



09-04-12
10-MED-12-1814
0536-14
K28795

CT 0402 NF 2012-066

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

**CITY, COUNTY AND WASTE PAPER DRIVERS
UNION, LOCAL NO. 244**

**Affiliated with the International
Brotherhood of Teamsters**

Effective April 1, 2011, through March 31, 2013

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ARTICLE I

INTRODUCTION

Section 1. Entire Agreement.

This contract sets forth a complete agreement between the City of Cleveland (hereinafter referred to as the “City”) and City, County and Waste Paper Drivers Union, Local 244 affiliated with the International Brotherhood of Teamsters (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.

Section 2. Pronouns/Plurals.

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.

Section 3. Purpose.

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 II

RECOGNITION

Section 1. Scope of Bargaining Unit.

The Union is recognized as the sole and exclusive representative for all full-time employees in the following job classifications who have successfully completed their initial probationary period for the purpose of establishing rates of pay, wages, hours, and other conditions of employment, but excluding all supervisors (as defined in Chapter 4117 Ohio Revised Code) and security employees.

Section 2. Inclusions.

The Union's exclusive bargaining unit includes the following job classifications and the City will not recognize any other union as the representative for any employees within such classifications:

- Concrete Mixer Driver
- Tanker Truck Driver
- Truck Driver (all classifications)
- Tow Truck Operator
- Airport Maintenance Man
- Tractor Driver
- Animal Control Officer (f/k/a Dog Warden)
- Hostler
- Street Equipment Maintenance Specialist
- Street Equipment Maintenance Leadman (working)
- Street Carry All Driver
- Waste Collection Driver
- Ground Maintenance Driver I
- Ground Maintenance Driver II
- Traffic Controller
- Parking Enforcement Officer

Section 3. Exclusions.

The following positions and employees holding positions in these areas are specifically excluded from any bargaining unit:

- (A) Mayor's Office
- (B) Department of Personnel
- (C) Civil Service Commission
- (D) Law Department
- (E) Budget and Management Office
- (F) Persons functioning as secretaries to Commissioners and Directors
- (G) Professional Employees
- (H) Confidential Employees
- (I) Classifications which formulate policy
- (J) Responsibly directs the implementation of management policy.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. Listing 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. Moreover, the City shall have the right to privatize or subcontract services in accordance with the procedures and standards specified in Section 3 of this Article;
- 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 and to require employees to use or refrain from using specified uniforms or other tools of duty;
- D. Determine the overall methods, process, means, or personnel by which City operations are to be conducted. Moreover, the City shall have the right to establish specialized pick-up routes (e.g., for recycling, etc.) with two-man crews, special route territories, and special work hours, subject to prior negotiations with Laborers' Local 1099 and Teamsters Local 244;

- 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. Manage the work force; and
- I. Take actions to carry out the mission of the public employer as a governmental unit.

Section 2. Non-Negotiation.

Notwithstanding Section 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 Agreement.

Section 3. Subcontracting/Privatization.

The City shall have the right to privatize or subcontract services. For subcontracting which would result directly in the layoff of employees, the City's right to subcontract or privatize services shall be based upon the following procedures and standards:

- A. The City shall have the right to institute competitive initiatives or subcontract services, where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service. Sixty-five (65) days prior to initiation of any bid procedure, the City shall meet and confer with the Union on no less than a weekly basis to determine if there are methods of improving operating efficiency and reducing the cost of providing City service. Prior to the meetings, the City shall provide the Union with information sufficient to allow the meetings to proceed in a productive fashion, including the cost of the work being performed and the problems with efficiency or productivity which the City would like to address.
- B. At the conclusion of the LMC meetings, the City and the Union shall calculate the cost and evaluate the methods of providing services. Upon review by the City, if the alternative yields financial savings, improved operating efficiency, and/or a

better quality of service genuinely equivalent to or greater than those the City can achieve through subcontracting, the City shall accept the Union's alternative instead of utilizing an outside bidder/vendor; although, to insure meaningful substantive evaluation, the City will be permitted to prepare bid documents during the initial sixty-five (65) day meeting period set forth above and to utilize the bid procedure immediately upon completing the sixty-five (65) day meeting period.

- C. If the City informs the Union that the alternative does not sufficiently meet the City's objective as stated in paragraph 1 above, then the City and the Union will continue to work cooperatively for not less than twenty (20) days after the conclusion of the bidding process (which ends on the day the City shares the lowest bid for and initiative with the Union, after which the City may exercise its contractual rights to implement the proposed initiative.
- D. Should the City decide to implement a competitive initiative, the City will make a good faith effort to assign displaced employees to vacant positions for which they are qualified or can be trained to become qualified within a reasonable period of time.
- E. The City and the Union agree that if there is a disagreement regarding the above, including over the true value of the Union's competitive alternative (financial savings, improved efficiency, quality of service, the Union will have the right to submit the issue of whether or not the Union's alternative "genuinely" meets or exceeds the City's objective to final and binding arbitration by requesting arbitration with the American Arbitration Association within fourteen (14) days of the expiration of the 65-day meet and confer period.

ARTICLE IV

UNION RIGHTS

The rights of the Union are specifically listed in this Contract.

Section 1. Representation.

An employee has the right, upon his request, to the presence and advice of a Union Steward or Officer at any disciplinary hearing.

Section 2. Review Records.

An employee shall, upon request, be permitted to review all his/her personnel records files, 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.

Section 3. Crossing Picket Line.

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

ARTICLE V

NO STRIKE - NO LOCKOUT

Section 1. No Strike.

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.

Section 2. Discipline for Violations.

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

Section 3. No Lock-Out.

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

ARTICLE VI

NON-DISCRIMINATION

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

ARTICLE VII

UNION SECURITY AND CHECK-OFF

Section 1. Union Membership.

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

Section 2. Dues Deductions.

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 notice to the City and the Union within the last thirty (30) days of this Contract, and the authorization card shall state clearly on its face the right of an employee to revoke during this time period; and shall be placed under fair share fee.
- 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.

Section 3. Fair Share Fees.

The following provisions shall become effective upon ratification provided that the Union provides documentation and substantiation that at least 85% of the eligible employees in the Bargaining Unit as defined in Article II of this Contract are dues-paying members of the Union.

- A. All non-probationary employees covered by this Contract who are members of the union shall be required to pay dues. Employees are not required to join the union as a condition of employment, however, non-probationary employees, after ratification, shall, during the term of this Contract, be subject to pay a service fee in an amount not to exceed the Union dues, for the purpose of administering the provisions of this Contract. The City will provide the Union with monthly payroll records of members in the bargaining unit. Further, any employee who becomes a fair share payer and/or a dues-paying member but does not tender same will be subject to retroactive collection of such fair share fees or dues.

- B. It shall be the responsibility of the Union to establish the amount of such a service fee, and to notify all affected employees of the established service fee. The Union shall notify the City of the amount of said service fee and shall provide the City with at least thirty (30) days' advance notice of any change in the service fee amount. The City shall deduct this amount from the pay of said employee(s) and remit it to the Union. The Union shall indemnify and save the City harmless from any and all legal actions brought by an employee against the Union, the City, or the Union and the City jointly as the result of the enforcement or required compliance with this provision.
- C. Any employee hired prior to April 1, 1984, who has not joined the Union by March 31, 1984, shall not be subject to this provision and shall not be required to pay a service fee.
- D. Deductions under Article VII shall be made during the second pay period of each month, but if an employee's pay for that period is insufficient to cover the Union dues, the City will make a deduction from the pay earned during the next pay period.
- E. All deductions under Article VII, accompanied by an alphabetical by department list of all employees from whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.
- F. Where an individual in a classification not in the bargaining unit is temporarily assigned to a position within the bargaining unit, the Union shall be entitled to assess a pro-rata service fee upon such temporarily assigned employee based upon

the amount of time the employee is in the bargaining unit position. The service fee shall be a fraction of the monthly union fees with the days the employee is temporarily assigned on the numerator and the number of days in the affected month as the denominator.

