, cancel this program by serving notice to the Union three (3) months in advance of said cancellation date. Said cancellations shall not be done on an arbitrary or capricious basis.

ARTICLE 16 GENERAL LEAVE

(41) All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms to be provided by the City. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the

City. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists.

(42) An employee who fails to report at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to discipline up to and including discharge.

(43) An employee in any unpaid leave of absence does not accrue credit toward vacation or paid sick leave. The only exception is an employee who falls under our military leave provision expressed herein.

ARTICLE 17 FUNERAL LEAVE

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

- (a) If the funeral is within the State of Ohio – 5 working days;
- (b) If the funeral is outside the State of Ohio – 7 working days.
- (c) To be eligible for funeral leave, an employee must provide the City with a funeral form (to be supplied by the City) and must attend the funeral, and the failure to do so, or a misrepresentation of facts related to a funeral leave, shall be proper cause for disciplinary action (including forfeiture of pay for the leave).
- (d) Falsification of funeral leave will result in discipline up to and including discharge.

**ARTICLE 18
UNION LEAVE**

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

(46) An unpaid leave of absence shall be granted to an employee selected for Union office for up to six months. An unpaid leave of absence of up to seven working days shall be granted to an employee to attend a Union convention. In each case, written documentation will be supplied by the Union to the City's Labor Relations Office.

**ARTICLE 19
EDUCATIONAL LEAVE**

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

**ARTICLE 20
SICK LEAVE WITHOUT PAY**

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

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

**ARTICLE 21
FAMILY MEDICAL LEAVE**

(49) As appropriate, the City will designate an employee's use of paid and unpaid time as Family Medical Leave consistent with the Family Medical Leave Act (FMLA) and sick leave and leave of absence policies.

(50) The Employer agrees to comply with the provisions of the Family and Medical Leave Act. However, no questions arising as to the City's compliance with the provisions of FMLA shall be subject to the grievance procedure which is a party of this collective bargaining agreement.

**ARTICLE 22
MERITORIOUS LEAVE**

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

**ARTICLE 23
MILITARY LEAVE**

(52) The City agrees to provide military leave in accordance with federal and state law as well as all applicable City ordinances, policies, and procedures.

ARTICLE 24
LAY-OFF

(53) Whenever it is necessary because of lack of work (including displacement because of discontinuance of operations and/or subcontracting) or funds, or whenever it is advisable in the interest of economy or efficiency to reduce the working force of the City, employees shall be laid off in the following order:

Seasonal employees
Part-time employees
Full-time employees

(54) When a layoff is necessary, employees shall be laid off on the basis of classification seniority within their division, provided however, that the remaining employees have the qualifications, skill and ability, to perform the work required and provided further that no layoffs shall be effected or influenced by politics, religion, gender or age, or used as a substitute for disciplinary action.

(55) Before any bargaining unit employee is given notice of layoff, 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, and if any such job is available, the employee will be given the option of accepting it at the appropriate rate of pay rather than being laid off. The Union shall receive a copy of all such layoff notices.

(56) Regular full-time employees shall be given a minimum of fourteen (14) calendar days' advance written notice of layoff indicating the circumstances which make the layoff necessary.

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

(58) Any exceptions to the above will be provided for by mutual consent between the City and the Union.

(59) Part-time employees who become full-time employees shall have their irregular hours of work pro-rated toward their years of service as a full-time employee for the purpose of seniority under this Article (e.g. an employee who has worked 1040 hours as a part-time employee shall receive six (6) months of full-time credit for layoff-order purposes).

ARTICLE 25 RECALLS

(60) Employees shall be recalled 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 City sends the recall notice to the employee by certified mail to his last known address (as shown on the City's records). A certified employee shall not be on a layoff list for a period of two years.

(61) When an employee is recalled to another division, the employee shall receive the same rate that person was receiving at the time of the layoff.

(62) Previously laid-off employees accepting jobs in other classifications and divisions may be recalled to their previous classifications and divisions by Management, at its option.

ARTICLE 26 TEMPORARY CLASSIFICATION CHANGE

(63) All employees shall be required to perform any assigned duties regardless of their usual or customary duties or job assignment.

(64) An employee shall be temporarily assigned to work in another classification be receiving written notice authorizing said assignment. This assignment shall not exceed thirty (30) working days, except (1) to fill a vacancy caused by an employee being on an approved leave of absence; (2) to fill an opening pending permanent filling of said opening; (3) to meet an

emergency situation. In the event that a temporary assignment must exceed thirty (30) days due to the filling of an opening pending permanent filling, the temporary assignment may last up to 180 days. Such a temporary assignment requiring an extension beyond 180 days may be extended upon mutual agreement between the Union and the City of Cleveland.

(65) Once the employee receives his written notice and begins his assignment, his rate of pay shall be as follows:

Said employee shall suffer no loss in pay. He shall receive a five percent (5%) hourly increase or to the bottom of the pay band of the permanent employee's classification, whichever is greater. Said increase shall not result in the employee receiving more than the permanent employee he is replacing. In no event is any increase to exceed the top of his new pay band, as prescribed by City Ordinance.

EXAMPLE A

Employee was earning \$6.00 per hour and the bottom of the pay band is \$8.00 per hour. The employee would earn \$8.00 per hour.

EXAMPLE B

Employee was earning \$6.00 per hour and the bottom of the pay band is \$6.20 per hour. The employee would be paid \$6.30 per hour (\$6.00 x 1.05).

EXAMPLE C

Employee was earning \$6.00 per hour and the employee he is replacing is paid \$5.00 per hour. The employee would receive \$6.00 per hour.

EXAMPLE D

Employee was earning \$6.00 per hour and the employee he is replacing is paid \$6.20 per hour. The employee would receive \$6.20 per hour.

(66) The City will not rotate temporary assignments.

ARTICLE 27
JOB EVALUATION AND CLASSIFICATION

(67) Job description, and/or job classification shall not be subject to the provisions of the Grievance Procedure.

