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## CONTRACT

BY AND BETWEEN

THE CITY OF CLEVELAND

AND

**MUNICIPAL CONSTRUCTION EQUIPMENT  
OPERATORS LABOR COUNCIL-S**

(Stationary Engineers, Water Plant Operators, Boiler Room Operators)

**Effective April 1, 2013 through March 31, 2016**

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**ARTICLE I**  
**PURPOSE**

**Section 1: Complete Agreement:** This Contract sets forth a complete and final agreement on all bargaining issues between The City of Cleveland, hereafter referred to as the "City" and the Municipal Construction Equipment Operators Labor Council, hereinafter referred to as the "CEO 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.

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

**ARTICLE 2**  
**RECOGNITION**

**Section 1: Included Employees:** The City recognizes the CEO Union as the sole and exclusive representative for all full time employees in the following job classifications, and the City will not recognize any other Union as the representative for any employees within such classification.

Building Stationary Engineer  
Chief Building Stationary Engineer

Chief Stationary Engineer  
[insert new upgraded BSE, BRO position based on NATE cert.]  
Water Plant Operator I  
Water Plant Operator II  
Water Plant Operator (consolidated)  
Stationary Boiler Room Operator

**Section 2: Excluded Employees:** For the purpose of establishing rates of pay, wage, hours and other conditions of employment, but excluding all supervisors, superintendents, assistant superintendents and confidential employees as defined in the Ohio Public Employee Collective Bargaining Act, Chapter 4117, O.R.C.

### ARTICLE 3 MANAGEMENT RIGHTS

**Section 1: Scope of Rights:** 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 and tools of duty.
- K) Determine the hours of work and work schedules.
- L) Privatize or subcontract services. However, for subcontracting which would result directly in the layoff of employees, the City shall follow the following process: The City shall have the right to privatize or subcontract services, provided that sixty-five (65) calendar days prior to any subcontracting the City shall meet and confer with the CEO Union on no less than a weekly basis and the City will disclose the nature, supervisory labor costs, 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 CEO 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 CEO Union's alternative.

Should employees be subject to layoff as a result of the decision to subcontract, the City will make a good faith effort to assign those employees to vacant positions for which they are qualified or can be trained to become qualified within a reasonable period of time and submit a list of laid off employees to outside contractors.

The City and the CEO Union agree that if there is a disagreement regarding the above, including over the true value of the Union's competitive alternative (financial savings, improved efficiency, quality of service – including the payment of a living wage), the CEO Union will have the right to submit the issue of whether or not the CEO 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.

In the event the Union cannot successfully compete with the subcontractor, prior to any layoff, affected employees shall be offered employment by the subcontractor. If the employee declines the offer, he shall be subject to layoff.

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

**Section 2: Limits on Bargaining:** 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 CEO 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 the Agreement.

#### ARTICLE 4 NON-DISCRIMINATION

**Section 1: Scope:** The City and the CEO 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, handicap or age.

**Section 2: Union Activities:** All employees have the right to join the CEO 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 CEO Union if performed in accordance with this contract.

**Section 3: Individual Rights:** The CEO Union, its officers and members shall not intimidate or coerce any employee(s) into (a) joining or remaining members of the CEO Union (b) or participating either as a grievant or witness in any grievance procedure.

#### ARTICLE 5 STRIKES AND LOCKOUTS

The CEO 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 inducing, influencing, or coercing, or supporting a change in wages, hours, terms, and conditions of employment for the employees of this bargaining unit or any employees of the City or another employer, for the duration of this Contract or any extension thereof. This provision shall not abridge the CEO Union's right to engage in fact-finding and to strike pursuant to R.C. 4117.14.

## ARTICLE 6 UNION SECURITY AND CHECK OFF

**Section 1: Union Membership:** All employees in the bargaining unit covered by this Contract who are members of the CEO Union on the date the Contract is signed and all other employees in such bargaining unit who become members of the CEO Union at any time in the future shall, for the term of this Contract, continue to be members of the CEO Union, and the City will not honor dues deduction (check off) revocations from any such employees except as provided herein.

**Section 2: Payroll Dues/Fair Share Fees Deductions:** The City will deduct regular monthly dues and fair share fee payments from the pay of employees in the bargaining unit covered by this Contract upon receipt from the CEO Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature and a list of fair share fee employees in the bargaining unit. Provided, that:

1. An employee shall have the right to revoke such authorization by giving written notice to the City with a copy to the CEO Union within thirty (30) days of the termination of this Contract or any extension thereof, and the authorization card shall state clearly on its face the rights of an employee to revoke in accordance with these terms.

2. The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
3. All employees covered by this Contract who are members of the CEO Union shall be required to pay dues. Employees are not required to join the CEO Union as a condition of employment, however, all employees who are members of this bargaining unit who are not members of the CEO Union after ratification, shall, during the term of this Contract be subject to pay a service fee or fair share fee in an amount not to exceed the CEO Union dues for the purpose of administering the provision of this contract. The CEO Union shall establish the amount of said fee.

a. Deduction shall be made during the second pay period of each month, but if an employee's pay for that period is insufficient to cover CEO Union dues, the City will make a deduction from the pay earned during the next pay period.

b. All deductions, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the CEO 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 CEO Union shall assume full responsibility for the disposition of all funds deducted. The CEO Union shall give the City at least thirty (30) days advance written notice, when possible, of any changes in the monthly dues and/or fair share fee amounts.

**Section 3: Indemnification:** The CEO 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 the CEO Union jointly).

**Section 4: Defense:** The City and the CEO Union agree that if any legal challenge is made to the terms of Article 6, Section 2, both parties will defend its validity until there is a final judgment of the highest court or tribunal to which the matter may be pursued.

**Section 5: Fair Share Fees Information:** Annually, the CEO Union shall provide the City, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, relating to the deduction of fair share fees, including but not limited to a copy of the internal rebate or advanced fee reduction procedure, provided, however, that the CEO Union may delete any information which sets forth amounts of monies the CEO Union spends in various categories or other specific information not necessary to comply with constitutional requirements.

## ARTICLE 7 CEO UNION REPRESENTATION AND VISITATION

**Section 1: Selection of Representatives:** The City recognizes the right of the CEO Union to select stewards and other representatives to represent employees, upon request, on grievances and other matters arising under this Agreement.

**Section 2: Responsibilities of Representatives:** Stewards or other CEO Union representatives shall process grievances with proper regard for the City's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling. If any Steward fails to or refuses to comply with these requirements, the City retains the right to impose disciplinary action.

**Section 3: List of Stewards:** The CEO Union shall furnish the City with a written list of Stewards indicating the department and shift to which each is assigned, and further, shall promptly notify the City in writing of any changes therein.

**Section 4: Access to Premises:** The representatives of the CEO 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.

**Section 5: Bulletin Board Space:** The City shall provide the CEO Union with appropriate bulletin board space at mutually selected locations. Provided, that --

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

**Section 6: Labor Management Committee.** There shall be a Labor Management Committee (LMC) composed of three representatives of the City and three representatives of the Union. It shall meet quarterly, unless mutually agreed otherwise. The parties are to provide an agenda to the other party ten (10) working days in advance of such a meeting. The Office of Labor Relations is to be contacted when the Union desires to meet. The President of the Union should be contacted should the City desire to meet. Topics to be discussed include but are not limited to: licenses, incentives, job duties, merging of titles, and potential grievable situations.

**ARTICLE 8**  
**PROBATIONARY PERIOD**

New employees shall be on probation for a period of six (6) months. Said period may be extended an additional thirty (30) calendar days, on the mutual written agreement of the parties. New hires will be permitted to work overtime only after 120 calendar days, except when Management believes that the new hires are needed to work overtime because of operational necessity. Probationary employees may not file grievances protesting discharge/termination during the employee's probationary period. The probationary period shall be extended for any approved leaves of absence.

**ARTICLE 9**  
**SENIORITY**

**Section 1: Job Classification Seniority:** Job classification seniority is defined as an employee's length of service while holding the same classification, regardless of whether his Civil Service status is that of a Temporary Appointment or Legal. 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.

**Section 2: City Employment Seniority:** City employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire, in accordance with Civil Service Rules. City employment seniority would be applied for the purpose of accruing such benefits as: vacation, longevity, and accrued sick leave.

**Section 3: Breaks in Seniority:** Seniority shall be broken (or terminated) when an employee:

- a. Quits or resigns;
- b. Is discharged for just cause;
- c. Is laid off for a period of more than twenty -four (24) consecutive months;

- d. Is absent without leave for five (5) consecutive work days and fails to give proper excuse or notice of the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee;
- e. Fails to report for work when recalled from layoff within five (5) working days from the date on which the City sends the employee notice by certified mail (to the employee's last-known address as shown on the City's record).

**Section 4: Changing Assignments:** In accordance with Section 6 below, an employee may exercise his job classification seniority within his own department for the purpose of changing shifts, work weeks or job location to another Water Division facility when an opening occurs within his classification on another shift, work week or facility so long as he has the ability to perform the work involved.

