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**CONTRACT**

**BY AND BETWEEN**

**THE CITY OF CLEVELAND**

**AND**

**INTERNATIONAL LONGSHOREMEN'S ASSOCIATION**

**EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2016**

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ARTICLE 1

PURPOSE

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

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

ARTICLE 2

RECOGNITION

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

ELECTRIC BRIDGE OPERATOR

BRIDGE ATTENDANT

ELECTRIC BRIDGE OPERATOR UNIT LEADER

It is understood that seniority within the bargaining unit, no matter what job classification the employee holds, is continuous and determines the member's ability to bid on a desired shift and a regular assigned work week.

ARTICLE 3

MANAGEMENT RIGHTS

(4) Except as specifically limited herein, all rights are reserved to and remain vested in

the City, including but not limited to the sole right to:

- A) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City, 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 hours of work and work schedules.
- L) The City shall have the right to privatize or subcontract services, provided that prior to any privatization or subcontracting the City shall meet and confer with the Union. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have the right to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to or greater than those the City can achieve through privatization or subcontracting, the City will accept the Union's alternative.
- 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.

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

#### ARTICLE 4

##### NO-STRIKE

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

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

#### ARTICLE 5

##### LIMITED RIGHT TO STRIKE

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

ARTICLE 6

UNION RIGHTS

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

(10) Any alleged violation of Union Rights is subject to immediate review by the Labor Relations Manager.

ARTICLE 7

NON-DISCRIMINATION

(11) Both the City and the Union recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment or representation on the basis of race, color, creed, national origin, disability, union membership, or sex.

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

ARTICLE 8

UNION SECURITY AND CHECK OFF

(13) With the Union having demonstrated that at least 85% of the eligible members in the bargaining unit are members of the Union, the City agrees that all members in the bargaining unit shall either be members of the Union or be required to pay a fair share fee to the Union as a condition of employment in accordance with the terms of R.C. §4117.09(C). As provided by

that statute, such fair share fee requirement shall not be effective until at least sixty (60) days following the beginning of employment or completion of the probationary period, whichever is less. The City will not honor dues deduction (check off) revocations from any such employees except as provided herein.

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

- A) An employee shall have the right to revoke such authorization by giving written notification to the City and the 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; and
- B) The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

(15) Deductions shall be made during the second pay period of each month, but if an employee's pay is insufficient to cover Union dues, the City will make a deduction from the pay earned during the next pay period. All deductions, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15<sup>th</sup>) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

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

## ARTICLE 9

### UNION REPRESENTATION

(17) The City recognizes the right of the Union to select stewards in accordance with past practice to represent the employees, upon request, on grievances concerning the interpretation or application of this Contract. The Chief Steward for the unit shall be scheduled on the day shift unless the City and Union mutually agree to a different arrangement.

(18) The Steward 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 or refuses to comply with these requirements, the City retains the right to impose disciplinary action.

(19) The Union will be permitted to designate a Steward and alternate Steward to handle Union related matters.

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

(21) The Union shall furnish the City with the names of the Steward, indicating the department and shift to which he or she is assigned, and further, shall promptly notify the City in writing of any change in stewards. The Union shall provide the Commissioner of the Division with written notice of the identity of all of its Union Stewards (name, shift assignment, direct work telephone number, and work email address) whenever a change is made among Union Stewards. If there is a change of Union Stewards during the calendar year, the Union shall provide the Commissioner with the required information within 10 working days of the change.

(22) The staff representatives of the Union shall be permitted to enter the City's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the City.

(23) The City shall provide the Union with locked bulletin boards at all work locations (Bridge, Carter, Center, Eagle, W. 3<sup>rd</sup>, & Willow), 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 or Chief Steward of the Union or an official representative of the Union;

- C) Upon request from the Commissioner or his designee, the Union will immediately remove any notice or other writing that the City believes violates this paragraph, but the Union shall have the right to grieve such action through the Grievance Procedure.

#### ARTICLE 10

##### PROBATIONARY PERIOD

(24) New employees shall be on probation for a period of one hundred eighty (180) calendar days. Said probationary period may be extended an additional sixty (60) calendar days, on mutual agreement of the parties. The calculation of a probationary period shall exclude unpaid leaves of absence.

#### ARTICLE 11

##### SENIORITY

(25) If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provisions of the preceding paragraph.

(26) Seniority shall be an employee's uninterrupted length of continuous service with the City, department, division, bargaining unit or job classification, depending on the question involved and in accordance with the rules and regulations of Civil Service and the provisions of this Contract. An employee shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. 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 three (3) 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 ten (10) working days from the date on which the City sends the employee notice by certified mail (to the employee's last known address, as shown on the City's record).