ARTICLE VIII

UNION REPRESENTATION

Section 1. Selecting Stewards.

The City recognizes the right of the Union to select Stewards to represent the employees, upon request, on grievances concerning the interpretation or application of this Contract.

Section 2. Responsibilities of Stewards.

Stewards 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 an Steward fails or refuses to comply with this requirement, the City retains the right to impose disciplinary action, if proven.

Section 3. Identifying Stewards.

The 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 herein.

Section 4. Access to Bulletin Board.

The City shall provide the Union with a bulletin board 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 other person.

- B. All notices or other materials posted on the bulletin board must be signed by the President of the Union or an official representative of the Union.
- C. Upon request from the appropriate Commissioner or his designee, the Union will immediately remove any notice or other writing that the City believe violates this provision, but the Union shall have the right to grieve such action through the Grievance Procedure.

ARTICLE IX

UNION VISITATION

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

ARTICLE X

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.

ARTICLE XI

CIVIL SERVICE REGULATIONS/ORIGINAL APPOINTMENTS

An original appointment is the first appointment (hire) of an employee in the classified Civil Service of the City of Cleveland. The appointment shall be any appointment made from an eligible list, created as a result of either a competitive or non-competitive entrance examination,

or by the registration of the unskilled labor class. Original appointment shall include all appointments made into the classified service of the City, including regular and temporary appointments, but shall not include the promotional appointment of a City employee pursuant to procedures contained in this collective bargaining agreement.

ARTICLE XII

SENIORITY

Section 1. Job Classification Seniority.

Job classification seniority shall be 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. Seniority Tie-Breaker.

Seniority for employees hired on the same day shall start with the highest number for the last four digits of the person's social security number in odd numbered years. In even numbered years, the lowest numbers shall be first.

Section 4. Termination of Seniority.

City employment seniority shall be terminated when an employee:

- A. resigns;

- B. is discharged for just cause;
- C. is laid off for more than twenty-four (24) consecutive months;
- D. is absent without leave for fourteen (14) consecutive working days; or
- E. fails to report for work within ten (10) consecutive working days from the date on which the City sends the employee notice by certified mail that he has been recalled from layoff.

When permitted by law, City employment seniority shall be suspended for unpaid non-FMLA leaves of absence in excess of sixty (60) calendar days.

Section 5. Employee Contact Information.

Employees are obligated to keep the City apprised of their current address and current telephone number. The City will provide the Union, upon request, with a list of all employees in the bargaining unit listing name, job classification, date of hire, and date of classification.

ARTICLE XIII

BID PROCEDURE

Section 1. Posting Procedures.

Whenever Management determines there is a vacancy in a classification within the bargaining unit, the City shall post a bid notice within the Division where the vacancy exists.

- A. The bid notice shall contain: the classification, job description, minimum qualifications as determined by Civil Service, shift and salary or pay band.
- B. The bid notice shall be posted for five (5) consecutive working days.
- C. Employees who meet the minimum qualifications may fill out job bidding forms, with a copy provided to the employee.
- D. Five (5) days thereafter a notice shall be posted stating who, if anyone, has been awarded the position.

Section 2. Posting in Other Divisions.

At the discretion of the Appointing Authority the bid notice may be posted in other Divisions within the Department. However, under no circumstances shall an Appointing Authority be required to award a bid to an employee from another Division. Bid notices posted in Divisions other than the Division which has the vacancy shall be labeled as Courtesy Bid Notices.

Section 3. Vacancies Subject to Posting.

A. Vacancies Filled by Job Classification Seniority.

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

1. A vacancy in a work location to be filled by an employee from another work location in the same classification.
2. A vacancy on a shift to be filled by an employee from a different shift and/or from another work location in the same classification.

These types of vacancies shall be awarded to the employee with the most job classification seniority; provided he has the ability to perform the work involved. The City reserves the right under special circumstances to choose the most qualified employee.

B. Vacancies Filled by Employment Seniority.

If there is not a Civil Service eligibility list, no Civil Service exam pending, or there has been no reassignment and a vacancy is determined to exist by management, a bid notice shall be posted as set forth above and shall be filled as follows:

1. A vacancy in a classification within the bargaining unit to be filled by an employee holding another classification within the bargaining unit.

These types of positions will be awarded to the most qualified employee with the most employment seniority. If, as the result of this award, the change in position classification results in a promotion, the affected employee shall receive the applicable higher rate of pay or the fixed rate of pay for such classification, but in no event shall he suffer a reduction in wage.

Section 4. Filling Bidding Employee's Former Position.

When an employee has been awarded a position in accordance with the above procedure, that employee's previous position shall not be considered a vacancy, although an Appointing Authority may post a bid notice for that position if he/she deems it appropriate.

ARTICLE XIV

LAYOFFS AND RECALLS

Section 1. Layoff Procedures.

A. Order of Layoff.

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:

1. Part-time employees; except interns who earn academic credit as a result of City employment for a definite time limited;
2. Seasonal employees;
3. Full-time employees.

B. Notice of Layoff.

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.

C. Vacation Pay.

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.

D. Reassignment to Avoid Layoff.

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

Section 2. Recall Procedures.

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 notice to the employee by certified mail to his last known address (as shown on the City's records). A laid-off employee will be recalled to his legal position with full rights in the event that this position becomes available within two (2) years after his layoff date. However, an employee who is recalled to the same classification, but who refuses the job, shall be removed from the layoff list and shall forfeit all seniority rights, including recall rights.

ARTICLE XV

LEAVES OF ABSENCE

Section 1. General Leave.

A. Application/Granting Procedures.

All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms to be provided by the City.

B. Early Return.

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.

C. Assignment After Return.

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.

D. Improper Use.

If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave, direct the employee to return to work, and/or discharge the employee.

E. 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 under Article XI and/or may be disciplined up to and including discharge.

F. Excuse from Working on Holiday.

When a paid holiday falls between Monday and Friday inclusive and Saturday is considered a scheduled regular working day due to the nature of the work performed, those employees required to work, if unable to report to work, shall notify the appropriate personnel and will be granted an excused absence for that day. Failure to report an absence within the prescribed time will be considered as A.W.O.L.

G. Saturday After Holiday.

Refer to Article XXI, (Holidays) for Saturday after a holiday.

Section 2. 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 or fifteen (15) work days per year. Unused paid sick leave has been cumulative in accordance with the provisions of the Memorandum of October, 1972, and sick leave shall continue to accumulate without limitations.

A. Reasons.

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

B. Probationary Period.

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

C. Notice of Absence; Crew Assignment.

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 designated by the City is notified of the sickness no later than the employee's scheduled starting time on the first day of the absence on account of sickness. Absences not reported as stated above may be excused by his employer if the Appointing Authority or his designee determine that there were unusual circumstances which were beyond the employee's control. An employee is required to call in on each day off or notify the City of the duration of his absence. Employees who are assigned to work on a crew cannot use sick leave in less than full-day increments without prior approval from the Appointing Authority.

D. Certification.

1. 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 or after any illness requiring hospitalization. The certificates must include: re-employment date, work capable of being performed, all restrictions. An employee may be required to bring in a doctor's certificate for any sickness beyond three (3) days if so notified by supervision.

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

E. Pay for Unused Sick Leave.

Upon retirement or death, an employee, or his legal representative, shall have the right to convert his accumulated paid sick leave into cash at the rate of one (1) day's pay

for each three (3) days of unused accumulated paid sick leave. The pay rate used shall be the same three (3) years average as used under "P.E.R.S."