(68) If substantial changes in the method of operation, tools, or equipment of a job occur, or if a new job is established which has not been previously classified, the wage rate for such job shall be determined by the Department of Personnel & Human Resources. In the event the name of a classification in the bargaining unit is changed and the work duties remain substantially unchanged, the City will promptly notify the Union of said change. Before putting such rate into effect, the Department of Personnel & Human Resources will promptly notify and meet with the Union concerning the proposed change or rate, but once this is done, the City may put the change or rate into effect without any further delay. Thereafter, the Union can file a grievance at Step Four (4) of the Grievance Procedure on the single issue of whether the rate established by the Department of Personnel & Human Resources is reasonable or unreasonable, and the arbitrator shall have the authority to set a new rate if he determines that the rate set by the Department of Personnel & Human Resources is unreasonable. Any rate mutually agreed to by the City and the Union, or decided by the arbitrator, shall become part of the wage agreement, subject to judicial review and law.

(69) In the event a new classification is established by the City which is related to an existing classification in the bargaining unit, the Union will promptly notify the City in writing and request a meeting. The parties agree to meet within seven (7) days of the notice to mutually agree upon the new classification and rate of pay. The Union shall bear the burden of proof at said meeting and if the parties are unable to agree, the Union may file a grievance at Step 5 of the Grievance Procedure, provided that if more than one Union is claiming the classification, the

arbitration hearing shall include, as parties, all such Unions wishing to represent such classification; and, provided further, that if there is a state or local law which governs such representation matters, that law and procedure shall control.

(70) The Union recognizes the value of bona fide citizen volunteer and nonprofit organization initiatives and agrees not to grieve or arbitrate work jurisdiction disputes arising from such initiatives so long as such initiatives do not directly result in the layoff of employees.

ARTICLE 28 PLACEMENT OF DISABLED PERSONS

(71) If a bargaining unit member has been declared disabled by a licensed physician and such disability is of a nature which may preclude the bargaining unit member from performing the essential functions of his or her position indefinitely or permanently, the bargaining unit member or Union may petition the City to have said bargaining unit member's case reviewed by the City's ADA compliance committee. The Committee will make a determination as to whether the bargaining unit member is able to perform the essential functions of his or her job, with or without reasonable accommodation. If it is the Committee's determination that said bargaining unit member is unable to perform the essential functions of his or her position, under the conditions outlined herein, the City and the Union will meet for the purpose of attempting to place said bargaining unit member into another job within the City. Such cases shall supersede lateral transfers, job bidding promotions, work week and shift preferences.

(72) If a bargaining unit member is not disabled, as described above, but is able to return to work on a limited (light duty) basis, as certified by the bargaining unit member's physician and the City's physician, such an employee shall not be discriminated against in the assignment of such work, if such work is available.

**ARTICLE 29
PROMOTIONS**

(73) Whenever there is a job opening in the exclusive bargaining unit covered by this Contract, the City determines that a vacancy exists and should be filled on a regular basis. Whenever management determines there is a vacancy in a classification within the bargaining unit and there is no Civil service eligibility list, no Civil Service examination is pending or there has been no reassignment, the City shall post a bid notice where the vacancy exists with a copy to the Union. A notice of the opening and a job bidding form will be simultaneously posted for ten (10) calendar days in the Department of Personnel and the Division where the opening exists. A copy of the notice and job bidding form will be sent to the Union. All City employees will have the ten (10) day period in which to bid for the job by signing the job bidding form.

(74) Thereafter, the job will be awarded within the Division in accordance with the following preferences schedule:

(75) Qualified employees within the Division on the basis of seniority.

- (a) For non-promotional, non-lateral vacancies, vacancies will be awarded to a qualified employee based on seniority.
- (b) For promotional vacancies, vacancies shall be awarded to a qualified employee based on past performance, work-related experience, education/training, special job requirements and the like.

(76) An employee who is awarded a job under the bidding procedure will be given a reasonable period of time, but not more than thirty (30) calendar days. To prove that he is qualified to hold such job on a permanent basis, and if he cannot prove his qualifications within that period of time, he will be returned to his former job. In order to provide continuity of service while filling a job opening, the City shall have the unrestricted right to fill openings and

make transfers on a temporary basis pending the selection of an employee (including completion of the qualification period) for a job under these provisions. An employee awarded a job under the provisions of Promotion Procedure shall receive, thirty (30) calendar days after time of promotion, the next highest rate above his previous rate.

(77) No employee shall be eligible for promotion who has not satisfactorily completed the required probationary period.

(78) An employee awarded a job under the provisions of the procedure shall receive, at the time of his promotion, a five percent (5%) wage increase, or placement at the bottom of the band, whichever is greater. In no event is any increase to exceed the top of his new pay band, as prescribed by City Ordinance.

ARTICLE 30 LATERAL TRANSFERS

(79) An employee may exercise his job classification seniority on a division basis for the purpose of transferring within the same work location or to another work location with the same classification within his bargaining unit when an opening occurs, provided he has the ability to perform the work involved, has not received a disciplinary suspension within the last twelve (12) months, and his division's operational needs permit such a change. An employee may submit his/her request for lateral transfer to the division where the vacancy occurs when the position is posted pursuant to Paragraph 72. An employee shall retain a copy of the request. The lateral transfer request will be granted prior to a bid. Once an employee has been awarded his transfer, he shall not be permitted to make another transfer within the next six (6) month period.

(80) Any employee who is transferred from one division to another and whose transfer is initiated by Management, shall receive at a minimum the same wage rate that person was receiving in the former division.

(81) An employee who is transferred as a result of a request initiated by the employee shall, prior to the implementation of the transfer, be made aware of the rate of pay for the applicable classification in the new division. In accepting the requested transfer, the employee specifically agrees to be compensated for the position in the new division at the quoted rate of pay whether the rate is more or less than the employee received in that person's division of origin.

(82) An employee who requests, but later refuses a transfer opportunity, shall not be disqualified from consideration when other vacancies become available for which that person may be qualified.