(27) Employees should attain "regular" or "legal" status in their classification after serving a minimum of two (2) years in the same classification in the same division. 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.

(28) Except as provided in Paragraph 29 of this Article, an employee may exercise his bargaining unit seniority within his own department for the purpose of changing shifts, bridges or work weeks when an opening occurs within his classification on another shift, bridge or work week, so long as he has the ability to perform the work involved. The City has the right to reassign employees to other shifts, bridges or work weeks to accommodate vacation, sick leave or other needs of the City for periods not to exceed thirty (30) days of work in any twelve (12) consecutive month period, except in cases of emergency or construction. An employee who desires a change of shift, bridge or work week may make an application in writing (on forms provided by the City) to his supervisor requesting a transfer to the shift, bridge or work week he prefers, and the employee shall retain a copy of the request. The City will agree to post vacancies for temporary assignments based on thirty (30) days, with the exception if a new man is hired, temporary assignment shall be based on ninety (90) days.

(29) Vacancies occurring within the bargaining unit shall be posted according to bargaining unit seniority. The employee's performance record will also be considered. Acceptance of bids to vacant Lead Bridge Operator positions will be based on past job performance as exhibited by an employee's history of discipline, sick leave abuse, unexcused absences and/or tardiness during the twenty-four (24) months prior to the posting of a vacancy. Bargaining unit seniority will serve as the determining factor if applicants' past job performance is substantially equal. Only employees with at least three (3) years of employment as a Bridge Operator for the City may bid on a vacant Lead Bridge Operator position. However, if no employee with at least three (3) years as a Bridge Operator bids on a vacant Lead Bridge Operator position, the City may accept bids from employees with fewer than three (3) years as a Bridge Operator.

(30) The City will provide the Union with a seniority list of all employees within the bargaining unit once a year upon request. The seniority list shall contain the name, job classification, department, and date of classification entry of all employees in the bargaining unit.

(31) It is the obligation of each employee to keep the City advised of his current address and telephone number where he can be reached directly and, for purposes of this contract, the

City may rely on the last address supplied by an employee.

ARTICLE 12

LAY-OFFS

(32) 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 bargaining unit in the following order:

- A) Part-time, excluding interns;
- B) Temporary employees;
- C) Regular employees.

(33) When a layoff is necessary, temporary employees shall be laid off on the basis of classification seniority within their division with "bumping" rights against other temporary employees with less seniority in their classification.

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

(35) 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 Union.

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

ARTICLE 13

SICK LEAVE WITH PAY

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

- A) Paid sick leave shall be granted only for pregnancy leave, actual sickness or injury, confinement by reason of a contagious sickness, or visit to a doctor or a dentist for medical care of the employee or his immediate family and pregnancy (including post-partum 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 at least one (1) hour before the employee's scheduled starting time on the first day of the absence on account of sickness. Absences not reported as stated above may be excused by his employer if the appointing authority or his designee determines that there were unusual circumstances which were beyond the employee's control. An employee is required to call in at least one (1) hour before the employee's scheduled starting time 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 of 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 physician's certificates are subject to review by a City physician. Any reviews or medical examinations ordered by the City shall be done on City time.
- E) 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 2080 hours.
- F) Once each year, the City will distribute to all regular full-time employees an annual statement fully advising the employee of his paid sick leave status.
- G) An employee who is hurt on the job shall have the option of using his paid-sick leave, worker's compensation benefits, or his vacation, whichever he prefers.
- H) Employees shall be permitted to take sick time only in increments of one (1) hour.

(38) The City reserves the right to implement a no-fault attendance policy pursuant to the following procedure. The City will first notify the Union no less than thirty (30) days prior to implementing such a policy and negotiate in good faith with the Union regarding the policy. If the parties are unable to reach agreement, the Union reserves the right to file for arbitration with

the AAA within fourteen (14) days of a written declaration of impasse. Each party shall present a proposal before the arbitrator, with the arbitrator selecting one or the other proposal based on his/her assessment of which proposal is the most reasonable. The arbitrator's decision must be rendered within thirty (30) days of the hearing date(s) and within sixty (60) days of his/her appointment, unless mutually agreed otherwise. If the Union does not timely file for arbitration following a declaration of impasse, the City may implement its last-proposed policy. The City will not implement any policy until the Arbitrator renders a decision and will implement the policy selected by the Arbitrator.