F. Annual Statement.

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. Work-Related Injuries.

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.

H. FMLA Coverage.

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.

I. Injury Pay Policy.

The parties agree that the City has established an Injury Pay policy and procedure.

The policy will be available to the Union or to bargaining unit employees upon request.

Section 3. Voluntary Sick Leave

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 must not be on the absence abuse list. The following conditions shall apply:

A. Maximum Contribution.

An employee may contribute up to a maximum of forty (40) hours within a calendar year of his accumulated paid sick leave but must retain at least one hundred

(100) hours of accumulated leave after any contribution. The employee so contributing his paid sick leave shall have such contributed time deducted from his accumulated sick leave balance.

B. Written Agreement.

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. Cancellation.

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. FMLA Coverage.

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 the City's sick leave and leave of absence policies.

E. Ineligibility.

Employees who are on the City's absence abuse list under the City's Attendance Policy shall not be eligible to receive any sick leave contributions.

F. "Selling" Sick Leave.

Any employee determined to have "sold" or purchased sick leave to another employee shall be discharged.

Section 4. 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 in loco parentis to the employee, mother-in-law, father-in-law, child, brother, or sister as follows:

- A. If the funeral is within the State of Ohio - five (5) working days.
- B. If the funeral is outside of the State of Ohio - seven (7) working days.
- C. To be eligible for Funeral Leave, an employee must provide proof of attendance at the funeral to the City and must attend the funeral, and the failure to do so, or a misrepresentation of facts related to a Funeral Leave, shall be proper cause for disciplinary action (including forfeiture of pay).

Falsification of funeral leave can lead to discipline up to and including discharge.

Section 5. Sick Leave Without Pay of Medical Leave of Absence.

After an employee has exhausted his sick leave with pay, he shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury upon request, and supported by medical evidence satisfactory to the City, if the employee has reported such illness or injury to his Department head or immediate supervisor by no later than the first day of absence. If the illness or injury continues beyond six (6) months, the City may grant additional sick leave under this provision upon request. An employee on sick leave is expected to keep the City informed on the progress of his illness or injury. Any employee who has been on medical leave may be required to submit to and pass a physical examination before being permitted to return to work.

Section 6. Military Leave.

A. Restoration After Extended Leave.

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

B. Military 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 the law and the provisions as set forth herein.

C. 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 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.

D. Extended Military Leave Pay.

Any non-probationary employee who is entitled to the leave as defined 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:

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

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

E. 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.

Section 7. Educational Leave.

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

Section 8. 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.

Section 9. Union Leave.

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

A. Notice.

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 days prior to the date of such leave.

B. Duration.

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

C. Approval.

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

D. Full-Time Union Office.

Employees elected to a full-time Union office shall be granted a leave of absence without pay for the full-term of such office.

Section 10. Jury Duty/Subpoenaed Witness.

A. Paid 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:

1. An employee must present verification of his call to jury duty or witness duty;
2. If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature and;
3. 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.
4. 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 30 shall apply.

B. Unpaid/Vacation Leave.

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:

1. Documentation is provided either in the form of a subpoena or a letter from a participating attorney; and,
2. 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 XVI

ASSIGNMENT OF WORK - TEMPORARY TRANSFER

All employees shall be required to perform any and all temporarily assigned duties, regardless of their usual or customary duties or job assignment.

Section 1. Duration and Reasons.

A temporary transfer shall not exceed thirty (30) working days — (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, or (4) to meet an emergency situation.

Section 2. Compensation.

When an employee is temporarily transferred to another job classification, he shall receive his regular rate. However, if the rate of pay for such other classification is higher than his regular rate, he shall receive an adjustment in pay within his own classification commensurate with the work he is doing in the other classification.

Section 3. Notice.

An employee shall be given a written notice of said transfer if the work assignment exceeds eight (8) hours.

Section 4. Posting Requirement.

If the assignment exceeds thirty (30) days, said opening shall be posted and filled.

Section 5. Reassignment Upon Loss of CDL.

- A. Whenever an employee loses his/her commercial driver's license he/she shall, if qualified, be placed in another position that does not require operation of equipment and shall be paid at the rate of the position. If more than one qualified position is available, the highest paying position shall be assigned to the driver.
- B. If a valid State of Ohio commercial driver's license is a requirement for the position and there is a reassignment to alternative duties that do not require a commercial driver's license, that non-driving position shall not exceed ninety (90) calendar days. Failure to comply with this requirement could result in employee being discharged.

ARTICLE XVII

JOB EVALUATION AND CLASSIFICATION

Section 1. Non-Grievability.

Job evaluation, job descriptions, and/or job classifications shall not be subject to the provisions of the Grievance Procedure. Provided, however, that the City recognizes the right of a regular full-time employee to appeal any disciplinary action based upon failure to meet the required standard of job performance through the Grievance Procedure.

Section 2. Notice of Classification Name Change.

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.

Section 3. New Classification Procedures.

A. Notice.

In the event a new classification is established by the City which is related to an existing classification in the bargaining unit, the City will promptly notify the Union prior to placing the classification into effect.

B. Meeting Requirement.

The parties agree to meet within seven (7) days of the notice to mutually agree upon whether the new classification is to be included in the bargaining unit.

C. Grievances.

If the parties are unable to agree, the Union may file a grievance at Step 4 of the Grievance Procedure, provided that if more than one Union is claiming the classification, the arbitration hearing shall include, as parties, all such Unions wishing to represent such classification; and provided further, that if there is a state or local law which governs such representation matters, that law and procedure shall control.

Section 4. Training.

The parties agree to continue discussions after ratification of this Agreement through a Labor Management Committee (LMC) on training for all bargaining unit employees.

ARTICLE XVIII

OVERTIME

Section 1. Assignment Procedures.

A. Necessity.

The City shall be the sole judge of the necessity for overtime.

B. Voluntary Overtime.

Normal overtime shall be voluntary and an employee shall have the right to refuse an overtime assignment.

C. Mandatory Overtime.

The need for overtime created as a result of an emergency situation is considered mandatory. An emergency can be declared by the Division, the Department, or the City. For purposes of this provision, an emergency is defined as an impairment to City services or operations which cannot be delayed until the beginning of the next regular work day. If an adequate number of the employees have not volunteered to work in an emergency situation, the City shall require those employees with the lowest seniority to fill the number of vacancies to accomplish the said tasks.

D. Priority of Assignment Requests.

The City must ask bargaining unit members first when an overtime situation presents itself for work within one of their classifications. When this procedure has been exhausted, assuming it is of a non-emergency nature, the City may ask other employees to perform the required assignments. A steward shall be present, on a rotation basis, when three (3) or more members are working in an overtime situation. In the event of holdover or contiguous overtime, if a crew's unit leader or supervisor determines that the Local 244 bargaining unit employee is needed to complete a job, that bargaining unit

member assigned to the crew or assignment shall have first option of working the required overtime hours. If the Local 244 bargaining unit member individually decides to forego that specific overtime opportunity, the City will then have the right to use a non-bargaining unit employee, who is a member of the crew present at the work site and who is qualified to perform the work required, to work the overtime hours necessary to finish the requisite work.

E. Overtime Rotation.

1. The City shall rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The City agrees to maintain overtime rosters on a quarterly basis which shall be made available to the employees and steward upon request. Said rosters shall include a list of overtime hours worked, refused, negative contact, and total hours of overtime offered.
2. An employee who is offered and refused an overtime assignment shall be credited on the roster with the amount of overtime refused. Overtime shall be offered on the basis of overtime hours accrued for that calendar year, starting on January 1.
3. Where the situation arises where two or more members have accrued the same amount of overtime hours in the classification, seniority shall be the deciding factor, starting with the most senior employee in the classification and then proceeding down the list.