**Section 5: Original Appointments; Civil Service:** An original appointment is the first appointment (hire) of an employee in the classified Civil Service of the City of Cleveland. The appointment shall be any appointment made from an eligible list, created as a result of either a competitive or non-competitive entrance examination, or by the registration of the unskilled labor class. Original appointment shall include all appointments made into the classified service of the City, including regular and temporary appointments, but shall not include the promotional appointment, demotions, transfers, layoffs, and recalls of a City employee pursuant to procedures contained in this collective bargaining agreement. Employees who are promoted into a new classification pursuant to a collective bargaining unit job posting procedure should attain "regular" or "legal" status upon successfully completing a six (6) month probationary period.

**Section 6: Filling Vacancies:** An employee who desires a change of shift, work week or change in location to a Water Division facility that has a vacancy in that employee's classification may make an application in writing (on forms provided by the City) to his supervisor requesting a transfer to the shift or work week he prefers, and the employee shall retain a copy of the request. An employee may exercise his job classification seniority at any

Water Division facility within his own division for the purpose of permanent transfers which may occur within his classification (i.e. the senior employee can refuse the permanent transfer and the junior employee must take the permanent transfer within his classification provided he has the ability to perform the work). Any transfer to another Water Division Facility shall occur under the following conditions:

(a) Management shall, within its sole and exclusive discretion, declare when a vacancy exists to which an employee wishes to transfer. Any such vacancy shall be posted separately from openings for new hires.

(b) The employee must be able to submit interim laboratory certification forms to the Ohio EPA within 22 work days of the transfer or be subject to return to the employee's original position.

(c) An employee who transfers to a new water plant must remain at the new assignment at least two (2) years before being able to transfer to another facility.

(d) An employee must not have any disciplinary actions within the past two (2) years preceding the transfer request, with the exception of attendance violations that have not reached the level of a suspension during the two years preceding the transfer request.

(e) Management shall administer a procedure by which employees will complete and submit in advance of any vacancy announcement a preference sheet listing first, second and third preferences for transfers to another water plant.

(f) Any filling of a vacancy or a transfer to another water plant shall not create a vacancy that will result in a shortage at a water plant. Management will evaluate all requests to determine which transfers can be granted without creating a vacancy that will cause a shortage at a facility. If evaluation confirms that the vacancy does not cause a shortage, then the transfer will not be denied for that reason.

(g) An employee shall demonstrate competence in all core competencies within ninety (90) days of the transfers or be subject to return at the direction of Management to the employee's original position. An employee who is returned by Management to his/her original position shall not be eligible for any further transfers for a period of two (2) years following the return.

(h) Management shall have the authority to keep the transferring employee's former position unfilled to ensure that the employee will satisfactorily complete the laboratory certification and core competency demonstration processes.

(i) A transferred employee shall not be eligible for overtime at the new location until demonstrating competence in all core competencies and receive interim

laboratory certification from the Ohio EPA, unless Management believes that the transferred employee is needed to work overtime because of operational necessity.

**Section 7: Seniority Lists:** Upon request, the City will provide the CEO Union with a seniority list of all employees within the bargaining unit. The seniority list shall contain the name, job classification, department, and date of classification entry of all employees, in the bargaining unit. Thereafter, the City will provide the CEO Union with an accurate updated seniority list once per year upon request.

**Section 8: Current Contact Information:** It is the obligation of each employee to keep the City advised of his current address and, for purposes of this contract, the City may rely on the last address supplied by an employee.

## **ARTICLE 10** **LAY-OFFS AND RECALLS**

**Section 1: Reasons for Layoff; Order of Layoffs:** Whenever it is necessary to reduce the working force of the City, either for lack of work or lack of funds, employees shall be laid off based upon seniority within the affected classification within their division in the following order:

- a. Temporary employees.
- b. Certified/regular employees.

**Section 2: Seniority Order of Layoffs** When a layoff is necessary, certified employees shall be laid off on the basis of classification seniority within their division within the bargaining unit. Temporary employees shall be laid off on the basis of classification seniority within their division.

**Section 3: Notice to CEO Union:** Before any bargaining unit employee is given notice of layoff, the City will notify the CEO Union.

**Section 4: Advance Written Notice:** Regular full-time employees shall be given a minimum of ten (10) calendar days advance written notice of layoff indicating the circumstances which make the layoff necessary. Exceptions to the above will be provided for by mutual consent between the City and the CEO Union.

**Section 5: Payment for Unused Vacation Time:** In the event an employee is laid off, he shall receive payments for earned, but unused vacation as quickly as possible, but not later than ten (10) days after the layoff.

**Section 6: Order of Recall:** Employees shall be recalled in the reverse order of layoff in accordance with the rules and regulations of Civil Service. An employee on layoff will be given ten (10) working days notice of recall from the date on which the City sends the recall notices to the employee by registered mail (to his last known address, as shown on the City's records).

## ARTICLE 11 GENERAL LEAVE

**Section 1: Notice; Return; Cancellation:** All leaves of absence (and extensions thereof) must be applied for and granted or rejected, within three (3) working days, 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. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City shall cancel the leave, and order the members back to work subject to disciplinary action up to and including discharge.

**Section 2: Failure to Return:** An employee who fails to report to work 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 loss of seniority and may be disciplined up to and including discharge. An employee who is absent without leave for five (5) consecutive working days will be considered to have voluntarily resigned. The Union shall receive an electronic notice of the employee's AWOL status during the first two days of such absence.

**Section 3: Military Leave Exception:** The only exception is an employee who falls under our military leave provisions expressed herein.

## ARTICLE 12 FUNERAL LEAVE

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 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: five (5) working days.
- b. If the funeral is outside the State of Ohio: seven (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, or other obligations related to the death and/or estate etc. 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), up to and including discharge.

## ARTICLE 13 JURY DUTY

**Section 1: Reasons for Leave:** An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence with pay for the period of jury or witness service as provided herein.

- a. An employee must present verification of his call to jury duty or witness duty;
- b. If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature;
- 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; and
- d. Jurors shall be excused if their shift either starts less than eight (8) hours after jury service ends or ends less than eight (8) hours after their jury service begins.
- e. If an employee testifies as a witness or participates as a representative of the Union during an grievance or arbitration hearing conducted under Article 38 of this Agreement or in any other legal action between the City and the CEO Union, then appropriate arrangements shall be made to minimize the employee's absence from work, including but not limited to rotating witness appearances and calling witnesses from work to appear at the hearing and then returning immediately to their work location.
- f. An employee on a leave of absence for jury or witness service is relieved from duty during the same day as the jury or witness service. The employee may voluntarily report to work during their normally scheduled shift, but will receive no additional compensation. If the employee is called into work, the call-in provisions of Article 33 shall apply.

**Section 2: Use of Vacation Time to Testify:** 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 14 MILITARY LEAVE

**Section 1: Legal Rights:** An employee shall be granted an extended leave of absence without pay for military duty in accordance with federal law, and after discharge, shall be restored to employment with the City upon request, in accordance with state and federal law.

**Section 2: Leave to Take Physical:** Employees who are drafted or who enlist in the United States Armed Forces shall be granted a one (1) day leave of absence with pay for the purpose of taking a military physical. Upon return from military leave, an employee will be reinstated at the current applicable rate of his job classification in accordance with law and the provisions as set forth herein.

**Section 3: Pay During Temporary Active Duty:** A non-probationary employee of the City who is temporarily called to active duty (e.g., summer training), shall be granted a leave of absence for the duration of such active duty and shall be paid the difference between his/her regular pay and his/her service pay, upon the City's receipt of a service pay voucher, for a period not to exceed one hundred seventy-six (176) hours in any calendar year and, further shall accumulate vacation and sick leave with pay credit during the period of such leave.

**Section 4: Pay During Extended Military Leave:** Any non-probationary employee who is entitled to the leave and who is called to military duty for a period in excess of one hundred seventy-six (176) hours in any one calendar year, for each calendar year in which military duty is performed because of an Executive Order issued by the President of the United States or an Act of Congress is entitled, during the period designated in the Order or Act, to a leave of absence and to be paid, during each month of that period, the lesser of the following:

- (a) The difference between his/her gross monthly wage or salary as an employee and the sum of his/her gross military pay and allowances received that month; or
- (b) Five hundred dollars.

**Section 5: Limits on Pay for Military Leave:** The employee shall not receive payments under Section 4 if the sum of his/her military pay and allowances received in a month exceeds his/her gross monthly wage or salary as an employee or if the permanent public employee is receiving his/her pay pursuant to Section 3.

**Section 6: Retirement-Longevity Credit:** Employees on military leave who thereafter return to employment with the City shall receive retirement and longevity credit for all time spent in active military service.

**ARTICLE 15**  
**CEO UNION LEAVE**

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

- a. Any request for leave must be made at least five (5) days prior to the date of such leave. However, any request for a leave of thirty (30) days or more must be made at least thirty (30) days prior to the date of such leave;
- b. Any CEO Union leave shall not extend beyond one (1) year;
- c. The approval and authorization of any CEO Union leave shall be contingent upon operational needs as determined by Management.