The City may modify the policy after one (1) year following implementation. If the City desires to modify the policy it must first provide the Union with no less than thirty (30) days' notice and negotiate in good faith with the Union regarding its intended modifications. In the absence of an agreement, the City may not modify the policy unless it establishes a demonstrable operational need.

#### ARTICLE 14

#### LEAVES OF ABSENCE

##### General Leave

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

(40) An employee on any unpaid leave of absence does not accrue credit towards vacation, paid sick leave, steps, longevity or P.E.R.S. The only exception is an employee who falls under the military leave provisions under said section.

(41) 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 member back to work subject to disciplinary action up to and including discharge.

(42) 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.

Family Medical Leave

(43) 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.

Education Leave

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

Meritorious Leave

(45) 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.

Union Leave

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

- 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 Union leave shall not extend beyond one (1) year.
- C) The approval and authorization of any Union leave shall be contingent upon operational needs as determined by Management.

Funeral Leave - Immediate Family

(47) Immediate family shall be defined as: spouse, mother, father, grandparent, grandchildren or person who has been in loco parentis to the employee, mother-in-law, father-in-law, child, brother or sister.

(48) 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 a member of his immediate family 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 signed 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).

#### Jury Duty

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

- A) An employee must present verification of his call to jury duty or witness duty;
- B) If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature; and
- C) Turn in the amount received as a jury or witness fee to the City Treasurer in order to receive his regular pay for this time period.

(50) 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.

#### Military Leave

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

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

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

year and further shall accumulate vacation and sick leave with pay credit during the period of such leave.

(54) Any non-probationary employee who is entitled to the leave as stated above and who is called to military duty for a period in excess of thirty-one (31) days in any one calendar year, for each calendar year in which military duty is performed because of an Executive Order issued by the President of the United States or an Act of Congress is entitled, during the period designated in the Order or Act, to a leave of absence and to be paid, during each month of that period, the lesser of the following:

- 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 (\$500.00).

The employee shall not receive payments under this paragraph if the sum of his/her gross military income pay and allowances received in a month exceeds his/her gross monthly wage or salary as an employee or if the permanent public employee is receiving his/her pay pursuant to Paragraph 53.

#### ARTICLE 15

##### SICK LEAVE WITHOUT PAY

(55) 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 post-partum recovery periods), upon request, supported by medical evidence satisfactory to the City if the employee has reported such illness, injury or pregnancy (including post-partum recovery periods) to his or her department head or immediate supervisor by no later than the second day of absence. If the illness, injury, or pregnancy (including post-partum recovery periods), continues beyond six (6) months, the City may grant additional sick leave under this paragraph upon request. An employee on sick leave is expected to keep the City informed on the progress of his or her illness, injury, or pregnancy (including post-partum 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 16

TEMPORARY CLASSIFICATION CHANGE

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

(57) Once the employee receives his written notice and begins his assignment, his rate of pay shall be as follows: An employee working a temporary work assignment in a job classification with a higher wage rate shall receive the wage rate of the job classification with the higher wage rate during the period of the temporary work assignment.

(58) The City will not rotate temporary assignments. All employees not specifically covered under this section shall perform all temporarily assigned duties at their normal rate of pay.

ARTICLE 17

JOB EVALUATION AND DESCRIPTION

(59) The City has the sole and exclusive right to make job evaluations and job descriptions and create job classifications when it deems appropriate. In the event the City changes the job description for an existing classification it will send a copy to the Union within fourteen (14) calendar days.

(60) In the event a new classification is established by the City which the Union believes is related to an existing classification in the bargaining unit, the Union will promptly notify the City in writing and request a meeting. The Union shall bear the burden of proof. 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 Step 3 of the Grievance Procedure for the purpose of determining a rate of pay.

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

(62) If a substantial change in a job occurs, the Union may ask for a meeting with the City to discuss the situation within fourteen (14) calendar days of the change. The Union, at this

meeting, must demonstrate a significant change as relates to the skill level now required of the existing classification which would warrant an increase in pay. If the City agrees, a new rate shall be agreed to. If an agreement cannot be reached, the matter may be submitted to Step 4 of the Grievance Procedure for the purpose of determining a rate of pay.

#### ARTICLE 18

##### PROMOTIONS AND TRANSFERS

(63) When a vacancy occurs, or a new job is created, employees shall be promoted or transferred in accordance with the rules and regulations of Civil Service and the City.