4. Employees entering a Division at any time during a calendar year shall be credited with the highest amount of overtime of any employee in the division.
5. When the City is unable to contact an employee due to the employee's failure to respond to an attempted communication, the employee shall be credited on the roster with the amount of overtime offered. Upon request of the Union, the City will provide documentation of efforts to contact the employee.
6. Where the City has advance knowledge of its need for overtime, it will notify employees prior to the end of the shift of the need to work overtime.
7. Employees interested in working overtime must notify management of their willingness to work overtime on a semi-annual basis. Repeated refusals or non-response to requests for overtime assignments shall result in discipline and/or removal from the overtime list.

Section 2. Determining Schedules and Shifts.

The City shall retain the sole and exclusive right to determine weekly and daily work schedules and the number of shifts required.

Section 3. Weekly Overtime Compensation.

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.

Section 4. Daily Overtime Compensation.

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) in one (1) day.

Section 5. Working Holiday 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 on holidays.

Section 6. "Hours Worked" Defined.

Paid holiday hours and paid vacation hours shall be counted as hours worked for the purpose of computing overtime, unless Holiday or vacation hours are not part of the employee's regular work week. Paid sick leave hours will not count as hours worked for purposes of computing overtime.

Section 7. No Pyramiding.

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

Section 8. Show-Up Time.

The City and the Union agree to an allowance of two (2) hours of show-up time when called in on an emergency basis. Any employees reporting after this two (2) hour period will be denied work.

Section 9. Meeting to Establish Pay Adjustment for New Equipment.

- A. Any new equipment purchased within the past twelve (12) months before the execution of this agreement and until the expiration of this agreement that does not have an established wage rate, the City and the Union shall mutually agree to

meet for the sole purpose of establishing a new adjustment of pay for all new equipment. Both parties shall mutually agree on a date and time of the meeting.

- B. The City, the Business Representative(s), and the Steward from the affected division shall participate in the above described meeting.
- C. Employee representatives scheduled to attend the above described meeting during this working (hours) shall do so without the loss of applicable rate of pay.

Section 10. Hours of Work.

A. Normal Workweek.

The normal workweek 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. Before a change takes place, the City will consult with the Union.

B. Lunch Breaks.

All employees who work a regular workday shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Union.

C. Rest Breaks.

There shall be two (2) fifteen (15) minute rest periods on each shift of the workday. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift but they may not be scheduled immediately before or after the meal period or at the start or the end of the shift.

ARTICLE XIX

CALL-IN PAY

Section 1. Minimum Pay.

When an employee is called in to work at a time when he is not regularly scheduled to report for work, he/she shall receive a minimum of four (4) hours of pay at his applicable rate of pay.

Section 2. "On Call" Responses.

Whenever, at management's discretion, an employee is required to be "on-call" to report to work during non-scheduled hours according to a rotation as determined by the City, any employee who fails to promptly (within twenty (20) minutes) respond to an "on call" request to report may be subject to appropriate progressive discipline.

ARTICLE XX

LONGEVITY

Section 1. Calculation.

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.

Section 2. Eligibility.

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 3. Longevity Pay.

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

Years of Service

5 years	\$300.00
10 years	\$475.00
15 years	\$575.00
20 years	\$700.00
25 years	\$800.00

ARTICLE XXI

SHIFT SCHEDULING

Section 1. Shift Premium.

- A. Shift premium for employees on the second, third and rotating shifts will be thirty-five cents (\$.35).
- B. For those bargaining unit employees on the normal eight (8) hour day, five (5) day per week work week, shifts are defined as follows:
 - 1st Shift: An employee for whom the majority of his normal hours of work fall after 7:30 a.m. and before 3:00 p.m.
 - 2nd Shift: An employee for whom the majority of his normal hours of work fall after 3:00 p.m. and before 12:30 a.m. receives a shift premium of thirty-five cents (\$.35) per hour.
 - 3rd Shift: An employee for whom the majority of his normal hours of work fall between 12:30 a.m. and 7:30 a.m. receives shift premium of thirty-five cents (\$.35) per hour.
- C. Employees equally rotating between all three (3) shifts shall receive thirty-five cents (\$.35) per hour. All shift premiums are paid on a straight-time basis only.

Section 2. Staggered Work Week, Flexible Work Week, and Rotating Work Week.

Any employee who volunteers for or is assigned to a staggered work week, a flexible work week or a rotating work week, which includes a schedule of working on Saturday and/or Sunday shall receive a thirty-five cent (\$.35) per hour premium in addition to his/her regular rate of pay, for all hours worked within such a schedule. Management shall retain the right to assign the starting times, quitting times, hours of work, and work days of any and all schedules.

Section 3. Shift Adjustment.

If an employee has been receiving a shift adjustment and is either off-paid sick, on vacation, or celebrating a holiday, he shall continue to receive this adjustment.

Section 4. Plus Adjustments.

Employees receiving a higher rate of pay (plus adjustment) in affected divisions at the time they report off sick shall continue to receive the higher rate of pay until their return to work.

ARTICLE XXII

HOLIDAYS

Section 1. Paid Holidays.

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

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

Section 2. Floating Holidays.

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

Section 3. Entitlement to Holiday Pay.

To be entitled to Holiday pay, an employee must work the entire last regular work day before the holiday and the entire first regular work day after the holiday or be on vacation or

personal days approved in advance of his last regular work day before and the first regular work day after the Holiday. An employee may receive holiday pay when using sick leave with management approval and appropriate medical documentation.

Section 4. Weekend 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 for those employees who do not benefit from such holidays because Saturday is not a regular working day.

ARTICLE XXIII

VACATIONS

Section 1. Vacation Schedule.

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 by December 31st of the previous year, as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
After 1 year	10 days
After 8 years	15 days
After 12 years	20 days
After 22 years	25 days

Section 2. Administration and Eligibility.

The administration of vacations (including eligibility requirements) shall be in accordance with the following rules and regulations established by the Office of Personnel Administration and the Union:

A. New Employees.

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

B. “Continuous Employment” Defined.

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. Re-Employment.

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

D. Recall from Layoff.

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

E. Leave of Absence.

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

F. Transfers.

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. Extended Leave of Absence.

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: One (1) day per month, not to exceed ten (10) days; Eight (8) years, but less than twelve (12) years service — 1-1/2 days per month, not to exceed fifteen (15) days; Twelve (12) years, but less than twenty-two (22) years of service — 2 days per month, not to exceed twenty (20) days; Twenty-two (22) years' service — 2-1/2 days per month, not to exceed twenty-five (25) days.

H. Accrual and Use.

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. Use and Carryover.

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

J. Unused Vacation Time at End of Employment.

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

K. Unused Vacation Time Upon Death.

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. Vacation Pay During Military Service.

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. Use Following Military Service.

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

Section 3. Vacation on Holiday.

If a recognized holiday falls within the 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 4. Vacation Preference.

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 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 XXIV

INSURANCE

Section 1. Hospital/Surgical.

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. The Union agrees that its President will participate in a City-wide Management-Labor committee to examine the health coverage contracts in effect providing health benefits and to explore ways to reduce the costs of health benefits to the City and to consider alternative ways to provide the health benefits for City employees.

Section 2. Health Care Benefits.

A. The City shall provide the health insurance plan design attached to this Agreement as Addendum XV.

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

(1) Effective October 1, 2011, employees shall contribute the following amounts for single and family coverage:

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

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

(3) For all mental, nervous and substance abuse treatment, in-patient and out-patient coverage shall be that set forth as part of the healthcare insurance plan selected by the employee.