**ARTICLE 16**  
**EDUCATION LEAVE**

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

**ARTICLE 17**  
**SICK LEAVE WITH PAY**

All regular full-time employees shall be credited with paid sick leave at the rate of ten (10) hours per month. Sick leave shall accumulate without limitations. Employees may take sick time only in increments of one (1) hour.

- 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 a 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. Provided, that for employees who are engaged in a 24-hour operation and mandatory relief, no paid sick leave shall be granted unless the division authority designed 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 appointment 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 has been so notified in writing that he has demonstrated a patterned abuse over the preceding months or after any illness requiring hospitalization. The certificate must include re-employment date, work capable or being performed and all restrictions. An employee may be required to submit a doctor's certificate for any sickness beyond three (3) days if so notified by supervision. The validity of all medical excuses and physicians' certificates are subject to review by the City. Any reviews or medical examinations ordered by the City shall be done on City time.
- e. An employee who wishes to take sick leave either after reporting to work or in response to the need to work mandatory overtime may be required to supply a certificate from a licensed physician verifying the emergency situation. Such certificate must be supplied within 24 hours upon returning to work, unless unusual circumstances satisfactory to the City exist for granting additional time.
- f. 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) year average of earnings, overtime, and longevity pay divided by the total hours worked for that period of time.

- g. 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.

**ARTICLE 18**  
**SICK LEAVE WITHOUT PAY**

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

**ARTICLE 19**  
**FAMILY MEDICAL LEAVE**

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 and sick leave and leave of absence policies.

**ARTICLE 20**  
**VOLUNTARY SICK LEAVE CONTRIBUTION**

Employees who are not on an absence abuse list shall be entitled to voluntarily contribute earned but unused, accumulated paid sick leave for the use of another bargaining unit employee who 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 of his accumulated paid sick leave within a calendar year 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.
- d) 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 and sick leave and leave of absence policies.
- e) Employees who are on the City's absence abuse list shall not be eligible to receive any sick leave contributions.

**ARTICLE 21**  
**MERITORIOUS LEAVE**

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

**ARTICLE 22**  
**ASSIGNMENT OF WORK - TEMPORARY TRANSFERS**

All employees shall be required to perform any and all authorized temporarily assigned duties, regardless of their usual or customary duties or job assignment. A temporary transfer shall not exceed thirty (30) working days, except (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence, (2) to provide vacation relief scheduling, (3) to fill an opening temporarily pending permanent filling of such opening, (4) to meet an emergency situation, or (5) plant shutdowns. After thirty (30) working days, an employee may exercise his job classification seniority and return to his normal job, and a junior employee would be temporarily assigned the temporary job provided he has the ability to perform the work. The employee shall be given a written notice of said transfer if the work assignment exceeds eight (8) hours. When an employee is temporarily transferred to another job classification in a higher pay band:

He shall receive an adjustment in pay within his own classification commensurate with the work he is doing in the other classification if he works in the other classification for one (1) complete day or more.

**ARTICLE 23**  
**JOB EVALUATION AND DESCRIPTION**

**Section 1: Right to Create:** The City has the sole and exclusive right to make job evaluations and job descriptions and create job classifications when it deems appropriate.

**Section 2: Notice; Procedures for Rate of Pay:** In the event a new classification is established by the City which is related to an existing classification in the bargaining unit, the City will promptly notify the CEO Union prior to placing the classification into effect. The parties agree to meet within seven (7) days of the notice to mutually agree upon the new classification and rate of pay. If an agreement cannot be reached, the matter may be submitted to arbitration for the purpose of determining a rate of pay. 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 CEO Union of said change.

**Section 3: New Rates for Substantial Change in Job:** If a substantial change in a job occurs, the CEO Union may ask for a meeting with the City to discuss the situation. The CEO Union at this meeting must demonstrate a significant change as relates to the skill level now required of the existing classification which would warrant an increase in pay. If the City agrees, a new rate shall be agreed to. If an agreement cannot be reached, the matter may be submitted to arbitration for the purpose of determining a rate of pay.

## ARTICLE 24 PROMOTIONS

**Section 1: Posting Procedures:** When a vacancy occurs which the City determines there is a need to fill or a new job is created, the City shall post notice of the opening in the Division where the opening exists. The notice shall contain the job classification as established by Civil Service, rate of pay, shift and a brief job description to include special requirements of the job, if any. A copy shall be provided to the CEO Union. The bid notice shall be posted for ten (10) consecutive working days. Employees who wish to be considered for the posted job shall submit a job bidding form, copy of same given to the employee. All applications filed will be reviewed by the City within ten (10) working days.

**Section 2: Selection Criteria and Notice:** The vacancy will be awarded within the Division in which the vacancy exists to the most qualified Applicant. If there are two (2) or more equally qualified Applicants, the vacancy will be awarded to the qualified Applicant with the most job classification seniority. The City shall furnish a monthly list to the Union showing name, social security number, address, date of hire, job classification seniority, organizational

number, job classification and employee identification numbers of new bargaining unit employees and promotions within the bargaining unit.

**Section 3: Probationary-Training Period:** An employee awarded a job shall be given a reasonable period of time, not to exceed ninety (90) calendar days, to prove he is qualified to hold such job on a permanent basis. If he cannot prove his qualifications within that period of time he will be returned to his former job.

## ARTICLE 25 HOURS OF WORK

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. Water Plant Operators working at Parma Control currently work 12 hours per day, but the City reserves the right to change Parma Control shifts to those hours stated in the first sentence of this Article. This shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right, as operational needs and conditions require, to establish and change hours of work and schedule of hours. Shift rotation shall occur every second payroll or 28 days.

## ARTICLE 26 OVERTIME

**Section 1: Right to Determine:** The City shall retain the sole and exclusive right to determine weekly and daily work schedules and the number of shifts required.

**Section 2: Overtime Eligibility and Rates of Pay:** All employees in the job classifications covered by this Contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) in one (1) workweek. Water Plant Operators

shall receive 1.5 times the regular rate of pay for hours worked in excess of 40 hours in a workweek, except that Water Plant Operators who work two eight-hour shifts within a 24-hour period due to shift rotation shall be paid overtime for the second shift, provided that the Water Plant Operator actually works both shifts. For purposes of this section, a day is defined as the 24-hours beginning at the employee's regularly scheduled starting time.

**Section 3: Holiday Pay Rate:** All employees in the job classifications covered by this Contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on holidays.

**Section 4: Mandatory Overtime:** An employee may not refuse an overtime assignment that is deemed necessary for emergency or operational needs, provided that equalization of overtime efforts have been exhausted before the start of the shift. An employee will be excused from performing such an overtime assignment if, in the judgment of management, the employee cannot safely perform the overtime assignment.

**Section 5: Paid Time Off as Hours Worked:** Paid holiday hours and paid vacation hours shall be counted as hours worked, for the purpose of computing overtime unless the holiday hours or vacation hours are not part of the employee's regular work week. If an employee is in a six (6) or seven (7) day operation and is regularly off on Monday and the holiday falls on Monday and the employee works full days Tuesday through Saturday, his regular work week, the employee shall receive eight (8) hours of straight-time pay for the Monday holiday. Paid sick leave hours shall not count as hours worked for purposes of computing overtime.

**Section 6: No Pyramiding:** 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 27**  
**EQUALIZATION OF OVERTIME**

**Section 1: Necessity; Classification Offered:** The City shall be the sole judge of the necessity for overtime. When overtime is deemed necessary it shall be offered to employees within the same classification, with the same work unit, in accordance with the following procedure.

**Section 2: Equalization List:** A list shall be established at each work site of all employees in that unit by classification, by seniority. Overtime shall first be offered to employee(s) who are performing the work as long as an employee(s) total overtime hours do not exceed that of another employee within the same classification by twenty-four (24) hours. If there is still overtime available it shall be offered to the employee(s) within the classification who have the least amount of accumulated overtime. In the event that all employees on a list have the same amount of accumulated overtime hours, available overtime shall be offered to the employee on the list with the most seniority. All overtime hours either worked by an employee or offered and refused by an employee shall be counted toward the accumulated overtime hours. New employees shall be added to the appropriate list upon successful completion of their probation period and shall be assigned the greatest number of accumulated overtime hours currently assigned to any employee on that list.

**Section 3: Updating Lists:** Lists shall be updated by Management and shall be posted bi-weekly. All employees will start with zero accumulated overtime hours as of January 1st of each year.

**Section 4: Mandatory Overtime:** In the event of an emergency or operational needs, employees shall not be permitted to refuse overtime.

**ARTICLE 28**  
**DOCKING**

The City shall dock employees on the basis on one tenth (or six minutes per hour). If an employee is one hour or more late reporting for work, management may send him home without pay for the day.

**ARTICLE 29**  
**LONGEVITY**

**Section 1: Definition; Eligibility:** Longevity is tenure with the City while in a pay status. Time in authorized unpaid 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.