#### ARTICLE 19

##### HOURS OF WORK

(64) The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals, during the period starting 12:01 a.m. Monday to Midnight Sunday, except where different hours are necessary to meet operational requirements. The City reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours. All regular full-time salaried employees shall be on a compensation basis of two thousand eighty (2080) hours per year.

(65) Approved breaks are based on operational demands of river traffic, but will not be unreasonably denied per the following procedures: (i) the Bridge Operator shall review the maritime traffic before requesting a break; (ii) the Bridge Operator shall notify the Unit Leader of his or her request for a break, not to exceed fifteen (15) minutes and not more than twice during a regular (excluding overtime) shift; and (iii) the Bridge Operator shall notify the Unit Leader immediately upon his/her return to duties.

#### ARTICLE 20

##### OVERTIME

(66) The City shall be the sole judge of the necessity for overtime. Noncontiguous and non-emergency overtime shall be offered to employees in accordance with bargaining unit seniority and the terms of this Article. An employee shall have the right to refuse overtime on holidays, provided a replacement employee is found to cover the necessary overtime work. An employee who refuses a holiday overtime assignment shall be charged for said refusal, for purposes of overtime equalization.

(67) Contiguous overtime work will be assigned to those employees who performed the work involved during the applicable work day or shift in accordance with this Article. Emergency overtime cannot be refused. An emergency is defined as an impairment to City services or operations which cannot be delayed until the beginning of the next regular work shift. However, an employee may be excused from emergency overtime provided a replacement can be obtained in time to meet the City's emergency.

(68) Overtime shall be equalized on a continuing basis.

(69) The Lead Bridge Operators shall maintain a detailed Overtime Equalization List on a form approved by the City that includes the following information for the calendar year:

- A) the name and telephone numbers of all employees;
- B) the date of overtime offered to each employee;
- C) all overtime offers accepted by each employee; and
- D) all refusals of overtime offered to each employee.

(70) The Lead Bridge Operators shall record all overtime hours for each work location by the close of the bi-weekly pay period. All overtime hours shall be recorded on a daily basis by the Lead Bridge Operators. It is the responsibility of Lead Bridge Operators to maintain the Overtime Equalization List. Lead Bridge Operators are responsible for the implementation of the Overtime Call-In Procedure set forth in this Article and any individual errors are not subject to grievance, arbitration or discipline.

(71) Overtime Call-In Procedure:

- A) The Lead Bridge Operator on duty when the need for overtime arises will notify City management of the overtime occurrence via email or in accordance with City policy.
- B) The Lead Bridge Operator will offer the overtime to the employee on the previous shift on the subject bridge; if the employee refuses the overtime, then;
- C) The Lead Bridge Operator will call other bargaining unit employees who are not working on the shift to be covered and offer them the overtime in order of the employee with the fewest overtime occurrences worked or refused to the employee with the most overtime occurrences worked or refused in that calendar year, based on the Overtime Equalization List; if no volunteer, then;
- D) The Lead Bridge Operator will assign the employee on that bridge on the previous

shift to work the overtime. Employees required to work overtime under this subsection will be entitled to a thirty (30) minute paid break schedule in accordance with Paragraph 65 of this Agreement.

(72) The Overtime Equalization List will be available for the individual operators to view electronically in the Bridge Operator folder at the Carter Road lift bridge. The Lead Bridge Operators will maintain the list on a daily basis. Overtime call sheets will be posted once a week in the Bridge Operator folder at the close of the weekly pay period on Monday or on Tuesday, if Monday is a holiday. If an Operator's email or computer is not operating, then the Lead Bridge Operator will print out and make it available to that Bridge Operator upon request.

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

(74) 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) work week (excluding employees on a special work week schedule which has been mutually agreed to between the City and the Union).

(75) 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 eight (8) hours in one (1) day during the period from the start of his shift to the beginning of the next shift. Any time worked by an employee that begins less than eight (8) hours from the end of the employee's previous shift shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.

(76) 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. One half the regular rate of pay for all hours worked on Holidays.

(77) Paid holiday hours, and vacation hours shall be counted as hours worked for the purpose of computing overtime.

(78) 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 21

LONGEVITY

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

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

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
After 5 Years	\$300.00
After 10 Years	\$475.00
After 15 Years	\$575.00
After 20 Years	\$750.00
After 25 Years	\$800.00

ARTICLE 22

SHIFT PREMIUM

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

- 1st Shift: The majority of his normal hours of work fall after 6:00 A.M. and before 2:00 P.M.
- 2nd Shift: The majority of his normal hours of work fall after 2:00 P.M. and before 10:00 P.M. receives a shift premium of thirty-five cents (\$.35) per hour.
- 3rd Shift: The majority of his normal hours of work fall between 10:00 P.M. and 6:00 A.M. receives shift premium of thirty-five cents (\$.35) per hour.