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

- (5) Health care coverage shall be that set forth in the Summary Plan Description for the plan selected by the employee.
- D. The City shall have the right to change insurance carriers provided the City first convenes a Health Care Committee in which all unions are given an opportunity to be represented. The City shall negotiate through the Health Care Committee over the change in carriers before implementing any changes in health care carriers.
- E. Health care deductions of one-half the above amounts shall be made the first (1st) two (2) pay periods of each month.
- F. 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.
- G. The prescription program shall be that set forth as part of the health care insurance plan selected by the employee.

Section 3. Coverage After Employment.

Upon termination of employment for any reason (exception: gross misconduct), an employee shall have the option to maintain continuation coverage of the group health coverage at the group rates, as provided by federal law.

Section 4. Life Insurance.

- A. All regular full-time employees (except employees excluded by Ordinance) and who have completed ninety (90) days' continuous service with the City will be provided with \$15,000 of Group Term Life Insurance.
- B. An employee, upon retirement, can convert this coverage under the terms of the carrier. An employee placed on disability retirement can have his premiums waived (paid up) upon review by the carrier.

Section 5. Dental Insurance.

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

Section 6. Vision Insurance.

The City shall implement a vision insurance plan for employees effective upon ratification.

ARTICLE XXV

PAY DAY

Section 1. Pay Schedule.

Employees will be paid every other week (bi-weekly) on a day scheduled by the City. It shall be the responsibility of the appropriate Supervisor and/or Timekeeper to notify employees of their regular scheduled pay day.

Section 2. Pay Methods.

At their option, employees may be paid either by hand delivery (being issued the pay check at the work site) during their work shift, by direct mail, or direct deposit or payroll debit card.

Section 3. Delivery of Paychecks.

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

Section 4. Cashing Paychecks.

City time is not to be used for cashing paychecks.

Section 5. Paycheck Errors.

The City will process any significant pay check error within six (6) working days, if possible.

ARTICLE XXVI

DISCIPLINE

Section 1. Discipline Policy.

The parties agree that the City has a Disciplinary policy allowing it to discharge employees for serious misconduct included, but not limited to: (a) Theft of City property; (b) Conviction of an offense involving the sale of drugs; and (c) For employees regularly scheduled to drive a City vehicle, two (2) DUI convictions within a two-year period.

Section 2. Pre-Discipline 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 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.

Section 3. Notice of Accident Review.

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.

Section 4. Discipline Deadline.

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).

Section 5. Right to Union Representative.

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 Officer.

Section 6. Discipline Documentation.

Both the employee and the Union Officer 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.

Section 7. 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 8. Reporting DUI/Drug Convictions.

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

ARTICLE XXVII
GRIEVANCE PROCEDURE

Section 1. Purpose.

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.

Section 2. "Grievance" Defined.

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.

Section 3. Contents of Grievance.

The grievance form shall set forth the complete details of the grievance, i.e., the facts upon which it is based, the paragraph(s) allegedly being violated, the approximate time of occurrence and the relief or remedy requested. It is understood that a written grievance may be amended by the Union at any time during the Grievance Procedure. However, all amendments must be presented prior to the start of the Step Three (3) meeting at which the amended grievance is to be heard, except in the case of grievances which begin at Step 3, in which case all amendments must be presented not later than thirty (30) calendar days prior to arbitration.

Section 4. Expedited Discharge/Wage Rates Grievances.

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).

Section 5. Grievance Steps.

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 Officer 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 Officer. 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 Local Union Officer. 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 Officer.

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

Step 4: If the grievance is not satisfactorily settled at Step Three (3), the Union may, within thirty (30) calendar days in the case of grievances appealing an employee discharge, and within thirty (30) working days in the case of all other grievances, submit the matter to final and binding arbitration. The Union shall notify the City of its intent to arbitrate the grievance. Within ten (10) calendar days thereafter, the parties shall meet and attempt to mutually agree upon an arbitrator. If no agreement can be reached, the Union shall within ten (10)

calendar days after the meeting, notify the Federal Mediation and Conciliation Service (FMCS) and the City at the same time of its intent to arbitrate the grievance. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employee, his Union representative, and any necessary witness(es) shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding. The Union will provide the City with twenty-four (24) hours' advance notice of employees required to testify.

Section 6. Expedited Arbitration for Discharges/Suspensions.

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.

Section 7. Authority of Arbitrator.

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 8. Determination of Arbitrability.

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.

Section 9. Final and Binding Effect of Arbitrations/Settlements.

All decisions of arbitrators 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.

Section 10. Timeliness.

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.

ARTICLE XXVIII

MILEAGE

All regular full-time employees required by their classification to use their car and authorized in the performance of their duties for the City shall be reimbursed only for such actual mileage at the IRS mileage rate.

ARTICLE XXIX

PARKING TICKETS AND MOVING VIOLATIONS

Employees who fail to pay moving violation fines and/or parking tickets/fines received on City vehicles after the ratification of this collective bargaining agreement will authorize the

City to deduct the amount of the fines from their pay once the administrative process, if applicable, has been exhausted.

ARTICLE XXX

WAGES

Effective April 1, 2012, there shall be a three percent (3%) wage increase which shall be added to all rates of classifications.

<u>CLASSIFICATION</u>	<u>4/1/11</u>	<u>4/1/12</u>
	<u>(0%)</u>	<u>(3%)</u>
Concrete Mixer Driver	22.77	23.45
Truck Driver	19.21	19.79
Street Carry-All Driver	23.88	24.60
Tanker Driver	23.88	24.60
Street Equipment Maint. Spec.	23.88	24.60
Street Equipment Maint.	24.81	25.55
Leader (working)		
Waste Collection Driver	18.94	19.51
Tow Truck Driver	18.15	18.69
Airport Maintenance Man	18.35	18.90
Animal Control Officer	16.96	17.47
Hostler	15.05	15.50
Ground Maintenance Driver I	23.88	24.60
Ground Maintenance Driver II	18.96	19.53
Traffic Controller	14.95	15.40
Parking Enforcement Officer	14.95	15.40

Wage increases shall be effective: (a) During the pay period in which April 1st falls if April 1st falls in the first week of a pay period; or (b) During the pay period following the pay period in which April 1st falls if April 1st falls in the second week of a pay period.

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. An employee with an employee status of “Unpaid Leave,” “Suspended” or “Layoff” is entitled to any retroactive wage payments and negotiated wage increases upon return to “Active” employee status, except that employees on approved, paid or unpaid leave permitted by federal or state law are eligible for retroactive wage payments and negotiated wage increases.

ARTICLE XXXI

TERM OF AGREEMENT

Section 1. Complete Agreement/Waiver of Negotiations.

This Agreement represents a complete and final understanding on all bargainable subjects between the City and the Union. The City and the Union acknowledge that they have had every opportunity to submit proposals and bargain over all negotiable subjects and, therefore, the Union hereby expressly waives any right to bargain over all subjects (including management rights) covered by this Agreement during its term.

Section 2. Effective/Expiration Dates.

This Agreement will not be implemented until after the results of the representation election between Teamsters Local 244 and the Municipal Construction Equipment Operators’ Labor Counsel, SERB Case No. 08-REP-11-0182 have been certified by the State Employment Relations Board and the Union is the prevailing party. Upon satisfaction of the foregoing conditions, this Agreement shall be effective as of April 1, 2011, and shall remain in full force and effect through March 31, 2013. This Agreement (including any and all exhibits, riders and attached letters) supersedes all prior agreements (including any and all exhibits, riders and attached letters) and also supersedes all past practices. In addition, this Agreement supersedes

state law on all subjects and matters covered by this Agreement to the extent permitted by Chapter 4117 Ohio Revised Code.