**Section 2: Calculation:** On or before March 31st of each year of this Contract, 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 30**  
**SHIFT PREMIUM**

1st Shift: An employee for whom the majority of his normal hours of work fall after 5:30 A.M. and before 1:30 P.M.

2nd Shift An employee for whom the majority of his normal hours of work all after 1:30 P.M. and before 9:30 P.M. receives a shift premium of thirty-five cents (\$.35) per hour.

3rd Shift An employee for whom the majority of his normal hours of work fall between 9:30 P.M. and 5:30 A.M. receives shift premium of thirty-five cents (\$.35) per hour.

Employees equally rotating between all three shifts shall receive thirty-five cents (\$.35) per hour. All shift premiums are paid on a straight time basis only.

## ARTICLE 31 HOLIDAYS

**Section 1: Fixed Holidays:** All regular full-time employees shall be entitled to nine (9) paid holidays, as follows:

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

**Section 2: Floating Holidays:** Employees are entitled to two (2) paid floating holidays in each calendar year. Floating Holidays may only be used in one eight-hour day 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. An employee may be permitted to use a floating holiday in one-half day increments and with less than five (5) days' notice in an emergency situation upon approval of management. 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. A new hire cannot use Floating Holidays during his/her probation period.

a. Water Plant Operators who are regularly scheduled to work 12-hour days and who are not scheduled to work a holiday shall be paid for 12-hours holiday pay. Water Plant

Operators scheduled to work a holiday shall be paid one day of straight time and one day at 1.5 the regular rate of pay.

b. Water Plant Operators earn 2 floating (personal) days per calendar year. Scheduled days shall accrue and calculate personal time using either the 8 or 12-hour workday, depending upon the length of the regularly scheduled workday. Employees must schedule a minimum eight (8) hours of personal time.

**Section 3: Work Eligibility:** To be entitled to holiday pay, an employee must either work or be on vacation or personal days approved in advance of his or her last scheduled work day before and the first scheduled work day after the holiday.

**Section 4: Alternate Holidays:** If any of the above holidays fall on a Sunday, the following Monday 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 32 VACATIONS

**Section 1: Accrual:** All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of City service as of December 31st of the preceding year, as follows:

<u>Years of Service</u>	<u>Vacation</u>
After 1 year	80 hours
After 8 years	120 hours
After 12 years	160 hours
After 22 years	200 hours

**Section 2: Calculation:** The City shall calculate Water Plant Operators vacation time using the length of the employee's regularly scheduled shift.

**Section 3: Procedures:** The administration of vacations (including eligibility requirements) shall be in accordance with the following rules and regulations:

- a. Any employee who has completed less than one year of continuous employment by December 31st of the previous year shall receive eight (8) hours off for each month work prior to December 31st of the previous year, but not to exceed eighty (80) hours. New employees whose starting date is prior to the 16th of the month shall be credited with eight (8) hours of vacation for the month. Vacations will be credited, but cannot be used, until the employee has satisfactorily completed his initial probationary period with the City.
- 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 re-employment.
- d. An employee who is laid off and is later re-employed shall be given credit for his service before the lay-off, but no credit will be given for that period of time during which the employee did not work.
- e. Time in authorized leave of absence shall be deducted for purposes of computing the amount of employment.
- f. An employee transferred from one division to another shall be given credit for his service elsewhere with the City providing such employment has been continuous.
- g. An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year, shall earn vacation leave at the rate for which he is eligible based on length of service, as follows: eight (8) hours per month, not to exceed eighty (80) hours; eight (8) years, but less than twelve (12) years' service: twelve (12) hours month, but not to exceed one hundred twenty (120) hours; twelve (12) years, but less than twenty-two (22) years' service: sixteen (16) hours, not to exceed one hundred sixty (160) hours; twenty-two (22) years' service: twenty (20) hours per month, not to exceed two hundred (200) hours.
- 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. Vacation shall be taken during each current year, provided that the City may permit an employee to accumulate and carry over his vacation leave to the following year and must be taken during that period of time.
- j. If an employee is laid off or 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-rated vacation earned during the current year in which he terminates.
- k. The estate of a deceased employee shall receive payment for any unused vacation leave, including pro-rata vacation earned during the current year for which the employee was eligible at the time of death.
- l. Any employee eligible for vacation under existing rules, who enlists or is inducted into the armed forces, shall at the time of leaving for military service be paid in full for all accrued vacation time (earned but not previously taken).
- m. A returning serviceman may be entitled to his vacation in the calendar year following the year of his return on the same basis as if he had been on the City payroll during the full preceding calendar year, providing he returns to employment within six (6) months of discharge from military service.
- n. Employees may request to schedule their vacation on any shift in minimum increments of four (4) hours.

**Section 4: Holiday During Vacation:** 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).

**Section 5: Scheduling Vacations:** Employees may take their vacation during the calendar year at the convenience of the City. During the first quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by the City their vacation leave preferences, and promptly thereafter a written vacation schedule (by department) will be provided by the City with priority given to employees according to their departmental or job classification seniority to the extent consistent with operational requirements. Once the departmental vacation schedule is determined, it shall not be changed without the consent of the involved employee(s) except in response to an operational emergency. Any employee who fails

to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority, based upon when his application was made.

### ARTICLE 33 CALL-IN PAY

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. An employee who actually works less than the minimum of four (4) hours shall be compensated for a minimum of four (4) hours, either at the employee's straight-time rate of pay or, if eligible, at the overtime rate of pay, and all remaining paid time shall be at the employee's straight-time 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, either at the employee's straight-time rate of pay or, if eligible, at the overtime rate of pay.

### ARTICLE 34 HEALTH COVERAGE

**Section 1: Types of Coverage:** The City agrees to provide single or family coverage, whichever is applicable, for each eligible employee enrolled in any of the health, dental, prescription and vision coverage plans for the term of the Labor Contract under the terms and conditions set forth in this Article. There shall be no duplicate coverage if both spouses are on the City's payroll. There shall be no reduction in benefit levels afforded by said plans unless by mutual agreement of the City and the Union.

**Section 2: Health Care Benefits Eligibility:**

- a. Effective through sixty (60) days after ratification of this Agreement, employees' healthcare benefits and premium contributions shall be consistent with the terms of the prior Agreement.

- (b) Effective sixty (60) days after ratification of this Agreement through March 31, 2016, the City shall provide the health, dental, prescription and vision insurance plan designs attached to the Agreement as Addendum 3.
- (c) Employee premium cost-sharing contributions and other terms for hospitalization, dental, prescription and vision coverage are as follows:
- (1) Effective sixty (60) days after ratification of this Agreement, through March 31, 2016, employees shall contribute the following monthly contributions for single and family coverage:

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

- (2) Effective April 1, 2015, employees shall contribute the following monthly contributions for single and family coverage:

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

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

- (4) 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.
- (5) The prescription program shall be that set forth as part of the health care insurance plan selected by the employee.
- (6) The City shall have the discretion to implement and offer a voluntary, optional, high-deductible hospitalization, prescription, dental and vision plan for employees with benefit levels as outlined in Addendum 4. If so implemented, 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>
<b>Employee Premiums</b> (including Rx, dental and vision coverage)	8%	8%	12%	12%

- (a) To qualify for the wellness premium contribution rates, 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
- (b) 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)
- (c) 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 to be set, the "wellness" premium contribution rates shall apply.

- (d) No later than 150 days prior to expiration, the parties shall convene a labor management committee with no more than three (3) representatives from each party in order to discuss the possible application of health-oriented results to the Wellness Initiatives in the next contract.
- (7) The City shall have the right to change insurance carriers, or implement a self-insured program, provided that costs to the employees and benefit levels remain substantially the same.

**Section 3: Life Insurance:**

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

**Section 4: Dental Insurance:**

All regular full-time employees and dependents will be covered for Dental Care.

**Section 5: Vision Insurance:**

The City shall provide vision insurance as stated in the current Summary Plan Description.

**ARTICLE 35**  
**PAY DAY**

**Section 1: Paydays:** The City shall regularly pay all employees every other week, either on Wednesday, Thursday, or Friday. If the pay day falls on a holiday, the City will pay all employees the day before the holiday.

**Section 2: Methods of Payment:** At their option, employees may be paid either by direct deposit or payroll debit card, as authorized by the employee, hand delivery (being issued the paycheck at the work site) during their work shift, or by direct mail. Employees who receive a paycheck by hand delivery, who are not scheduled to work on the date of the issuance of the paycheck, will make arrangements through the Supervisor and/or timekeeper to properly receive the paycheck. City time is not to be used for cashing a paycheck.

**Section 3: Payroll Errors:** The City will process any significant paycheck error of \$100 or more within three (3) working days. The City will notify the Union of any changes in the above provisions five (5) days in advance of such a change.