ARTICLE 31 WORK WEEK PREFERENCE

(83) An employee may exercise his job classification seniority to transfer from one work week to another work week within his classification within his location. When an opening occurs, the City shall post a notice of the opening and work week involved for five (5) consecutive work days. During posting period such employees must make written application (on forms provided by the City with a copy provided to the employee) for the posted opening. At the conclusion of the fifth day the opening shall be awarded to the most senior employee making application for said opening provided he has the ability to perform the work involved.

ARTICLE 32 SHIFT PREFERENCE

(84) An employee may exercise his job classification seniority to transfer from one shift to another shift within his classification within his location. When an opening occurs, the City shall post a notice of the opening and the shift involved for five (5) consecutive work days. During the posting period, such employees must make written application (on forms provided by

the City with a copy provided to the employee) for the posting opening. At the conclusion of the fifth day the opening shall be awarded to the most senior employee making application for said opening, provided he has the ability to perform the work involved. In such cases an employee's preference shall supersede the job bidding promotion provisions of this Contract. Once an employee has been awarded his preference, he shall not be permitted to make another preference within the next six (6) month period.

ARTICLE 33 HOURS OF WORK

(85) The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals during the period starting 12:01 a.m. Monday to midnight Sunday, except where different hours are necessary to meet operational requirements. The City reserves the right, as operational needs and conditions require, to establish and change hours of work, shifts and schedule of hours. The Union shall receive notice (in writing, if practicable) of changes of work schedules and procedures before they are put into effect.

- (a) All employees who work a regular work day shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Union.
- (b) There shall be two (2) fifteen (15) minute rest periods on each shift each workday. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, but they may not be scheduled immediately before and after the meal period or at the start or the end of a shift.

- (c) 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 hour period, and, in addition, a thirty (30) minute meat period, if the employee works four (4) hours or longer.
- (d) An adequate eating area shall be furnished by the Department of Port Control where employees' lunch period movements are restricted.

**ARTICLE 34
SHIFT PREMIUM**

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

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

2nd Shift: An employee for whom the majority of his normal hours of work fall after 3:00 p.m. and before 12:30 a.m. receives a shift premium thirty-five cents (\$.35) per hour.

3rd Shift: An employee for whom the majority of his normal hours of work fall between 12:30 a.m. and 7:30 a.m. receives a shift premium of thirty-five cents (\$.35) per hour.

(87) Employees equally rotating between all three shifts shall receive thirty-five cents (\$.35) per hour.

**ARTICLE 35
OVERTIME**

(88) The City shall be the sole judge of the necessity for overtime and assigned overtime must be worked.

(89) The City shall retain the sole and exclusive rights to determine weekly and daily work schedules and the number of shifts required.

(90) All employees in the job classifications covered by this Contract shall receive time and one-half (1 ½) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week.

(91) All employees in the job classifications covered by this Contract shall receive time and one-half (1 ½) their regular rate of pay for all hours worked in excess of eight (8) in one (1) day.

(92) All employees in the job classification covered by this Contract shall receive time and one-half (1 ½) their regular rate of pay for all hours worked on holidays.

(93) Paid holiday hours and paid vacation hours shall be counted as hours worked for the purposes of computing overtime; sick leave shall not.

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

ARTICLE 36 EQUALIZATION OF OVERTIME

(95) The City shall be the sole judge of the necessity for overtime. When overtime is required, the City shall offer the available overtime to employees within the same classification.

(96) The City shall equalize all overtime among employees within the same classification within a unit or work location. Employees who are offered overtime, and, for any reason, refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution. Emergency overtime cannot be refused. An employee may be excused due to a personal emergency provided a replacement can be obtained in time to

meet the City's emergency. 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.

(97) In emergency or non-routine situations, the Union continues to recognize the City's right to assign overtime to employees on the basis of their specific qualifications or other factors the City deems important in responding to the overtime situation, regardless of overtime equalization efforts. Employees interested in working overtime must notify management of their willingness for overtime on a semi-annual basis. Repeated refusals or non-responses to quests to work overtime assignments shall result in discipline and/or removal from the overtime eligibility list.

(98) A record of all overtime hours worked by each employee 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 employees or the Union on request. All overtime hours shall be recorded on a daily basis by the City.

ARTICLE 37 VACATIONS

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

<u>Years of Service</u>	<u>Vacation</u>
After 1 year	10 days
After 8 years	15 days
After 12 years	20 days
After 22 years	25 days

(100) The administration of vacations (including eligibility requirements) shall be in accordance with the following rules and regulations established by the Department of Personnel & Human Resources and the Union:

- (a) Any employee who has completed less than one (1) year of continuous employment by December 31st of the previous year shall receive one (1) work day off for each month worked prior to December 31st of the previous year, but not to exceed ten (10) days. New employees whose starting day is prior to the 16th of the month shall be credited with-one (1) day of vacation for that month.
- (b) For vacation purposes, an employee's continuous employment is defined as the period of time during which he is continuously listed as an employee on the rolls of the City, including authorized paid leaves of absence.
- (c) If an employee is discharged for cause or quits, and is re-employed at a later date, his length of continuous employment will be computed from the date of his re-employment.
- (d) 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 time, in addition to receiving pro rata vacation earned during the current year in which he terminates.
- (e) Time in authorized leave of absence shall be deducted for purposes of computing the amount of employment.
- (f) An employee transferred from one department to another shall be given credit for his service elsewhere with the City, providing such employment has been continuous.