ARTICLE XXXII

CONFORMITY TO LAW

Section 1. Subject to Law.

This Contract shall be subject to and subordinated to any present and future Federal, State and Local laws along with any applicable Rules and Regulations, and the invalidity of any provisions of this Contract, by reason of any such existing or future law or rule or regulation, shall not effect the validity of the surviving portions.

Section 2. Severability.

If the enactment of legislation, or a determination by a court of final and competent jurisdiction renders any portion of this Contract invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Contract, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE XXXIII

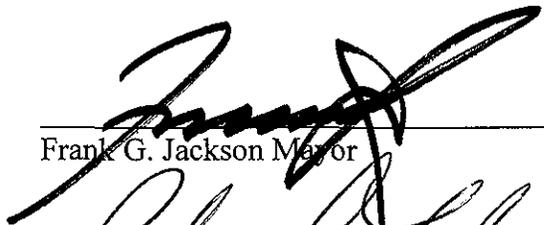
VOLUNTARY DISPUTE SETTLEMENT PROCEDURE

The parties agree that upon expiration of this Agreement the dispute resolution procedure found in Ohio Revised Code § 4117.14 shall apply.

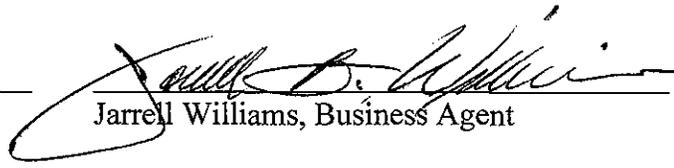
IN WITNESS THEREOF, the parties have caused this Agreement to be executed by the
duly authorized representatives this ____ day of _____, 2012.

CITY OF CLEVELAND

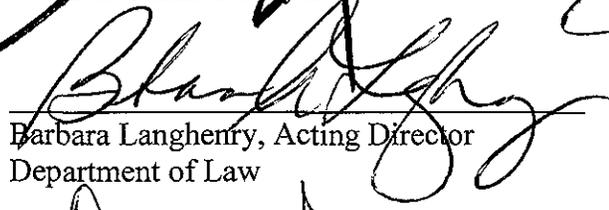
**CITY, COUNTY AND WASTE PAPER
DRIVERS UNION, LOCAL NO. 244**



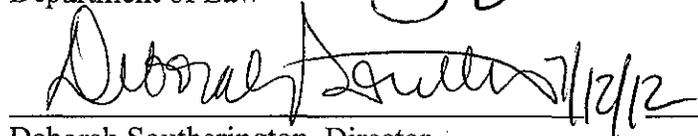
Frank G. Jackson Mayor



Jarrell Williams, Business Agent



Barbara Langhenry, Acting Director
Department of Law

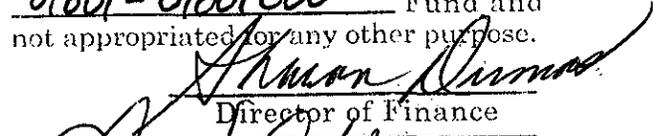


Deborah Southerington, Director
Department of Human Resources

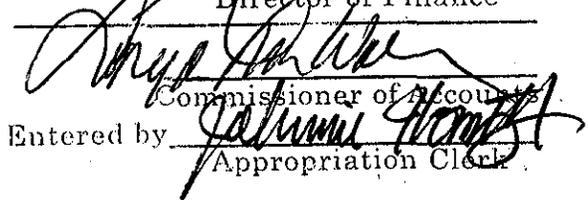
Nycole West, Labor Relations Manager
Department of Human Resources

The sum of 0.00
_____ Dollars

required for this Contract was on
8/27/12, and is at this
date in the City Treasury or in process
of collection, to the credit of
01001 - 01001.000 Fund and
not appropriated for any other purpose.



Director of Finance



Commissioner of Accounts

Entered by 

Appropriation Clerk

ADDENDUM – I

DIFFERENTIAL ADDENDUM

1. **Fixed Amounts.** Any cents per hour differentials that are given to the employee for driving a certain piece of equipment shall be maintained at this fixed amount.

2. **Plus Adjustment Committee.** Within thirty (30) days after ratification of this Agreement, the parties shall establish a joint committee, consisting of an equal number of representatives for each party, to analyze and calculate appropriate methods for replacing the current system of plus adjustment compensation by increasing the base hourly wage rates of affected employees. Such methods of replacement must be constructed to provide, to the extent reasonably practicable, that the overall compensation of employees, based upon a two (2) calendar year period immediately preceding implementation of such replacement, shall not be reduced or increased. The joint committee shall meet once per month, or more or less frequently as mutually agreed, to conduct its activities. The joint committee shall issue a report of its findings and recommendations no later than the start of negotiations for a new agreement. The parties are not bound to accept the recommendations of the joint committee, but are free to adopt these recommendations, either jointly or as a proposal for a new agreement.

ADDENDUM – II

UNIFORMS

All uniform allowance/maintenance payments shall be made on or about March 1 of each calendar year. Uniform allowance/maintenance payments for employees hired after March 1 shall be made on a pro-rata basis.

ADDENDUM – III

HOSTLERS

1. **Uniform/Maintenance Allowance.** The City shall pay all Truck Drivers and Hostlers an annual uniform and maintenance allowance of \$300.00 to be paid March 1st of each year. Employees must use this money to purchase clothing as specified by management.

2. **Required Attire.** Employees provided uniforms or uniform allowance and/or appropriate safety gear must report to work in said attire.

3. **Compensatory Time.** The City agrees to pay compensatory time at the rate of time and one half (1 ½) the regular hourly rate. All compensatory time must be used no later than one hundred eighty (180) days from the date it was earned. All compensatory time remaining after one hundred eighty (180) days will be paid in cash in the next pay period. Compensatory time shall be taken with the mutual consent of both the employee and his/her supervisor or, if the effected employee retains the maximum amount of time as prescribed by the Fair Labor Standards Act, which is two hundred forty (240) hours.

ADDENDUM – IV

ANIMAL CONTROL OFFICER

1. **Stiff Snares.** The City will make arrangements to provide modern style stiff snares.
2. **Uniform/Maintenance Allowances.** The City shall pay a uniform allowance in the amount of \$250.00 and a uniform maintenance allowance of \$350.00 to be paid March 1st of each year. Employees must use this money to purchase clothing as specified by management.
3. **Vaccines/Testing.** All Animal Control Officers shall be offered animal Hepatitis B vaccine, a flu shot, and T.B. testing.
4. **Protective Arm Pads.** The City shall provide protective arm pads for situations that warrant the dog wardens to capture dangerous or vicious dogs.
5. **Pepper Mace.** Each dog warden shall be provided pepper mace for his/her protection against vicious dogs in situations that would warrant its use.
6. **Scope Batons.** All Animal Control Officers shall receive scope batons.

ADDENDUM – V

BRIDGES AND DOCKS

1. **Maintenance Allowance.** The City agrees to provide a maintenance allowance of \$100.00. The amount of the maintenance allowance will be determined by the division.

2. **Plus Adjustments.** The City will provide the following plus adjustments for operating certain equipment as follows:

- \$1.00 per hour for driving a Back Hoe
- \$1.00 per hour for driving a Sweeper
- \$1.00 per hour for operating a Trackless
- \$.75 per hour for driving a Tandem Truck
- \$1.00 per hour for driving a Tandem Truck (Water)

3. **Uniform Allowance for Truck Drivers.** All truck drivers working in Bridges and Docks shall receive an annual uniform allowance in the amount of \$300.00.