(82) 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, but shall also continue to be paid if an employee is on vacation or paid sick leave, provided the employee would otherwise have qualified for shift differential had he or she worked on the vacation/sick leave days in question. All employees working any relief schedule on any shift shall receive the shift premium under this Section.

ARTICLE 23

HOLIDAYS

(83) All regular full-time employees shall be entitled to eleven (11) paid holidays (including two (2) floating holidays in each calendar year), as follows:

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

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

(85) To be entitled to holiday pay, an employee must actually work his/her last scheduled work day before and the first scheduled work day after the holiday unless on approved floating holiday.

(86) 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 24

VACATIONS

(87) 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	10 days
After 8 years	15 days
After 12 years	20 days

After 22 years

25 days

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

(89) 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).

(90) Employees may take their vacation during the calendar year at the convenience of the City, however, each employee in the bargaining unit shall be entitled to take one (1) week of vacation during the "peak" summer season, May 1 – Oct. 31. Employees may take up to five (5) days of their vacations on single day increments, with forty-eight (48) hours advance notice to the City based upon operational needs. The five most senior employees, entitled to five or more weeks of vacation under this agreement, may take two (2) weeks of vacation during the peak period in any year. If any bargaining unit employee who is entitled to five (5) or more weeks of vacation under this agreement should retire, or otherwise terminate employment, the City agrees that for the next vacation cycle it will permit the next most senior employee who is entitled to less than five (5) weeks of vacation to take two (2) weeks of vacation during the "peak" period identified above. During the first quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by the City their vacation leave preferences, and promptly thereafter a written vacation schedule (by department) will be prepared by the City with priority given to employees according to their departmental or bargaining unit 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 25

#### CALL-IN PAY

(91) An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four (4) hours of work at his applicable rate of pay. If an employee is called in and works more than four (4) hours, he shall receive pay for all hours actually worked.

ARTICLE 26

HEALTH COVERAGE - HOSPITALIZATION

Hospitalization

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

- Effective April 1, 2013 through ratification, employee's health care benefits and premium costs shall be consistent with the terms of the prior agreement.
- Effective April 1, 2015, the City shall provide health insurance benefits consistent with the summary plan description attached to the Agreement as Addendum A.
- Employee premium cost-sharing contributions for hospitalization, prescription, dental and vision coverage will be as follows:

Effective upon ratification:

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

Effective April 1, 2015:

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

The City shall have the discretion to implement and offer a voluntary, optional, high-deductible hospitalization plan for employees with benefit levels as outlined in Addendum B.

If so implemented and elected, the premium rates shall be as follows:

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

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

The screening shall also require a blood sample to measure:

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

The discount shall take effect the month following the employee's satisfaction of these screening requirements. The City shall establish the initial deadline in 2015 on which employees must satisfy the wellness survey/screening requirements. The City shall provide no less than thirty (30) days' advance notice of said deadline. Until such deadline is set, the "wellness" premium contribution rates shall apply.

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.

The City deducts one-half of the health care premiums from the first two pay periods of each month.

(93) There shall be no duplicate coverage if both spouses are on the City's payroll. The City shall have the right to self-insure or change insurance carriers provided that benefit levels remain substantially the same.

#### Life Insurance

(94) All regular full-time employees who have completed 120 days continuous service with the City will be provided with a \$15,000 Group Term Life Insurance.

#### Dental Insurance

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

### ARTICLE 27

#### WORKING CONDITIONS

(96) Employees provided uniforms or uniform allowance and/or appropriate safety gear must report to work in said attire. Failure to do so will result in discipline and/or being sent home immediately without pay. All employees shall be provided with identification badges that include their photographs.

ARTICLE 28

CLOTHING

(97) Effective in 2014, all bargaining unit members of the Union shall receive an annual clothing maintenance allowance of \$150.00 payable by March 1. Failure to wear the appropriate shirt will subject the employee to disciplinary action.

ARTICLE 29

SAFETY COMMITTEE

(98) The parties agree to establish a Safety Committee which will consist of a maximum of three (3) representatives on behalf of the City and three representatives on behalf of the Union. The purpose of said committee is to examine safety concerns that are of importance to both the City and the Union.

ARTICLE 30

PAY DAY

(99) 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.