- (g) An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year, shall earn vacation leave at the rate for which he is eligible based on length of service, as follows: less than eight (8) years' service -- one (1) day per month, not to exceed two (2) weeks; eight (8) years but less than twelve (12) years' service -- 1 ½ days per month, not to exceed three weeks; twelve (12) years, but less than twenty-two (22) years' service -- (two) 2 days per month, not to exceed four (4) weeks; twenty-two (22) years' service -- 2 ½ days per month, not to exceed five (5) weeks.
- (h) An employee may use any vacation leave earned prior to December 31st of the preceding year. Vacation leave being earned currently in any calendar year may not be used until after December 31st of that year.
- (i) Vacations shall be taken during each current year, provided that the City may, in special and meritorious cases, permit an employee to accumulate and carry over his vacation leave to the following year and must be taken during that period of time.
- (j) An employee who is eligible for vacation under existing rules and leaves the employ of the City shall receive any earned but unused vacation.
- (k) The beneficiary of a deceased employee shall receive payment for any unused vacation leave for which the employee was eligible at time of death. In the event of no beneficiary, payment shall be made to his estate.
- (l) Any employee eligible for vacation under existing rules, who enlists or is inducted into the armed forces, shall, at the time of leaving for military

service receive as terminal vacation, any credit earned prior to the previous December 31st and not taken. The leave of absence date may be fixed to coincide with the end of the vacation period.

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

(n) Probationary employees are not entitled to use vacation time during their probationary period and employees terminated during their probationary period shall not be eligible to cash-out accrued vacation.

(101) 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).

(102) If an employee is laid off prior to taking his vacation, he shall receive the prorated portion of any fully earned, but unused vacation leave within ten (10) calendar days.

(103) Employees may take their vacation during the calendar year at the convenience of the City. During the first quarter of each calendar year, employees will be given the opportunity to indicate, on a form provided by the City, their vacation leave preferences, and promptly thereafter a written vacation schedule (by department) will be prepared by the City with priority given to employees according to their divisional or job classification seniority to the extent consistent with operational requirements. Once this 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.

**ARTICLE 38
CALL-IN PAY**

(104) An employee who is called in to work at a time when he is not regularly scheduled to report for 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.

**ARTICLE 39
WORKING CONDITIONS**

(105) When a window washer has reasonable cause to believe an unsafe condition exists on a job, he shall notify his supervisor of the specific hazard immediately. The working conditions shall be investigated by the City on an expedited basis. An employee may be assigned to perform alternative duties until such investigation is complete at his supervisor's discretion. Employees provided uniforms or uniform allowance and/or appropriate safety gear must report to work in said attire. Failure to do so will result in discipline.

**ARTICLE 40
HOLIDAYS**

(106) All regular full-time employees shall be entitled to eleven (11) paid holidays (inclusive of the two (2) floating holidays) as follows:

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

(107) Employees are entitled to two (2), eight-hour (8) floating holidays in each calendar year. Floating holidays may be used only in eight-hour (8) blocks and will be granted contingent upon operational needs and a request by the employee being submitted for consideration at least five (5) days prior to the date being requested. If the operating needs of the Department cannot be met because there are too many requests for a specific day, or for any other reason, the requests will be considered and approved in accordance with seniority guidelines. New hires cannot use floating holidays during their probationary period.

(108) To be entitled to holiday pay, an employee must work his or her last full scheduled work day before and first full scheduled work day after the holiday (i.e., approved floating holidays/personal holidays and approved vacation time are not considered work days for purposes of this paragraph).

(109) If any of the above holidays fall on a Sunday, the following day shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

ARTICLE 41 LONGEVITY

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

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

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
After 5 years	\$300.00
After 10 years	\$475.00
After 15 years	\$575.00
After 20 years	\$700.00
After 25 years	\$800.00

ARTICLE 42 HOSPITALIZATION

(112) 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 terms of the Labor Contract under the terms and conditions set forth in this Article. There shall be no duplicate coverage if both spouses are on the City's payroll. There shall be no reduction in benefit levels afforded by said plans unless by mutual agreement of the City and the Union.

Section A:

Health Care Benefits

- a. Effective through March 31, 2014, employees' healthcare benefits and premium contributions shall be consistent with the terms of the prior Agreement.
- b. Effective April 1, 2014, the City shall provide health insurance benefits consistent with the summary plan description attached to the Agreement as Addendum A.
- c. (1) Employee premium cost-sharing contributions for hospitalization, prescription, dental and vision coverage will be as follows:

Effective April 1, 2014:

	WELLNESS		NON-WELLNESS	
	<u>Individual Coverage</u>	<u>Family Coverage</u>	<u>Individual Coverage</u>	<u>Family Coverage</u>
MMO Plus (including Rx, dental and vision coverage)	12%	11%	16%	15%
HMO Health Ohio (including Rx, dental and vision coverage)	12%	11%	16%	15%
Kaiser (including Rx, dental and vision coverage)	12%	11%	16%	15%

Effective January 1, 2015:

	WELLNESS		NON-WELLNESS	
	<u>Individual Coverage</u>	<u>Family Coverage</u>	<u>Individual Coverage</u>	<u>Family Coverage</u>
MMO Plus (including Rx, dental and vision coverage)	13%	12%	17%	16%
HMO Health Ohio (including Rx, dental and vision coverage)	13%	12%	17%	16%
Kaiser (including Rx, dental and vision coverage)	13%	12%	17%	16%

(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.

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

d. The City shall have the discretion to implement and offer a voluntary, optional high-deductible hospitalization plan for employees with benefit levels as outlined in Addendum B. If so implemented and elected, the premium rates shall be as follows:

	WELLNESS		NON-WELLNESS	
	<u>Individual Coverage</u>	<u>Family Coverage</u>	<u>Individual Coverage</u>	<u>Family Coverage</u>
Employee Premiums (including Rx, dental and vision coverage)	8%	8%	12%	12%

e. To be eligible for the reduced premium contributions, the employee must complete annually a health-risk assessment and have participated once annually in a biometric screening. The screening can be attained either through a program offered by the City, at its option, or by the employee through an annual physical conducted by a physician. The screening shall require the following measurements:

- Height
- Weight
- Body mass index (BMI)
- Waist circumference
- Blood pressure

The screening shall also require a blood sample to measure:

- Total cholesterol
- High-density lipoprotein (HDL)
- Glucose
- Low-density lipoprotein (LDL) (available only with the fasting test)
- Triglycerides (available only with the fasting test)

The discount shall take effect the month following the employee's satisfaction of these screening requirements. The City shall establish the initial deadline in 2014 on which employees must satisfy the wellness survey/screening requirements. The City shall provide no less than thirty (30) days' advance notice of said deadline. Until such deadline is set, the "wellness" premium contribution rates shall apply.

f. The City shall have the right to change insurance carriers provided that benefit levels remain substantially the same.