ADDENDUM – VI

PARKING ENFORCEMENT OFFICERS

1. **Uniform/Maintenance Allowances.** The City will provide uniforms for the first year of employment. Therefore, the City shall provide an annual uniform allowance of \$250.00 and a Uniform Maintenance Allowance of \$175.00. The above shall be paid by voucher.

2. **Transportation.** The City agrees to provide transportation to outlying locations.

3. **Rotational Assignments.** Parking enforcement officers may be allowed rotational assignments inside for a period of thirty (30) minutes when an extreme weather emergency exists as defined by the National Weather Service. Rotational assignments inside shall not be unduly restricted during an extreme weather emergency.

ADDENDUM – VII

PARKS

1. **Clothing/Maintenance Allowances.** The City will provide a Clothing Allowance in the amount of \$250.00 annually. The City will provide a Clothing Maintenance Allowance of \$200.00 per year.

2. **Safety Boots.** Beginning March 1, 2009, the City shall provide employees in the Division of Parks and Recreation whose regular responsibilities primarily involve operating motor vehicles and who need a Commercial Driver’s License as a condition of performing such responsibilities with a \$100.00 voucher to purchase safety boots.

3. **Plus Adjustments.** The City shall provide plus adjustments for operating certain equipment as follows:

- \$.75 per hour for Tandem Truck
- \$.75 per hour for Tractor
- \$.75 per hour for Log Truck
- \$.75 per hour for Stump Cutter
- \$.75 per hour for Brush Clipper
- \$.75 per hour for Stage Raker
- \$3.80 per hour for Stage Truck
- \$1.00 per hour for Vac All
- \$1.00 per hour for Sweeper

ADDENDUM – VIII

TRAFFIC CONTROLLERS

1. **Access to Stress Unit.** Traffic Controllers shall have access to the Safety Department stress unit if the EAP program cannot provide the proper type of treatment or counseling.

2. **Uniform/Maintenance Allowances.** A Uniform Allowance of \$250.00 per year. A Uniform Maintenance Allowance of \$350.00 per year.

3. **Traffic Controllers.** Traffic Controllers may be allowed rotational assignments inside for a period of thirty (30) minutes when an extreme weather emergency exists as defined by the National Weather Service. Rotational assignments inside shall not be unduly restricted during extreme weather emergency.

4. **Compensatory Time.**

A. The City agrees to pay Compensatory Time at the rate of 1.5 or time and one-half their regular hourly rate. All compensatory time must be used no later than 180 days from the date it was earned. All compensatory time remaining after 180 days shall be paid in cash the next pay period.

B. Compensatory time shall be taken with mutual consent of both employees and his/her supervisor, or, if the affected employee attains the maximum amount as prescribed by the Fair Labor Standards Act, which is 240 hours.

5. **Safety and Communications.** Walkie Talkies shall be provided for use by Traffic Controllers when on foot patrol.

6. Hazardous Duty Pay.

A. All Traffic Controllers that are struck by a vehicle while performing the duty of Traffic Controller, where an injury is sustained, shall be provided with hazardous duty pay for a period of six (6) weeks.

B. The injured person shall provide a medical report verifying the need for such time as claimed for this pay.

C. In the event that a civil suit is brought against the driver of such vehicle, the City shall be subrogated to any recovery to the extent that it has paid hazardous duty pay.

ADDENDUM – IX

WASTE COLLECTION

1. **Uniform/Maintenance Allowances.** The City shall provide all Waste Collection Drivers in the Waste Collection Department an annual uniform allowance in the amount of \$300.00 and an annual uniform maintenance allowance of \$100.00.

- (a) Maintenance or repair of uniforms is the responsibility of the employee.
- (b) Wearing of uniforms is mandatory.

2. **Safety Show Allowance.** Two Pair Safety Shoes - the City shall provide employees with a \$100.00 voucher to purchase safety shoes.

3. **Plus Adjustments.** Employees operating the special Equipment listed below shall receive the following plus adjustments:

Roll Off	\$1.00 per hour
Boom Truck - S. Axle	\$1.00 per hour
Vac-all	\$1.00 per hour
Frnt. End Loader	\$1.00 per hour
Tandem	\$0.75 per hour
Dead Animal Collection	\$1.20 per hour
One-person trucks	\$1.25 per hour, retroactive to October 8, 2007

4. **Front-End Loader Truck Premium Rate.** Effective May 31, 1996, the premium rate for the front-end loader truck shall be equal to that of the roll-off truck.

ADDENDUM – X

AIRPORT

The following has been agreed to in the Division of Airports (Burke and Hopkins) with respect to our Airport Maintenance Men:

1. **Overtime.** Overtime shall continue to be offered based upon operational needs.
2. **Prevailing Rate Work.** All work performed on the following pieces of equipment shall have a pay structure of 70% of prevailing rate maximum (Formula: 70% of Prevailing Rate Maximum minus (-) current rate of pay). Employees assigned to operate any of the equipment listed shall receive a minimum of four (4) hours pay when operating the equipment listed and hour for hour thereafter. No time and one-half rate shall apply when an employee is operating this equipment. No supervisor shall perform work in this area unless there is not an adequate number of qualified and available Airport Maintenance Men:

Asphalt Tamper	Brick Layer
Asphalt Raker	Cement Finisher
Asphalt Box Operator	Jackhammer
Front and End Loaders	Backhoe
Graders	Trencher
Roller	Dozer
Tanker	

Employees who are being trained on the equipment listed will not receive premium pay.

Employees operating the Air Hammer when used to pound in the snow fence will not be eligible for premium time.

3. **Plus Adjustments.**

A. Maintenance men shall receive an additional sixty cents (\$.60) per hour when driving snow removal equipment, packer, tow truck, runway/streetbroom, asphalt truck, and AP-type vehicles.

B. They shall receive an additional dollar (\$1.00) per hour when operating a double axle piece of equipment. If the work lasts four (4) hours or more, after four (4)

hours they shall be paid for hour for hour thereafter. Overtime assignments are made as the situation dictates. No supervisor shall perform this work unless an inadequate number of maintenance men are available.

C. Persons operating the MPV snow removal vehicles shall receive the \$1.00 per hour plus adjustment for persons who operate a double-axle piece of equipment. Persons performing this operation have been receiving this plus adjustment since the Winter of 2006-07.

D. The City and the Union shall meet solely to discuss new equipment being used by bargaining unit employees and what, if any, wage plus adjustment should be adopted.

E. Management will not discriminate and shall equally and fairly rotate personnel who are qualified to operate heavy equipment or perform tasks which pay premium rate. Management retains the right to test personnel when qualifications are in question. A steward shall be present.

4. **Clothing Maintenance Allowance.** The City will provide a clothing maintenance allowance in the amount of \$300.00 per year. The City has the option of furnishing uniforms in lieu of a clothing maintenance allowance.

5. **Uniform Allowance.** The City shall pay a uniform allowance in the amount of \$300.00 to be paid March 1st of each year. Employees must use this money to purchase clothing as specified by management. The City has the option of furnishing uniforms in lieu of a uniform allowance.

6. **Trades Work Premiums.** A maintenance man who does routine maintenance involving plumbing fixtures, sheet metal fixtures, and roofing shall receive \$4.00 per hour premium. For an individual to qualify for carpenter-work pay he shall be designated by and

assist the carpenter in his work and shall receive \$3.00 per premium. The Lathe work shall be an additional \$3.00 per hour. Employees will be paid a minimum of two (2) hours, and hour for hour thereafter.

Employees who are being trained will not receive rate during training period.