- \* Employees may be paid either by direct deposit or payroll card, if authorized by the employee, hand delivery (being issued the paycheck at the work site) during the 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.
- \* The City will process any significant paycheck error within six (6) working days, if possible.

ARTICLE 31

PERSONNEL RECORDS

(100) 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 32

DISCIPLINE

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

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

(103) An employee who is disciplined must be scheduled for discipline within ten (10) calendar days of the event(s) upon which the discipline is based, or within from the date the City had knowledge of said event(s). In the case of suspension or discharge, the employee shall be advised of his/her right to have his/her Union representative present and, upon request, will be permitted to discuss his/her suspension or discharge with the Union representative in an area made available by the City before he/she is required to leave the premises. If a Steward is being disciplined, he/she has the right to be represented by a Union Official.

(104) An employee who is charged with, and/or disciplined for, a Group 1 offense under the City's policy shall not be disciplined for a Group 2 offense for the same conduct or set of

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

(105) The Absent without Leave Policy has been modified. Two categories of infractions have been established, Group I and Group II. Group I offenses are: (i) not more than three (3) occurrences of late return from an approved break; (ii) not more than three (3) occurrences of late call but prior to end of first two (2) hours of scheduled shift. Group I offenses may result in discipline in accordance with the following: First Offense: Instruction & Cautioning; Second Offense Within Twenty-Four (24) Month Period: Written Reprimand; Third Offense Within Twenty-Four (24) Month Period: Three (3) to Five (5) Day Suspension; Fourth Offense within Twenty-Four (24) Month Period: Up to and including Discharge.

(106) Group II offenses are: (i) failure to call off during the first two (2) hours of the scheduled shift; (ii) departure from worksite beyond the time approved by the supervisor; and (iii) not more than three (3) occurrences of departure from the worksite before fifteen (15) minutes (or more) of the end of the shift without approval of the supervisor. Group II offenses may result in discipline in accordance with the following: First Offense: One (1) Day Suspension; Second Offense within Twenty-Four (24) Month Period: Five (5) to Ten (10) Day Suspension; Third Offense within Twenty-Four (24) Month Period: Up to and including Discharge.

(107) 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.

(108) All employees are obligated to report convictions for DUI or drug related offenses, and failure to report may result in discipline up to and including termination.

### ARTICLE 33

#### GRIEVANCE PROCEDURE

(109) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition

of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. It is the intent of the City and the Union to share information pertaining to grievances at all steps of the Grievance Procedure.

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

(111) 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).

(112) Step 1: When a grievance arises, the following procedure shall be followed: An employee who believes he has a grievance has a right to notify his Union representative of the situation and to discuss the alleged violation. This discussion shall take place with regard for the City's operational needs, but as soon as is reasonably possible. The grievance shall be reduced to writing and presented to the Commissioner or Appointing Authority or his designee within ten (10) working days of the event(s) giving rise to said grievance. The Commissioner or Appointing Authority or his designee shall meet with the Steward and 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 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.

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

(114) Step 3: If the grievance is not satisfactorily settled at Step Two (2), it shall be presented in writing to the City's Labor Relations Representative, with a copy to the affected Director or his designee, within ten (10) working days after receipt of the Step Two (2) answer. The City's Labor Relations Representative and the Union 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 Union prior to each meeting. Within thirty (30) calendar days of the Step Three (3) meeting, the City's Labor Relations Representative shall give a written answer, as defined in Step One (1), to the Union Representative.

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

ninety-six (96) hours advance notice of employees required to testify.

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

(117) 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.

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

(119) All decisions of arbitrators consistent with Paragraph one hundred and sixteen (116) and one hundred and seventeen (117) and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding upon the City, the Union and the employees. Provided, that a grievance may be withdrawn by the Union at any time during the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. For purpose of this section, timeliness is counted as working days from the date of the incident or the date expressed on the face of either the answer or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by both parties. The date of occurrence of the event causing time to run is not counted in the time limit. If the last date of a period is not a regular business day, the time period runs through the end of the next regular scheduled business day. For the purpose of any time provision, the last day of the period of time shall be included unless it is a Saturday, Sunday, or one of the nine permanent paid holidays recognized by the City (i.e. the two floating personal holidays are not included), in which event

the period of time runs to the next regular business day that is not one of those days.