ARTICLE 43 VISION INSURANCE

(113) The City shall provide a vision insurance plan for employees.

ARTICLE 44 LIFE INSURANCE

(114) The City shall provide all regular full-time employees with ninety (90) days or more of continuous service with the City with Fifteen Thousand Dollars (\$15,000.00) of life insurance.

ARTICLE 45 PART-TIME EMPLOYEES

(115) When a full-time custodial position becomes available at any division within the City, and there are no full-time employees on lay-off, and all internal bidding and transfers by full-time employees have been completed, then the City shall make the open position available to

the part-time custodial employees employed by the City and the employee shall not have received a disciplinary suspension within the last twelve (12) months, and has a good attendance record. An employee who becomes full-time shall not be eligible for a lateral transfer for one (1) year. The City will award the position to the part-time employee-applicant it deems most qualified. Where the City deems two or more applicants equally qualified, the City will award the position on the basis of seniority. Upon request, the Union shall be provided information used in awarding the position.

**ARTICLE 46
PART-TIME BENEFITS**

(116) All part-time employees at the Convention Center shall continue to be credited with paid vacation leave on a pro rata basis, in accordance with existing practice. Such employees shall also be subject to deductions for P.E.R.S. Furthermore, if the City allows other part-time City employees to purchase the City's medical benefit coverage at cost during the life of this Agreement, the City shall also extend said offer to members of the Union's bargaining unit.

**ARTICLE 47
PAY DAY**

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

- (a) Employees who choose to be paid by paycheck, 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 the Supervisor and/or Timekeeper to properly receive their paycheck.

- (b) For those employees who choose to be paid by paycheck, City time is not to be used for cashing a paycheck.
- (c) The City will process any pay error in the next regular pay period.
- (d) The City will notify the Union of any changes in the above provisions five (5) days in advance of such a change.

**ARTICLE 48
DISCIPLINE**

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

(119) 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.

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

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

(121) Both the employee and a 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. In the case of suspension, the employee will be advised of the duration of the suspension.

(122) 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.

(123) All employees are obligated to report convictions for DUI or drug related offenses, and failure to report may result in 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; and (c) for employees regularly scheduled to drive a City vehicle, two DUI convictions within a two year period.

ARTICLE 49 PERSONNEL RECORDS

(124) An employee shall, upon request, be permitted to review his/her Divisional personnel records file, except reference letters, in the presence of appropriate supervision and he/she may initial and date the contents found therein. Only copies of letters of discipline, evaluations and commendations shall be made available to the employee at the time of issuance.

However, any materials in the employee's personnel record which have not been seen or signed by him/her or which are more than two (2) years old at the time discipline is being considered shall not be used against him/her. The signing of any materials to be placed in an employee's personnel record does not indicate agreement by the employee as to the contents of the material but does acknowledge he/she has seen it.

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

ARTICLE 50 UNIFORMS

(126) Commencing in 2012, the City will either provide uniforms (without an obligation to clean them) or will annually provide employees up to \$300 worth of purchase orders, vouchers (or some equal-valued alternative) to buy approved uniforms. Additionally, all bargaining unit members of the Union shall receive an annual uniform maintenance allowance of \$175 payable by March 1. Employees will be responsible for maintaining their own uniforms. Employee will be required to wear uniforms. Failure to wear the appropriate uniform will subject the employee to disciplinary action. (See also side-letter attached to this Agreement.)

(127) Employees who are in "unpaid leave" (other than FMLA or military leave),"suspended" or "layoff" status shall not be entitled to uniform allowances and uniform maintenance allowances until and unless they return to "active" status.

**ARTICLE 51
PARKING TICKETS**

(128) 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.

**ARTICLE 52
DOCKING**

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

**ARTICLE 53
GRIEVANCE PROCEDURE**

(130) 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.

(131) 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. The grievance form shall set forth the complete details of the grievance, i.e., the facts upon which it is based, the paragraph(s) allegedly being violated, the approximate time of occurrence and the relief or remedy requested. It is understood that a written grievance may be amended by the Union at any time during the Grievance Procedure.

However, all amendments must be presented prior to the start of the Step Three (3) meeting at which the amended grievance is to be heard, except in the case of grievances which begin at Step 3, in which case all amendments must be presented not later than the Union's filing of its Notice of Intent to Appeal to Arbitration as required in Step 4, paragraph 134.

(132) It is important that the employee's grievance(s) regarding unjust or discriminatory discharges or Policy Grievances be handled promptly. Therefore, all such grievances shall be reviewed through the Grievance Procedure beginning at Step Three (3) within ten (10) working days as in Step One (1).

STEP 1

(133) When a grievance arises, the following procedure shall be followed: An employee who believes he has a grievance has a right to notify his Union Delegate of the situation and to discuss the alleged violation. This discussion shall take place with regard for the City's operational needs, but as soon as is reasonably possible. The grievance shall be reduced to writing and presented to the Commissioner or Appointing Authority or his designee within ten (10) working days of the event(s) giving rise to said grievance. The Commissioner or Appointing Authority or his designee shall meet with the Delegate and Grievant within five (5) working days from the date of receipt of the grievance in an effort to resolve the grievance. The meeting shall be held at an agreed time and place. Reasonable efforts will be made to conduct the meeting during working time without loss of pay. Within ten (10) working days after this meeting, the Commissioner or Appointing Authority or his designee shall give a written answer to the Delegate. Each grievance shall be answered separately. The answer shall set forth in detail the settlement reached between the parties and shall include the grievance number, grievant's name, and the date of the grievance hearing. Agreement on this settlement shall be

noted by both parties, in writing, on the grievance answer. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

STEP 2

(134) If the grievance is not satisfactorily settled at Step One (1), it shall be presented in writing to the employee's Director or his designee within ten (10) working days of the receipt of the Step One (1) answer. Within five (5) working days thereafter, the Director or his designee shall meet with the Delegate and Grievant. The meeting shall be held at an agreed time and place. Reasonable efforts will be made to conduct the meeting during working time without loss of pay. Within ten (10) working days after the Step Two (2) meeting, the Director or his designee shall give a written answer, as defined in Step One (1), to the Delegate.