### ARTICLE 36 PERSONNEL RECORDS

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

### ARTICLE 37 DISCIPLINE

**Section 1: Pre-Disciplinary Conference:** 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 CEO Union representative of the day and time of the conference and the incident for which discipline is being considered. The employee's CEO 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. All matters concerning disciplinary action within the jurisdiction of Civil Service shall be processed exclusively in accordance with the Civil Service Rules and Regulations.

**Section 2: Accident Review Committee:** At least five (5) working days prior to meetings of the Accident Review Committee, the City shall provide the CEO 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.

**Section 3: Deadline; Right of Representation:** 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 CEO Union representative present and, upon request, will be permitted to discuss his/her suspension or discharge with the CEO Union representative in an area made available by the City before he/she is required to leave the premises. If a Steward is being disciplined, he/she has the right to be represented by a CEO Union official.

**Section 4: Written Reasons:** Both the employee and the CEO Union President shall be given a copy of any warning, reprimand or any 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.

**Section 5: Procedures for Suspensions:** 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.

**Section 6: Reporting DUI-Drug Convictions and Drivers' License Suspensions:**

All employees are obligated to report convictions for DUI or drug related offenses or any pre-conviction suspension of their driver's licenses, whether for work-related or personal reasons, and failure to report may result in immediate discharge. The City shall not discipline or take any other job action as a result of that pre-conviction suspension if the license suspension prevents the employee from performing all or part of their job responsibilities, except to assign that employee to other duties, if available, such as: (a) a reassignment of driving duties to other employees that will not result in operational disruption or undue hardship upon other employees; or (b) transferring the employee to another plant that does not require driving responsibilities, or, if a reassignment is not reasonably practicable, to relieve without pay the employee from service, pending the resolution of any criminal proceedings. Any disciplinary action with respect to the failure to report a pre-conviction suspension of a driver's license must occur within ten (10) business days after the suspension is reported to the City.

**ARTICLE 38**  
**GRIEVANCE PROCEDURE**

**Section 1: Purpose and Intent:** 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 CEO Union to share information pertaining to grievances at all steps of the Grievance Procedure.

**Section 2: "Grievance" Defined:** A grievance is defined as a dispute or difference between the City and employee(s) or the City and the CEO Union concerning the interpretation and/or application of and/or compliance with any provision(s) of this Contract, including any and all disciplinary actions. A Group Grievance is a grievance filed by a group of employees relating to a single common issue or event covered by this Contract. A Policy Grievance is a grievance filed by the CEO Union relating to a single common issue or event covered by this Contract.

**Section 3: Grievance Form:** The grievance form shall set forth the complete details of the grievance, i.e., the facts upon which it is based, the name(s) of the individual grievant(s), classification(s), and location, the Section(s) allegedly being violated, the approximate time of occurrence and the relief or remedy requested. The grievance form also shall include the notation "Grievance No. \_\_\_\_\_" so that the grievance can be properly identified.

**Section 4: Amending Grievance:** It is understood that a written grievance may be amended by the CEO Union at any time during the Grievance Procedure. However, all amendments must be presented prior to the start of the Step Three (3) meeting at which the amended grievance is to be heard, except in the case of grievances which begin at Step 3, in which case all amendments must be presented not later than thirty (30) calendar days prior to arbitration.

**Section 5: Grievance Steps:** It is important that the employee's grievance(s) regarding unjust or discriminatory discharges, or wage rates/Step placement be handled promptly. Therefore, all such grievances shall be reviewed through the Grievance Procedure beginning at Step Three (3) within ten (10) working days as in Step One (1).

**STEP 1.** When a grievance arises, the following procedure shall be followed: An employee who believes he has a grievance has a right to notify his CEO Union representative of

the situation and to discuss the alleged violation. This discussion shall take place with regard for the City's operational needs, but as soon as is reasonably possible. The grievance shall be reduced to writing and presented to the Commissioner or Appointing Authority or his designee within ten (10) working days of the event(s) giving rise to said grievance. The Commissioner or Appointing Authority or his designee shall meet with the Steward and CEO Union Representative within five (5) working days from the date of receipt of the grievance in an effort to resolve the grievance. Within ten (10) working days after this meeting, the Commissioner or Appointing Authority or his designee shall give a written answer to the Steward and CEO Union Representative. Each grievance shall be answered separately. The answer shall set forth in detail the settlement reached between the parties and shall include the grievance number, 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:** 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 CEO Union Representative. Within ten (10) working days after the Step Two (2) meeting, the Director or his designee shall give a written answer, as defined in Step One (1), to the CEO Union Representative.

**STEP 3.** If the grievance is not satisfactorily settled at Step Two (2), it shall be presented in writing to the City's Labor Relations Representative, with a copy to the affected Director or his designee, within ten (10) working days after receipt of the Step Two (2) answer. The City's Labor Relations Representative and the CEO Union Representative will mutually agree on a date for a meeting for the purpose of considering grievances. A complete agenda for

all grievances appealed in writing to Step Three (3) will be provided by the CEO 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 (I), to the CEO Union Representative.

**STEP 4.** If the grievance is not satisfactorily settled at Step Three (3), the CEO Union may, within thirty (30) calendar days in the case of grievances appealing an employee discharge, and within thirty (30) working days in the case of all other grievances, submit the matter to final and binding arbitration. The CEO Union shall notify the City of its intent to arbitrate the grievance. Within ten (10) calendar days thereafter, the parties shall meet and attempt to mutually agree upon an arbitrator. If no agreement can be reached, the CEO Union shall within ten (10) calendar days after the meeting, notify the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service and the City at the same time of its intent to arbitrate the grievance. If the Step 4 grievance involves a suspension which results in a loss of three (3) or fewer days of pay, the Union may request that the arbitration proceed under the AAA's Expedited Rules for Labor Arbitration, using the O-4 Documents only procedure. The fees and expenses of the arbitrator shall be borne equally by the City and the CEO Union. Furthermore, the aggrieved employee (unless he already has been discharged), his CEO 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 CEO Union will provide the City with twenty-four (24) hours advance notice of employees required to testify.

**Section 6: Grievance Mediation:** The parties adopt the Grievance Mediation process set forth in Addendum 5.

**Section 7: Expedited Grievances:** 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 CEO Union.

**Section 8: Arbitrator's Jurisdiction:** 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.

**Section 9: Bifurcated Proceedings:** In instances where the City objected to arbitration and the CEO 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.

**Section 10: Final and Binding Effect:** All decisions of arbitrators consistent with Section 7 and all pre-arbitration grievance settlements reached by the CEO Union and the City shall be final, conclusive and binding upon the City, the CEO Union and the employees. Provided, that a grievance may be withdrawn by the CEO Union at any time during the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. For purpose of this section, timeliness is counted as working days from the date of the incident or the date expressed on the face of either the answer or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by both parties. The date of occurrence of the event causing time to run is not counted in the time limit. If the last date of a

period is not a regular business day, the time period runs through the end of the next regular scheduled business day.

**Section 11: Electronic Filing:** A written grievance, grievance appeal, demand for arbitration or responses to same may be presented by electronic means, provided that: (a) such written documents shall constitute a separate attachment to the electronic delivery method; (b) the contents of the attachment shall be in a fixed format; and (c) copies of the electronic communication and attachment(s) are delivered simultaneously to the persons identified in this Grievance Procedure for receiving such documents and to such other persons designated by either the City or the CEO Union. Any grievance or grievance appeal involving individual employees shall be signed by the affected employees. A Policy Grievance or a Group Grievance may be signed by a representative designated by the CEO Union.

### **ARTICLE 39** **LEGALITY**

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

### **ARTICLE 40** **WORK RULES, POLICIES AND DIRECTIVES**

**Section 1: Right to Promulgate and Enforce:** The Union recognizes that the City, in order to carry out its statutory mandates and/or operational goals and obligations, has the right to promulgate and enforce reasonable work rules, policies, procedures, and directives

(hereinafter referred to as work rules) consistent with the provisions of this agreement and all statutory authority, to regulate the conduct of employees as such conduct may affect the efficient and effective operation of city services.

**Section 2: Copies to Union:** The City will provide the CEO Union and each bargaining unit employee with a copy of all work rules. Further, the City will post a copy of these work rules and any newly established work rules or amendments or modifications on a bulletin board at each facility or work site. Copies of newly established work rules or amendments or modifications to existing work rules will be furnished to the CEO Union and each bargaining unit employee five (5) days prior to the effective date of such rules or amendments.

#### **ARTICLE 41** **MILEAGE**

All regular full time employees required by their classification to use their car and authorized in the performance of their duty for the City, shall be reimbursed only for such actual mileage at whatever rate is in compliance with I.R.S. code, per mile, effective upon passage.

#### **ARTICLE 42** **CLOTHING MAINTENANCE ALLOWANCE**

At the City's discretion, the City will provide uniforms for employees in this bargaining unit. The City will either maintain employee clothing or, at the City's option, provide a clothing maintenance allowance of one hundred dollars (\$100.00) annually. The City agrees at its option to provide employees with shoes or with an annual shoe allowance in the amount of \$80.00, which shall be paid in a lump sum to each employee not later than March 1 of each year. The City will pro-rate payments for employees hired after March 1. Notwithstanding the above, no bargaining unit member shall be entitled to more than one such payment in any contract year and

newly hired employees shall not become entitled to said allowance until the next scheduled annual payment date for all other bargaining unit members.