ARTICLE 34

WAGES

(120) In settlement of wages, the City and the Union agree to the following schedule:

Effective 4/1/2013:	1%
Effective 4/1/2014:	2%
Effective 4/1/2015:	2%

The City will implement the 2015 general wage increases as follows; (a) if April 1<sup>st</sup> falls in the first week of a pay period, the wage increase shall be effective at the beginning of the pay period; or (b), if April 1<sup>st</sup> falls in the second week of a pay period, the wage increase shall be effective at the beginning of the next pay period.

(121) Hourly wage rates for employees in positions governed by this Agreement will be as follows:

<u>Position</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Bridge Attendant	\$16.35	\$16.68	\$17.01
Electric Bridge Operator	\$18.07	\$18.43	\$18.80
Electric Bridge Operator Leader	\$19.35	\$19.74	\$20.13

ARTICLE 35

JUMP FEE

(122) All regular full time employees required to jump to another bridge shall be reimbursed a flat ten dollars (\$10.00) for each required bridge jump.

ARTICLE 36

LEGALITY

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

## ARTICLE 37

DRUG/ALCOHOL TESTING

(124) 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 the following Safety Sensitive Positions Bridge Attendant; Electric Bridge Operator; and Electric Bridge Operator Leader shall be subject to random drug/alcohol testing. Additionally, an employee involved in any accident resulting in personal injury or \$1,000.00 or more of property damage shall submit himself or herself to post accident-testing. Such testing shall be conducted in accordance with the DOT procedures. Further, when there is a reasonable suspicion to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination. Both random examinations and reasonable suspicion examinations are conducted for the purpose of determining the presence of illegal drugs or alcohol in the employee tested. An employee who is directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense. The City's Manager of Labor Relations, or his designee, shall approve all drug/alcohol testing. This testing will include possible urine, blood, or breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be suspended pending discharge. An employee who fails a drug or alcohol test for the second time during his/her employment with the City shall be discharged immediately by the City.

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

and/or alcohol screening under the following circumstances:

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

(126) An employee shall be entitled to have a Union representative present before testing is administered.

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

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

(129) 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.

(130) 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.

(131) 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.

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

- A) The person has a concentration of ten-hundredths of one percent or more by weight of alcohol in his blood;
- B) The person has a concentration of three-hundredths of one gram or more by weight of alcohol per two hundred liters in his breath; or
- C) The person has a concentration of the 4.5 hundredths of one gram or more by weight of alcohol per one hundred milliliters of urine.

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

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

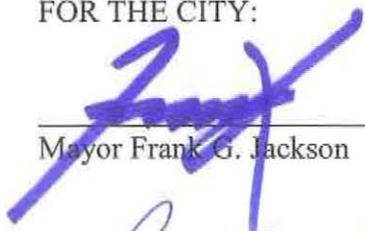
#### ARTICLE 38

##### DURATION

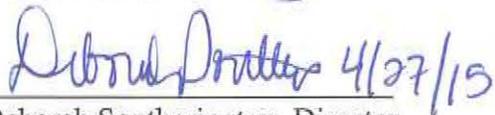
(135) This Contract represents a complete and final understanding of all bargainable issues between the City and the Union and it shall be effective as of April 1, 2013 and remain in full force and effect through March 31, 2016. The attached Contract sets forth the terms and conditions of employment of employees in the bargaining unit of Longshoremen's Association, as agreed upon by the City of Cleveland and the elected officials of the Union and ratified by the membership of the Union.

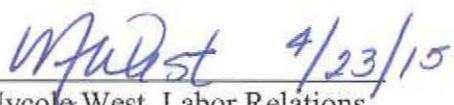
(136) All other provisions of the April 1, 2001, to March 31, 2004 Collective Bargaining Agreement, including all side agreements and letters attached to the agreement, as extended, remain unchanged and in effect for the duration of the April 1, 2004, to March 31, 2007, term, except for those changes described above.

FOR THE CITY:

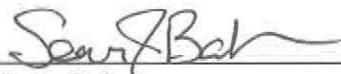
  
\_\_\_\_\_  
Mayor Frank G. Jackson

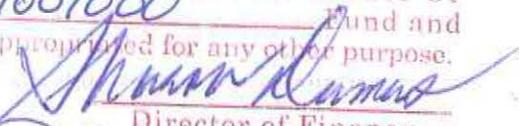
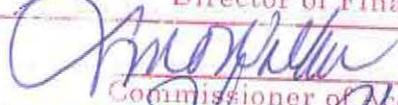
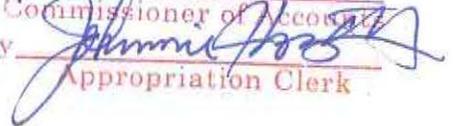
  
\_\_\_\_\_  
Barbara A. Langhenry, Director,  
Department of Law

 4/27/15  
\_\_\_\_\_  
Deborah Southerington, Director,  
Department of Human Resources

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

FOR THE UNION:

  
\_\_\_\_\_  
Sean Baker  
President, Local 1317

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.  
  