STEP 3

(135) If the grievance is not satisfactorily settled at Step Two (2), it shall be presented in writing to the City's Labor Relations Representative, with a copy to the affected Director or his designee, within ten (10) working days after receipt of the Step Two (2) answer. The City's Labor Relations Representative and the Grievance Chair will mutually agree on a date for a monthly meeting for the purpose of considering grievances. A complete agenda for all grievances appealed in writing to Step Three (3) will be provided by the Union prior to each meeting. Within thirty (30) calendar days of the Step Three (3) meeting, the City's Labor Relations Representative shall give a written answer, as defined in Step One (1), to the Union's Grievance Chair.

STEP 4

(136) If the City's answer is not accepted under the procedures set forth in Step 3 or if no such answer has been given, the union shall serve written notice to the City of its intention to

arbitrate the grievance. Such notice will be within fifteen (15) calendar days after the City has answered or should have answered the grievance in accordance with the procedures set forth in Step 3 and shall be provided simultaneously to the Department of Personnel & Human Resources, c/o the City's Labor Relations Manager; and the Department of Law, c/o the Chief Assistant Director of Law For the Labor & Employment Section. Failure to serve such written notice of intent to arbitrate as required herein shall constitute a waiver of the right to arbitrate and the grievance shall be wholly abandoned. Within ten (10) calendar days thereafter, the Union shall notify the American Arbitration Association (AAA) or Federal Mediation Conciliation Service (FMCS) and the City at the same time, simultaneously to the same individuals identified above, of its intent to arbitrate the grievance and solicit a panel of arbitrators for selection by the parties. 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 ninety-six (96) hours advance notice of employees required to testify.

(137) 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.

(138) 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.

(139) 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.

(140) All decisions of arbitrators consistent with Paragraphs One Hundred Thirty-Six (136) and One Hundred Thirty-Seven (137) 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. Any grievance not filed within the time limits set forth above shall be denied as untimely. Any grievance not timely appealed by the Union within the time limits of this procedure shall be considered as resolved consistent with the City's answer at the previous grievance STEP. If the City fails to provide a timely answer to any grievance under this procedure, the Union may appeal the grievance to the next STEP. 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.

(141) Grievance Mediation:

- (a) All grievances which have been appealed to arbitration will be referred to mediation unless either party determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases which have first been mediated.
- (b) The parties shall mutually agree to a panel of five (5) mediators to serve in the capacity of grievance mediators or shall agree to select a mediator from the FMCS. Mediators must be experienced mediators and/or arbitrators with skills in mediation. Mediators may not serve as arbitrators.
- (c) Each member of the mediation panel will be asked to provide a schedule of available dates and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day. Mediation shall be scheduled on a rotating basis among the panel members to the extent the mediator is available and his/her schedule allows.
- (d) Representatives designated by each party shall have the right to be present at the mediation conference. Each party will have a representative vested with full authority to resolve the issues being considered.

- (e) The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediators will be returned to the party at the conclusion of the mediation hearing.
- (f) Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced in to evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
- (g) At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

- (h) If a grievance remains unresolved at the end of the mediation session, the mediator will provide an oral advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.
- (i) The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.
- (j) The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. Fees and expenses for grievance mediation shall be shared equally by the parties.

**ARTICLE 54
LEGALITY**

(142) It is the intent of the City and the Union that this Contract comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law and judicial opinions, and if it is determined by proper authority that any provision of this Contract is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Contract. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful alternative provision.

ARTICLE 55
WAGES

(143) Increase:

(a) 2013 1%
2014 2%
2015 2%

(b) Wage increases shall be effective as follows: (a) If April 1st falls in the first week of a pay period, the wage increase shall be effective at the beginning of that pay period; or (b) If April 1st falls in the second week of a pay period, the wage increase shall be effective at the beginning of the next pay period.

(144) Shift Premium: Shift premium for employees on the second, third, and rotating shifts will be thirty-five cents (\$.35) per hour.

(145) The minimum pay band shall be increased by the negotiated wage increase each year of the contract. In addition, the minimum pay band shall be no lower than the applicable "Living Wage" as defined by City Ordinance #2009-A-99, as amended.

(146) Employees not on the active payroll at the time the contract is executed are not entitled to retroactive payments of wages or other monetary benefits.

ARTICLE 56
COMPENSATION REVIEW COMMITTEE

(147) Within ninety (90) days of the signing of this Agreement, a committee comprised of no more than three (3) members assigned by the Union and three (3) members designated by the City shall develop recommendations for the creation of a step-schedule. The Committee shall submit said recommendations to the Administration for consideration within sixty (60) day of convening. Said recommendations cannot include a top step which exceeds the top rate

currently paid in the classification. If a step schedule is not accepted by the Administration; the parties shall submit proposed step schedules, not to exceed the top step referenced above, to an arbitrator who shall select either the City's or Union's proposal.

(148) Bargaining unit members shall not suffer a loss of any straight-time pay or benefits as the result of their attendance at such meetings.