**ARTICLE 43**  
**BUILDING SUPPORT PERSONNEL**

**Section 1: License Renewal:** The City will pay the annual cost of license renewal for stationary engineers. The City agrees to pay that amount annually and any reasonable increase in subsequent years.

**Section 2: LEED Certification Reimbursement and Incentive Pay:** The City will pay the cost, if any, for renewal of a USGBC LEED AP O+M professional certification for any stationary engineers. Stationary Engineers or Boiler Operators who obtain, maintain and possess a USGBC LEED AP O+M certification in shall receive an additional \$0.25 per hour.

**Section 3: Tool Allowance:** Effective upon ratification, the City will pay each stationary engineer the sum of \$150 on or about March 31 each contract year. The payment will represent the City's entire obligation to stationary engineers for the purchase, use, or loss of personal tools.

**Section 4: Uniform Allowance:** Effective upon ratification, the City, at its discretion, will provide each stationary engineer with either uniforms or a \$350 uniform allowance.

**Section 5: Civil Service Job Classifications:** Effective upon approval by the Cleveland Civil Service Commission, the City's building support personnel will be classified as Chief Building Stationary Engineer ("CBSE"), Chief Building Stationary Engineer with senior technician qualifications ("CBSE/ST"), Building Stationary Engineer ("BSE"), and Building Stationary Engineer with senior technician qualifications ("BSE/ST").

**Section 6: NATE Certification Program:** The City has adopted a voluntary program to improve the abilities of these personnel hired before October 1, 2014 and a mandatory program to increase the basic minimum qualification requirements for employees hired on or after October 1, 2014, based upon the North American Technician Excellence (“NATE”) program. This improvement program allows building support personnel to improve their skills and earn incentive pay.

a. The City shall purchase and provide one (1) reference set of NATE Core and HVAC training DVD’s from ACCA or an equivalent provider. This set shall be maintained in the office of the Commissioner of Property Management and shall be provided and made available for use by all building support personnel in the Division of Property Management. Any and all DVD’s, other than the reference set, shall be in the care, cost and control of the individual building support personnel.

b. The City shall provide formal NATE Core and HVAC instructional training from RSC or an equivalent provider. The cost for the course shall be paid by the individual building support personnel. Upon completion and passing tests of the NATE Core and HVAC instructional training, the City shall reimburse the individual building support personnel for the cost of the course, up to an agreed-upon amount.

c. An individual building support personnel who completes and passes tests to achieve NATE core certification and one of the required Service Specialties shall be reimbursed by the City upon successfully passing the core examination and the first Service Specialty for the cost of the tests up to an agreed-upon amount.

d. Thereafter, it is the individual building support personnel’s responsibility to attain training and to pay for the testing fees for any additional Service Specialties and

to comply with the continuing education requirements of NATE and supply proof that their Service Specialty is current.

**Section 7: Loss of NATE Certification:** The loss or expiration of the NATE Service Specialties will cause: (a) the building support personnel hired before October 1, 2014 to be demoted to their prior positions and level of compensation; and (b) the loss of employment, without recourse to the grievance procedure, for building support personnel hired on or after October 1, 2014.

**Section 8: NATE Certification Incentive Pay Requirements:** To earn incentive pay, building support personnel must pass the NATE core exam, and pass and maintain a Service Specialty in at least one of the following areas: air conditioning, heat pump, gas heat, or gas hydronic. When these minimum competencies have been realized, any additional Service Specialties attained will be compensated at the rates provided in Addendum 1B to this Agreement.

**Section 9: NATE Senior Level Technician Certification Requirements:** To achieve Senior Level Technician certification, and incentive pay for that certification, building support personnel must hold the NATE HVAC Efficiency Analyst certification in addition to NATE Service Specialty certifications in the areas of: (a) air conditioning or heat pump; and (b) gas heat or gas hydronic and will be compensated for any attained Service Specialties at the rates identified in Addendum 1B to this Agreement.

**Section 10: NATE Certification Incentive Pay:** Addendum 1-B to this Agreement identifies all incentive pay for participation in the NATE program.

**Section 11: Mandatory NATE Certification:** Building support personnel hired on or after October 1, 2014 shall be required to possess as a minimum employment qualification a

NATE Service Specialty in one or more of the following: air conditioning, heat pump, gas heat or gas hydronic.

**ARTICLE 44**  
**PARKING TICKETS**

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

**ARTICLE 45**  
**DURATION**

This Contract represents a complete and final understanding of all bargainable issues between the City and the CEO Union and it shall be effective as of April 1, 2013 and remain in full force and effect through March 31, 2016.

**ARTICLE 46**  
**STAFFING**  
**(EXCLUSIVE TO DEPARTMENT OF PUBLIC UTILITIES)**

**Section 1: OEPA Class Certification Requirements:** All employees hired into the Water Plant Operator classification on or after April 1, 2012 will be required to obtain an OEPA Class I, II and III Operator Certifications for Water Supply within the following deadlines from the effective date of hire.

Class I:	2 years
Class II:	4-1/2 years from the date of hire
Class III:	7-1/2 years from the date of hire

Employees in the Water Plant Operator I classification on or before April 1, 2012 shall be required to obtain their OEPA Class III Operator Certification for Water Supply on or before

December 31, 2021. Such employees shall be required to take an OEPA Operator Certification for Water Supply examination at least once each calendar year. The Water Division will offer opportunities for training such employees, at the Water Division's cost, during work time, provided that the result of the testing before December 31, 2021 shall not adversely affect the tester's classification or employment. Failure to do so on the part of the employee will result in dissolution of the employment relationship and without recourse to the grievance procedure. This condition will have no bearing on the employee's initial probationary period. For Water Plant Operator I's employed as of April 1, 2012 who fail to meet the December 31, 2021 certification deadline, the City shall attempt to find other positions within the Water Division for which such employees are qualified to perform, consistent with the contractual requirements of bargaining agreements of other bargaining units.

**Section 2: Compression Training:** Employees in the Water Plant Operator I classification on or before April 1, 2012 shall receive training to upgrade their skills as part of the Water Division's consolidation of the Water Plant Operator I and Water Plant Operator II classification, which will go into effect on or before one year after the date of ratification, so that employees in the Water Plant Operator I classification who successfully complete the training shall be qualified to perform the responsibilities of the Water Plant Operator II classification, provided that no portion of this Article shall prevent the parties' agreement from becoming effective that extra compensation can be earned after ratification pursuant to the side agreement entitled "Water Plant Operator Competency Demonstration and Compensation Procedure for Compression and Advanced Responsibilities." Upon completion of each phase of successful training, employees in the Water Plant Operator I classification on or before April 1, 2012 will receive a wage increase that is higher than the Water Plant Operator I rate and lower than the top Water Plant Operator II rate. Upon the completion of all training, employees in the current

Water Plant Operator I classification will receive the top pay scale of the Water Plant Operator II classification.

**Section 3: Compression Wage Progression:** The wage progression for successful completion of each phase of training and/or demonstration of competency shall be in accordance with the side agreement entitled "Water Plant Operator Competency Demonstration and Compensation Procedure for Compression and Advanced Responsibilities, which is being concurrently signed with and is part of the consideration for this Agreement." This training shall be offered on an ongoing basis to WPO personnel at Cleveland's cost either during work hours or at a time which is consistent with and convenient to the WPO's work schedule. The parties' agreement that extra compensation can be earned after ratification pursuant to the side agreement entitled "Water Plant Operator Competency Demonstration and Compensation Procedure for Compression and Advanced Responsibilities" shall become operative concurrently with the execution of this Agreement.

a. Water Plant Operators hired after April 1, 2012 and before ratification of this Agreement will be paid at the Water Plant Operator I rate and shall receive the same wage increases for successful completion of each phase of training as Water Plant Operators hired on or before April 1, 2012.

b. Water Plant Operators hired after ratification of this Agreement into the new Water Plant Operator classification will be paid at the entry-level rate for the classification and shall receive the same wage increases for successful completion of each phase of training as Water Plant Operators hired before ratification of this Agreement.

c. Any persons hired into the Water Plant Operator classification on or after September 2, 2000 who cannot successfully complete the training after the later of one (1) year

after hire or the start of training will not be permitted to remain in the Water Plant Operator classification.

d. Any employees in the Water Plant Operator I position who were hired into their positions before September 1, 2000 shall successfully complete all such training, except for the attainment of a Class III OEPA License, within three years after the start of the training program. This training shall be offered on an ongoing basis to WPO personnel at Cleveland's cost either during work hours or at a time which is consistent with and convenient to the WPO's work schedule. .

e. If a WPO I employee hired on or before April 1, 2012, fails to obtain any certification required by Section 1 of this Article during the time allowed for obtaining that certification, the Water Division may in its discretion transfer that employee to a position in another bargaining unit where an opening may exist and where that labor contract for the bargaining unit will permit such transfers.