\_\_\_\_\_  
Sharon Dennis  
Director of Finance  
  
\_\_\_\_\_  
Commissioner of Accounts  
Entered by   
\_\_\_\_\_  
Appropriation Clerk

Sean J. Baker  
International Longshoremen's Association,  
Local 1317  
700 Erieside Avenue  
Cleveland, Ohio 44114

**Re: Implementation of a Shift Trade Policy Covering Bargaining Unit Employees.**

Dear Mr. Baker:

As an exercise of its management rights, the City of Cleveland (the "City") will implement a policy concerning shift trades among bargaining unit employees (the "Policy"). The City will maintain the Policy for a period it deems sufficient to evaluate its effect and operation; and will maintain, amend or discontinue the Policy at its sole discretion. The City will meet and confer with representatives of the International Longshoremen's Association, Local 1317 within a reasonable time prior to amending or discontinuing the Policy. This side letter in no way alters or restricts the City's management rights as set forth in the collective bargaining agreement, R.C. §4117.08(C) and/or as otherwise retained.

Sincerely,

Richard J. Switalski, P.E.  
Administration Bureau Manager,  
Division of Engineering and Construction

HEALTH CARE ADDENDUM A

CITY OF CLEVELAND  
MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

	<u>In-Network</u>
a. Annual Deductible:	\$500 single \$1000 family
b. Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c. Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$1250 single \$2500 family
d. -- Doctor and other Office visits: -- Specialists:	\$20.00 Co-pay \$30.00 Co-pay
e. Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use \$100.00 Co-pay plus 90% Co-Insurance
f. Wellness/Preventive Services:	
Routine Physical Exam (One exam per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
Routine Mammogram (One, limited to an \$85 maximum per benefit period):	100% not subject to deductible
Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible

Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period): 100% not subject to deductible

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

Routine PSA Test: 100% not subject to deductible

Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period): 100% not subject to deductible

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

II. HMO

The City will provide not less than two (2) HMO options.

	<u>In-Network</u>
a. Co-Insurance percentage:	90% - 10%
b. No deductible:	
c. Co-Insurance Annual Out-of-Pocket Maximum:	\$1250 single \$2500 family
d. Doctor and other treatment visits:	\$20.00 Co-pay replaces all \$10.00 Co-pays
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

III. PRESCRIPTION DRUG

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

Name Brand, Non-Formulary            \$40.00

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

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

**HEALTH CARE ADDENDUM B**

**HIGH DEDUCTIBLE PLAN**

		<u>In-Network</u>
a.	Annual Deductible:	\$1000 single \$2000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$2000 single \$4000 family
d.	-- Doctor and other Office visits: -- Specialists:	\$20.00 Co-pay \$40.00 Co-Pay
e.	Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted)
		Non-Emergency use \$100.00 Co-pay plus 80% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
	Well Child Care Services including  Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	\$20.00 office visit Co-pay,  not subject to deductible
	Well Child Care Laboratory Tests (to 100% age nine):	not subject to deductible
	Routine Mammogram (One, limited 100% to an \$85 maximum per benefit period):	not subject to deductible
	Routine Pap Test and Exam (One per 100% benefit period):	not subject to deductible

Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period): 100% not subject to deductible

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

Routine PSA Test: 100% not subject to deductible

Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period): 100% not subject to deductible

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

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

Attachment C

CITY OF CLEVELAND/ILA LOCAL 1317  
EMPLOYEE GRIEVANCE FORM

Filing Date:  
Step Number:

Employee/Union Rep. Filing Grievance: \_\_\_\_\_

Nature of Grievance (Cite specific paragraph(s) of Agreement allegedly violated):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date and Approximate Time of Occurrence: \_\_\_\_\_

Statement of Facts (use additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requested Adjustment: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee or Union Representative

Presented at Step 1 to: \_\_\_\_\_ Date: \_\_\_\_\_

Presented at Step 2 to: \_\_\_\_\_ Date: \_\_\_\_\_

Presented at Step 3 to: \_\_\_\_\_ Date: \_\_\_\_\_

Presented at Step 4 to: \_\_\_\_\_ Date: \_\_\_\_\_

This grievance may be amended after it is filed in accordance with Article 33, Paragraph 112 of the contract.