**ARTICLE 57
LABOR-MANAGEMENT COMMITTEE**

(149) The parties agree that from time-to-time it may be in the best interests of the parties to meet over issues of mutual concern. All labor-management committee meetings shall be held only if the parties mutually agree to meet. The meetings may be scheduled on a quarterly basis but can be more or less by mutual agreement. The moving party agrees to provide an agenda at least two (2) weeks in advance so that adequate preparation is allowed. Unless otherwise mutually agreed to, the following shall govern the meeting:

- (a) The agenda shall be limited to three (3) items.
- (b) The meeting shall be limited to one (1) hour.
- (c) The parties have the right to select their own participants, limited to four (4) on each side including the official representative of the party.
- (d) The discussions that occur during these meetings shall not be raised in any future grievance or arbitration.

**ARTICLE 58
SAFETY TRAINING**

(150) The Union will cooperate in all safety training provided to or on behalf of the City's bargaining unit members. Employees shall cooperate with the City in establishing and maintaining said standards. Further, employees shall abide by established safety standards

wherever and whenever possible. It being understood that the duty to enforce and ensure safety standards rests solely with the City.

**ARTICLE 59
CUSTODIAL LEAD WORKER ASSIGNMENTS**

(151) An employee that is assigned to the position of Custodial Lead Worker shall receive an additional prorated \$3,744 per year. This amount shall not be used in the calculation of wage increases, but shall always be in addition to the employee's base rate. The union recognizes that the Director of Port Control or his designee shall have the sole discretion in the assignment of employees to the position of Custodial Lead Worker. No employee shall be determined to be a Custodial Lead Worker unless so assigned by the Director of Port Control or his designee. The Director of Port Control has the sole discretion in determining the necessity and duration for Custodial Lead Worker assignments and/or reassignments.

All employees that are considered for the Custodial Lead Worker position will be required to participate in a competitive interview process. To be considered for the position of Custodial Lead Worker, and to be eligible for the interview process, employees must meet the following baseline criteria:

1. The employee must have a minimum of three (3) years' experience as a full-time Custodial Worker with the DPC or the City of Cleveland.
2. The employee must have demonstrated acceptable work performance.
3. *The employee must have a two year discipline-free period preceding consideration.
4. The employee cannot be in the City's Attendance Program prior to consideration.

(*Discipline in the above context is considered a written warning or higher.)

(152) Any demotion or removal from a Custodial Lead Worker position shall be governed by established disciplinary procedures or as operational needs dictate. Reductions based on operational needs shall be made in inverse order of seniority as a Custodial Lead Worker.

(153) Employees of the bargaining unit who participate in the competitive interviewing process, and are not selected to fill the Custodial Lead position shall be informed in writing. Also, an employee that is not selected may request an explanation from the Director of Port Control or his designee.

(154) The City acknowledges that the Custodial Lead Worker will not be required to administer discipline.

(155) The City agrees that the initial Custodial Lead Worker assignments will be filled within ninety (90) days of the ratification of the 2013-2016 contract and the City will notify the Union in writing of these initial assignments.

ARTICLE 60 DURATION

(156) This Contract represents a complete and final understanding on all bargainable issues between the City and the Union and it shall be effective as of the date of ratification and remain in full force and effect until March 31, 2016.

(157) This Contract supersedes all previous agreements and memorandums.

(158) All side agreements executed prior to the ratification of the collective bargaining agreement must be in writing, fully executed, and attached to the contract in order to be valid and enforceable.

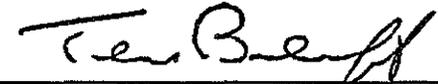
(1) All side agreements executed after the ratification of the collective bargaining agreement require at least the signature of the Director of the Department of Personnel & Human Resources and the Chief Assistant Director of Law for the Labor & Employment Section of the Department of Law in order to be valid and enforceable.

CITY OF CLEVELAND

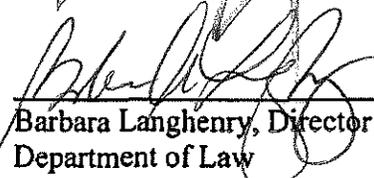
SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1



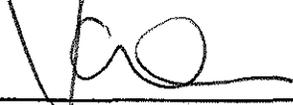
Frank G. Jackson, Mayor Date



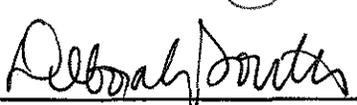
Tom Balanoff, President Date



Barbara Langhenry, Director Date
Department of Law

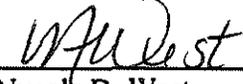


Yanela Sims, Date
Northern Ohio Coordinator



Deborah Southerington, Director Date
Department of
Personnel & Human Resources

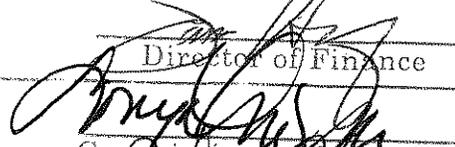
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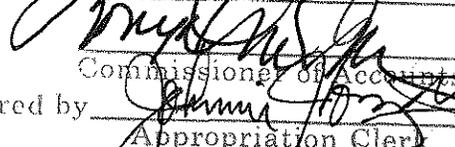


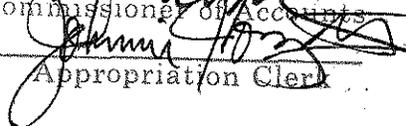
Nycole D. West, Date
Labor Relations Manager, Department of
Personnel & Human Resources

1604-12-21

The sum of \$0.00
_____ Dollars
required for this Contract was on
5/9/14, and is at this
date in the City Treasury or in process
of collection, to the credit of
01001000 Fund and
not appropriated for any other purpose.



Director of Finance


Commissioner of Accounts
Entered by 

Appropriation Clerk

DRUG & ALCOHOL TESTING POLICY ADDENDUM

(160) The City shall have the right to implement the drug and alcohol testing policy below. The Union shall have the right to grieve the interpretation, application and enforcement of the action taken by the City under the policy. The policy does not prohibit the City from enforcing regular disciplinary procedures related to drug or alcohol abuse.