**Section 4: Assignments of work:** Temporary Transfers, overtime and "as needed" overtime assignments of the WPO2 and WPO1 classifications shall only be filled by bargaining unit employees in accordance with the terms and conditions set forth in the collective bargaining agreement. Permanent vacancies shall be filled in accordance with the procedure set forth in the collective bargaining agreement.

**Section 5: Management Positions Excluded from Bargaining Unit:** The City has also, as part of the reorganization of its water treatment and pumping facilities, created the managerial positions of Water Plant Manager, Assistant Water Plant Manager, Shift Supervisor and Water Plant Supervisor-Parma Control. The CEO Union agrees that the classifications, Water Plant Manager, Assistant Water Plant Manager, Shift Supervisor and Water Plant Supervisor-Parma Control are managerial and not included in the bargaining unit.

**Section 6: Bargaining Unit Work:** The City agrees that Water Plant Manager, Assistant Water Plant Manager, Shift Supervisors and Water Plant Supervisor-Parma Control shall not perform any bargaining unit work except in short duration emergency or non-routine situations. For purposes of this section, short term shall be defined as two (2) hours. If the anticipated duration of a situation will exceed two (2) hours, appropriate bargaining unit personnel shall be called in to perform the work. The City shall provide to the CEO Union, upon request, telephone logs that describe the City's attempt to call-in bargaining unit personnel. If the City is unable to directly contact a bargaining unit member and/or the member refuses the overtime assignment and the City has exhausted the overtime call-in list, the two (2) hour limitation, described above, shall not prohibit the above-cited supervisors from performing the available work until a Water Plant Operator reports for duty.

**Section 7: License Renewal-Training Reimbursement; OEPA License Incentive Pay:** The City agrees to reimburse the WPO1's and WPO2's for the cost of any license renewal and for the costs of approved educational classes. Water Plant Operators who obtain an Ohio EPA Class II certification in Water Supply shall receive a \$.50 per hour incentive. Water Plant Operators who obtain an Ohio EPA Class III certification in Water Supply shall receive an additional \$.75 per hour incentive (a total of \$1.25 per hour for employees who possess an Ohio EPA Class III certification in Water Supply).

**Section 8: Failure to Maintain OEPA Certification:** Water Plant Operators who fail to timely complete required Continuing Education Units (CEU's) to renew their licenses will forego the incentive during the one-year grace period provided by the OEPA for obtaining CEU's until the license is renewed. Water Plant Operators who fail to timely complete required CEU's to renew their licenses during the one-year grace period provided by the OEPA will be suspended without pay, and without recourse to the grievance procedure, until they have

renewed their licenses. WPO's who are placed on suspension shall obtain their required OEPA license within six (6) months following the start of their suspension or they shall be released from employment without recourse to the grievance procedure.

**ARTICLE 47**  
**WAGES**

**Section 1: Wage Increases:** Bargaining unit employees shall receive the following increases to their regular hourly wages during the term of this Agreement:

(a) Retroactive to April 1, 2013, there shall be a one percent (1%) wage increase added to all rates of classifications.

(b) Retroactive to April 1, 2014, there shall be a two percent (2%) wage increase added to all rates of classifications.

(c) Effective April 1, 2015, there shall be a two percent (2%) wage increase added to all rates of classifications.

**Section 2: Effective Date of Wage Increases:** Wage increases shall be effective: (a) During the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the first week of a pay period; or (b) During the pay period following the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the second week of a pay period.

**Section 3: Eligibility for Retroactive Wage Increases:** To receive any retroactive wage payments from any negotiated wage increases, employees must have the following employment status on the City's payroll on the date that the Union ratifies a collective bargaining agreement with any negotiated retroactive wage increase: "Active," or "Authorized Paid Leave of Absence." An employee with an employment status of either "Retired" or "Terminated" on the date the Union ratifies the collective bargaining agreement is not entitled to retroactive wage payments from any negotiated wage increases. Employees who are in "unpaid

leave" (other than FMLA or military leave), "suspended" or "layoff" status at the time the contract is executed shall not be entitled to retroactive wage payments, negotiated wage increases, uniform allowances and uniform maintenance allowances until and unless they return to "active" status.

**ADDENDUM #1-A**

<u>CLASSIFICATION</u>	<u>04-01-13</u> <u>(retro)</u>	<u>04-1-14</u> <u>(retro)</u>	<u>04-01-15</u>
Water Plant Operator 2 (WPO2):	\$21.80	\$22.23	\$22.68
Hourly rate after one year of employment: (Applies only to persons employed as WPO2's before October 1, 2014)	\$22.59	\$23.05	\$23.51
Advanced Additional Responsibilities Competency Rate	N/A	\$27.00 (upon ratification)	\$27.54
Water Plant Operator I (WPO1):	\$19.31	\$19.70	\$20.09
Hourly rate after one year of employment: (Applies only to persons employed as WPO1's before October 1, 2014)	20.13	\$20.53	\$20.94
Hourly rate after two years of employment: (Applies only to persons employed as WPO1's before October 1, 2014)	21.10	\$21.52	\$21.95

WPO Compression Competency Incentive Rates

**PLANTS**

<u>Objective</u>	<u>Step*</u>	<u>Ratification</u>	<u>4/1/15</u>
Chemical Analysis	Start	No increase	No increase
	1 year	"	"
	2 years	"	"
Common Tasks	Start	No increase	No increase
	1 year	"	"
	2 years	"	"
Raw & Finished Pump Operation	Start	\$0.50	\$0.50
	1 year	\$0.40	\$0.40
	2 years	\$0.25	\$0.25

Filter Operation	Start	\$0.82	\$0.85
	1 year	\$0.58	\$0.60
	2 years	\$0.34	\$0.33
Residual Handling	Start	\$0.55	\$0.55
	1 year	\$0.40	\$0.40
	2 years	\$0.25	\$0.25
Chemical Pump Operation	Start	\$0.50	\$0.55
	1 year	\$0.40	\$0.40
	2 years	\$0.25	\$0.25
Boiler Operation	Start	\$0.50	\$0.50
	1 year	\$0.40	\$0.40
	2 years	\$0.20	\$0.20
Common Tasks Generator Operation	Start	\$0.50	\$0.50
	1 year	\$0.35	\$0.39
	2 years	\$0.25	\$0.25

**PARMA**

<u>Objective</u>	<u>Step*</u>	<u>Ratification</u>	<u>4/1/15</u>
Location of Stations	Start	No increase	No increase
	1 year	“	“
	2 year	“	“
Common Tasks	Start	No increase	No increase
	1 year	“	“
	2 years	“	“
Understanding Distribution System	Start	\$1.85	\$1.85
	1 year	\$1.33	\$1.35
	2 years	\$0.74	\$0.78
Pump Station Check List	Start	\$0.76	\$0.80
	1 year	\$0.60	\$0.62
	2 years	\$0.40	\$0.40
Pump Station Check List	Start	\$0.76	\$0.80
	1 year	\$0.60	\$0.62
	2 years	\$0.40	\$0.40

\*Annual step increases apply only to employees hired before October 1, 2014. Start step applies to all employees hired on or after October 1, 2014.

**ADDENDUM #1-B**

<u>CLASSIFICATION</u>	<u>04-01-13</u> <u>(retro)</u>	<u>04-1-14</u> <u>(retro)</u>	<u>04-01-15</u>
Chief Stationary Engineer:	\$21.88	\$22.31	\$22.76
Chief Building Stationary Engineer:	\$20.59	\$21.01	\$21.43
Stationary Boiler Room Operator:	\$19.99	\$20.39	\$20.80
Building Stationary Engineer:	\$19.27	\$19.66	\$20.05

**NATE Certification Incentives**

<u>Classification</u>	<u>Air</u> <u>Conditioning</u>	<u>Air</u> <u>Distribution</u>	<u>Heat</u> <u>Pump</u>	<u>Gas Heat</u>	<u>Gas</u> <u>Hydronic</u>	<u>Light</u> <u>Commercial</u> <u>Refrigeration</u>	<u>Commercial</u> <u>Refrigeration</u>
CBSE/BSE	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.75
Senior Technician	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.50

## ADDENDUM #2

### DIVISION OF WATER WORK DIFFERENTIAL

(140) Employees in the classification of Water Plant Operator 2 and Water Plant Operator 1 who are assigned job duties and responsibilities encompassing both operations and operational maintenance (inclusive of preventive maintenance) and whose normal work schedule is primarily first shift shall receive a work differential of thirty cents (\$.30) per hour. Such work differential shall not be used in the calculation of any general increase or salary increases. Such employees may be assigned to other shifts to fill a temporary vacancy based on operational needs as determined by management. The shift differentials of this Contract shall not apply to these positions as it has been incorporated into the work differential.

(141) The method of selection for these types of positions shall be based on operational needs and qualifications of employees as determined by management and shall not be subject to the bid procedure contained herein.