(161) 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. Such testing shall be conducted in accordance with the DOT procedures. Additionally, an employee involved in any accident resulting in personal injury or five-hundred dollars (\$500.00) or more of property damage shall submit himself or herself to post-accident drug-alcohol testing. 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.

(162) 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 will be sent 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 immediate preceding the leave of absence or documented involvement with drugs off the job.

(163) 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.

(164) 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 direct one of these samples to a reputable physician or laboratory of their choosing for retesting.

(165) 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.

(166) 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.

(167) 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.

(168) An employee shall be deemed to have failed an alcohol test if:

- (a) The person has a concentration of three-hundredths of one percent (.03) or more by weight of alcohol in his blood;
- (b) The person has a concentration of three-hundredths of one gram or more by weight of alcohol per two hundred ten liters of his breath; or
- (c) The person has a concentration of 4.5-hundredths of one gram or, more by weight of alcohol per one hundred milliliters of his urine.

(169) The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

(170) The Union shall be indemnified and held harmless by the City for any violation of an employee's constitutional, common law, or statutory rights.

(171) SAFETY SENSITIVE POSITIONS:

None

HEALTH CARE ADDENDUM A

CITY OF CLEVELAND MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

	<u>In-Network</u>
a. Annual Deductible:	\$500 single \$1,000 family
b. Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c. Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$1,250 single \$2,500 family
d. Doctor and other Office visits: --Specialists:	\$20.00 Co-pay \$30.00 Co-pay
e. Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use \$100.00 Co-pay plus 90% Co- Insurance
f. Wellness/Preventive Services:	
Routine Physical Exam (One exam per benefit period):	\$20.00 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):	\$20.00 office visit Co-pay, not subject to deductible
Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
Routine Mammogram (One, 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:	\$1,250 single \$2,500 family
d. Doctor and other treatment visits:	\$20.00 Co-pay
e. Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use: \$100.00 Co-pay plus 90% Co-Insurance

IV. PRESCRIPTION DRUG

- a. Co-Pays:
- | | |
|---------------------------|---------|
| Generic (mandatory) | \$10.00 |
| Name Brand, Formulary | \$25.00 |
| Name Brand, Non-Formulary | \$40.00 |
- 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.

Note: Coverage levels for out-of-network services will be as established by the carrier.

HEALTH CARE ADDENDUM B

HIGH DEDUCTIBLE PLAN

		<u>In-Network</u>
a.	Annual Deductible:	\$1000 single \$2000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$2000 single \$4000 family
d.	-- Doctor and other Office visits: -- Specialists:	\$20.00 Co-pay \$40.00 Co-Pay
e.	Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted)
		Non-Emergency use \$100.00 Co-pay plus 80% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	\$20.00 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):	\$20.00 office visit Co-pay, not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, 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.

Note: Coverage levels for out-of-network services will be as established by the carrier.

**SIDE LETTER
(Part-Time Employees)**

If the City increases the number of part-time employees by three (3) or more above their current levels (as of February 17, 2011), upon request, the City will meet with representatives of the Union to discuss alternatives to the hiring of part-time employees.

2013-2016 SEIU Wage and Salary Schedule

WAGES filed by ER on 3/23/2016
12-MED-11-1367; 0536-21; K 32157

<u>Classification</u>			<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Custodial Worker	Custodial Worker	Step									
		Start	10.51	10.72	10.93	10.93	10.93	11.26	\$11.37	\$11.60	\$11.83
		Step 1	10.86	11.08	11.30	11.30	11.30	11.64	\$11.76	\$11.99	\$12.23
		Step 2	11.21	11.43	11.66	11.66	11.66	12.01	\$12.13	\$12.38	\$12.62
		Step 3	11.56	11.79	12.02	12.02	12.02	12.38	\$12.51	\$12.76	\$13.01
		Step 4	11.90	12.14	12.38	12.38	12.38	12.76	\$12.88	\$13.14	\$13.40
		Step 5	12.25	12.50	12.75	12.75	12.75	13.13	\$13.26	\$13.52	\$13.79
		Step 6	12.60	12.85	13.11	13.11	13.11	13.50	\$13.63	\$13.91	\$14.18
		Step 7	12.94	13.20	13.47	13.47	13.47	13.87	\$14.01	\$14.29	\$14.58
		Step 8	13.30	13.57	13.84	13.84	13.84	14.25	\$14.40	\$14.68	\$14.98
		Step 9	13.64	13.91	14.19	14.19	14.19	14.61	\$14.76	\$15.06	\$15.36
		Step 10	13.97	14.25	14.54	14.54	14.54	14.97	\$15.12	\$15.43	\$15.74
	Window Washer		<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
		Start	12.79	13.05	13.31	13.31	13.31	13.71	\$13.84	\$14.12	\$14.40
		Step 1	13.44	13.71	13.99	13.99	13.99	14.41	\$14.55	\$14.84	\$15.14
		Step 2	14.10	14.38	14.67	14.67	14.67	15.11	\$15.26	\$15.56	\$15.87
		Step 3	14.75	15.04	15.35	15.35	15.35	15.81	\$15.96	\$16.28	\$16.61
		Step 4	15.40	15.71	16.02	16.02	16.02	16.50	\$16.67	\$17.00	\$17.34
		Step 5	16.05	16.38	16.70	16.70	16.70	17.20	\$17.38	\$17.72	\$18.08
		Step 6	16.71	17.04	17.38	17.38	17.38	17.90	\$18.08	\$18.44	\$18.81
		Step 7	17.36	17.71	18.06	18.06	18.06	18.60	\$18.79	\$19.17	\$19.55
		Step 8	18.01	18.37	18.74	18.74	18.74	19.30	\$19.50	\$19.89	\$20.28
		Step 9	18.67	19.04	19.42	19.42	19.42	20.00	\$20.20	\$20.61	\$21.02
		Step 10	19.30	19.68	20.08	20.08	20.08	20.68	\$20.89	\$21.30	\$21.73
	Bridge Oiler	2012	2013	2014	2015						
		18.38	\$18.56	\$18.94	\$19.31						