### ADDENDUM 3

## 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:	\$20.00 Co-pay, non-specialists \$30.00 Co-pay, specialists
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.

## 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 \$30.00 Co-pay (Specialists)
e. Use of Emergency Room:	\$100.00 Co-pay Co-pay waived if admitted) Non-Emergency use \$100.00 pay) 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

### III. PRESCRIPTION DRUG

#### A. Co-Pays:

60 days after ratification

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.**

ADDENDUM 4

**CITY OF CLEVELAND  
MEDICAL INSURANCE PLAN DESIGN – 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	\$20.00 Co-pay \$40.00 Co-pay (Specialists)
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 services including exam and immunizations to age 9, limited to a \$500 maximum per benefit period:	\$20.00 office visit co-pay not subject to deductible
Well-child laboratory tests to age 9:	100% not subject to deductible
Routine mammogram; one per benefit period and limited to \$85 maximum:	100% not subject to deductible
Routine Pap Test and exam; one per benefit period:	100% not subject to deductible
Routine EKG, chest X-ray, complete blood count, comprehensive metabolic panel and urinalysis; ages 9 and older and limited to one per benefit period	100% not subject to deductible

CA 125 (cancer screening), cholesterol screening, ages 9 and older and limited to one per benefit period: 100% not subject to deductible

Routine PSA test (prostate cancer screen): 100% not subject to deductible

Routine Endoscopic Services, including Colonoscopy and colon cancer screening at age 50 and over, and limited to one per benefit period: 100% not subject to deductible

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

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

## ADDENDUM #5

### Grievance Mediation

#### Section 1.

- A. All grievances which have been appealed to arbitration will be referred to mediation unless either party determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases which have first been mediated.
- B. Within sixty (60) days of ratification through March 31, 2013, Collective Bargaining Agreement, the parties shall mutually agree to a panel of five (5) mediators to serve in the capacity of grievance mediators. Panel members must be experienced mediators and/or arbitrators with skills in mediation. Mediation panel members may not serve as arbitrators.
- C. Each member of the mediation panel will be asked to provide a schedule of available dates and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day. Mediation shall be scheduled on a rotating basis among the panel members to the extent the mediator is available and his/her schedule allows.
- D. Representatives designated by each party shall have the right to be present at the mediation conference. Each party will have a representative vested with full authority to resolve the issues being considered. Representatives of the CEO Union are \_\_\_\_\_ [Insert appropriate identities]. Representatives of the City are \_\_\_\_\_ [Insert appropriate identities].
- 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.

Section 2. 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.

## DRUG/ALCOHOL TESTING

**Section 1: Random Testing:** 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 (Attachment A) shall be subject to random drug/alcohol testing. Additionally, an employee involved in any accident resulting in personal injury or one thousand dollars (\$1000.00) or more of property damage shall submit to post-accident drug/alcohol testing. Such testing shall be conducted in accordance with the DOT procedures. Further, when there is 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.

**Section 2: Reasonable Suspicion Testing:** An employee may be referred to fitness-for-duty screening if at least one (1) supervisor has a reasonable suspicion that the employee is then under the influence of alcohol or a controlled chemical substance. The circumstances supporting

an allegation warranting reasonable suspicion testing shall be reduced to writing, signed by the supervisor, and copies to the employee and Union prior to testing. The demand for a urine, blood or breath specimen should be based only upon specific/objective facts and reasonable inferences drawn from those facts in the light of experience that the employee is under the influence of drugs or alcohol.

**Section 3: Mandatory Testing:** Employees may be referred for mandatory urine, blood, or breath, for drug and/or alcohol screening under the following circumstances:

- (a) A disciplinary probation for employees who have violated the City's drug and alcohol rules; or
- (b) For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drugs and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, a history of excessive absenteeism not related to a specific illness, documented evidence of deteriorating job performance or of aberrant behavior in the six months immediately preceding the leave of absence or documented involvement with drugs off the job.

**Section 4: Union Consultation:** A Union representative shall be consulted before testing is administered unless a Union representative is unavailable when the test is to be conducted and any further delay will potentially compromise the validity of the test results.

**Section 5: Testing Procedures:** 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.

**Section 6: Handling of Test Results and Samples:** 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.

**Section 7: Voluntary Assistance:** 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.

**Section 8: Discipline:** 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.

**Section 9: Medical Clearance upon Return:** Any employee found to have positive screens for drugs or alcohol must be given medical clearance by a qualified physician

acceptable to the City before returning to work. Such employees may also be subject to additional random testing for a period of up to two (2) years.

**Section 10: Positive Test Thresholds:** An employee shall be deemed to have failed an alcohol test if:

- (1) The person has a concentration of three-hundredths of one percent or more by weight of alcohol in his blood;
- (2) 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;
- (3) 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.

**Section 11: Disclaimer:** The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

**Section 12: Indemnification:** The Union shall be indemnified and held harmless by the City for any violation of an employee's constitutional, common law, or statutory rights.

**Section 13: Safety Sensitivity Positions**

Water Plant Operator 1

Water Plant Operator 2

Stationary Boiler Room Operator

Chief Building Stationary Engineer

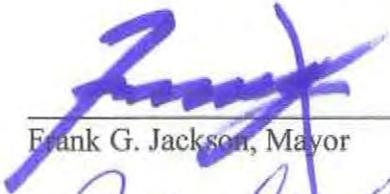
Building Stationary Engineer

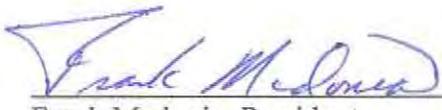
Chief Stationary Engineer

This Contract sets forth the terms and conditions of employment of the employees in the bargaining unit of the Municipal Construction Equipment Operators Labor Council, as agreed upon by The City of Cleveland, the elected officials of the Union and ratified by the membership of the Union.

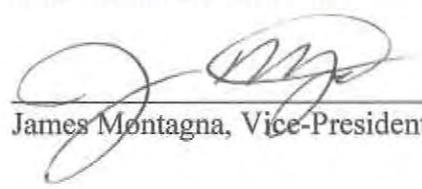
**THE CITY OF CLEVELAND**

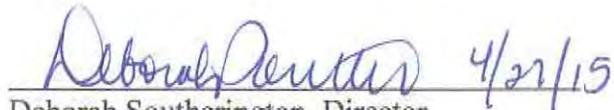
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EQUIPMENT OPERATORS LABOR  
COUNCIL**

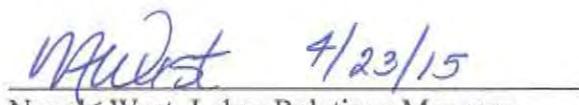
  
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Frank G. Jackson, Mayor

  
\_\_\_\_\_  
Frank Madonia, President

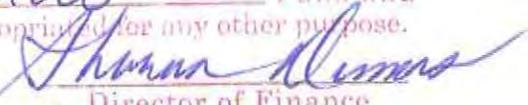
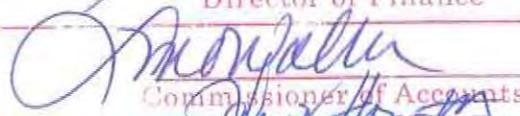
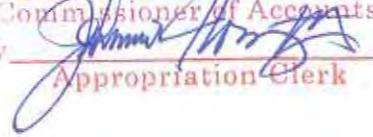
  
\_\_\_\_\_  
Barbara Langhenry, Director  
Department of Law

  
\_\_\_\_\_  
James Montagna, Vice-President

 4/22/15  
\_\_\_\_\_  
Deborah Southerington, Director  
Department of Human Resources

 4/23/15  
\_\_\_\_\_  
Nycole West, Labor Relations Manager  
Department of Human Resources

The sum of \$ 0.00  
\_\_\_\_\_ Dollars  
required for this Contract was on  
5/27/15, 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

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LETTER OF UNDERSTANDING

April 2, 2015

Frank Madonia, President  
Municipal Construction Equipment Operators  
Labor Council

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**Re: Call-In Pay**

Dear Mr. Madonia:

By this letter of understanding the Municipal Construction Equipment Operators Labor Council and The City of Cleveland agree that the following examples accurately describe how the language in Article 33, Call-In Pay, would be administered by the parties:

1. Employee who works 2 hours call-in and works less than 40 hours per week receives 4 hours straight-time pay.
  2. Same as above, except employee who works more than 40 hours per week receives 2 hours overtime and 2 hours straight time pay.
  3. Employee who works 4 hours call-in and works less than 40 hours per week received four hours straight-time pay.
  4. Same as above, except employee who works 44 hours per week or more receives 4 hours overtime pay.
  5. Same as above, except employee who works 42 hours per week receives 2 hours overtime and 2 hours straight time pay.
- (a)

Very truly yours,



Nycole West

MUNICIPAL CONSTRUCTION EQUIPMENT OPERATORS'  
LABOR COUNCIL

By:  \_\_\_\_\_

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