7. **Winter Season.** It is understood between the parties that during the winter season December 1 through May 1, an emergency period exists. In the event that the Meteorological Department at Cleveland Hopkins Airport forecasts the temperature to reach 55° or higher forty-eight (48) hours prior to any of the following holidays: Christmas Day, New Year's Day, Martin Luther King Day, President's Day and Good Friday, it is agreed that the City shall offer the day off to the regular scheduled employees, according to seniority and on a rotating basis. A twenty-four (24) hour advance notice will be given to the employee(s) affected by this clause. However, if the forecast changes and the temperature falls below 55°, the days off will be canceled. Also, if a snow removal operation is currently in effect, the days to be given off shall be canceled.

The provisions set forth in Article XVII and in Article XXI shall be applicable to the affected employees.

8. **Ohio CDL Requirement.** Employees will be required to maintain a "valid" State of Ohio Driver's License in order to comply with the requirements of their position. Failure to comply with this requirement will result in reassignment to alternative duties that do not require operation of equipment, if employee is qualified and a position is available for a period no longer than 90 calendar days. Failure to comply with this requirement could result in employee being discharged.

ADDENDUM - XI

DEPARTMENT OF PUBLIC UTILITIES

1. Plus Adjustment Rates.

- Rate #0 Tanker Truck Driver
- Rate #1 For operation of any equipment, truck or vehicle not specifically listed in Rates 2, 3, and 4.
- Rate #2 Ninety cents (\$.90) per hour for operation of a side-o-matic or a truck with an operable hoist, and or for the towing of a backhoe with a dump truck. Ninety cents (\$.90) per hour plus adjustment for the operation of a tandem.
- Rate #3 Shall be the established rate for the operation of the Hydraulic Boom Truck.
- Rate #4 \$4.70 per hour for towing of large equipment with a low boy tractor trailer.

	2011	2012
	(0%)	(3.0%)
Rate #0: Tanker Driver	24.11	24.59
Rate #1: (Base Rate)	19.21	19.79
Rate #2: (+ \$.90)	20.11	20.69
Rate #3: Hydraulic Boom Truck	20.61	21.19
(+ \$1.40)		
Rate #4: (+ \$4.70)	23.91	24.49

2. Uniform and Maintenance Allowance.

A. The City will provide a \$310.00 annual Uniform Allowance and a \$200.00 annual Uniform Maintenance Allowance.

B. The City shall provide employees in the Department of Public Utilities whose regular responsibilities primarily involve driving trucks and who need a Commercial Driver's License as a condition of performing such responsibilities with a \$100.00 voucher to purchase safety boots.

C. Employees shall be required to wear said uniforms during all on-duty hours. All uniforms must be returned to the City upon severance from service.

Employees shall be required to reimburse the City for any and all uniforms which are lost and/or not returned.

3. Shift Premiums and Overtime.

A. The services of the Division of Water requires 24 hours per day, seven (7) days per week coverage and assignment. Therefore, any employee who volunteers for or is assigned to a staggered work week, a flexible work week or a rotating work week, which includes a schedule of working on Saturday and/or Sunday, shall receive a thirty-five cent (\$.35) per hour premium in addition to their regular rate of pay, for all hours worked within such a schedule. Management shall retain the right to assign the starting times, quitting times, hours of work, and work days of any and all schedules.

B. Any employee who volunteers for or is assigned to a four (4), ten (10) hour day rotating work week, shall receive thirty-five cents (\$.35) per hour premium, in addition to their regular rate of pay, for all hours worked within such a schedule in accordance with the above provision. However, the provisions set forth in Article XVII, Sections 3, 4 and 5 and the Article XXI herein shall not apply to employees working this type of schedule, and the following provisions shall be controlling:

1. Employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of ten (10) hours in one (1) day, during the twenty-four (24) hour period beginning with the start of his regularly scheduled shift. This provision shall also apply to employees called in to fill temporary vacancies on this schedule.

2. Employees scheduled to work on a holiday(s) as set forth in Article XXI shall not receive time and one-half (1-1/2) their regular rate of pay for working said Holiday. However, such employees will recognize said holiday(s)

on another day as designated by the City, and shall be paid time and one-half (1-1/2) for all hours worked on such designated holiday in accordance with all other applicable provisions of the Agreement and City Policy.

3. When an employee is being compensated at a higher rate of pay (plus adjustment) seventy-five percent (75%) of the time, he shall receive the higher rate of pay if he is on vacation, or reports off sick.

4. **Boom and Hydrant Truck Assistance.** Assistance shall be required on the Boom and Hydrant Truck when additional personnel permit. Assistance will not be unduly withheld.

ADDENDUM - XI(A)

UTILITIES

The City of Cleveland and Teamsters Local 244 agreed to the following provisions which became part of the Utilities Addendum expressed on pages 44 and 45 of the 1987-1989 contract.

1. **Back-Hoe Premium Pay.** Employees in the classification of Truck Driver who operate a back-hoe shall be paid 70% of the maximum rate as listed in the City Record for Construction Equipment Operator-Group C for all hours spent operating said back-hoe.

2. **Back-Hoe Proficiency/Assignment.** Employees who demonstrate proficiency operating a back-hoe would be assigned to those duties according to availability and seniority.

3. **Training.** Reasonable training will be provided to all Truck Drivers who request it at the convenience of the City.

4. **Supplemental Nature of Work.** The parties recognize that this agreement is meant to address operational efficiencies at work sites. This work is supplemental to the Truck Driver's primary responsibility and is not considered falling under Teamster's jurisdiction.

ADDENDUM – XII

STREETS

1. **Plus Adjustments.** Bargaining unit members shall receive a plus adjustment for entire day if a minimum of twenty-five percent (25%) of the day is spent on the affected specific equipment.

Slurry Driver	\$2.00 per hour.
Distributor	\$2.00 per hour.
Sweeper Driver	\$1.00 per hour.
Flusher Truck	\$.35 per hour.
Tandem Truck	\$.75 per hour.
Vac-All	\$1.00 per hour.
Guard Rail Truck	\$.75 per hour.

2.. **Clothing/Maintenance Allowances.** The City agrees to the provision of an annual Clothing & Maintenance Allowance - \$300.00 and a \$100.00 uniform maintenance allowance. Repair of uniforms is the responsibility of the employee. Wearing of uniforms is mandatory.

3. **Street Equipment Maintenance Specialist Tool Insurance.** The City agrees to provide a tool insurance for Street Equipment Maintenance Specialist. Members required to use their own tools shall receive a payment of \$240.00 per year on or before March 1 of each year for the purpose of carrying tool insurance.

4. **Safety Shoes Allowance.** The City shall provide employees with a \$100.00 voucher to purchase safety shoes.

5. **Premium Pay for Driving With Plow/Without Rider.** The past agreement of \$.20 premium pay for driving with the Plow shall be continued and effective regardless of whether the plow is up or down and the \$.20 for driving without a rider shall be continued.

6. **New Equipment.** The City and the Union shall meet solely to discuss new equipment being used by bargaining unit employees and what, if any, wage plus adjustment should be adopted.

7. **Working Restrictions.** When the temperature falls below 32°F (not windchill), employees operating Sweepers will be permitted to clean the Sweeper at an inside garage where inside facilities are available for that purpose. This privilege may not be exercised if it results in the payment of overtime.

ADDENDUM – XIII

WEST SIDE MARKET

The following provisions have been agreed to between the City and the union for employees who work at the West Side Market. The parties have agreed to this modified work week due to the unusual demands placed upon the facility during its hours of operation.

The parties also agreed that should there be a need to amend or terminate this agreement, said parties will sit down and discuss the situation within a reasonable period of time.

ADDENDUM XIV

MOTOR VEHICLE MAINTENANCE

The City shall pay a uniform allowance in the amount of \$310.00 and a uniform maintenance allowance of \$200.00 to be paid March 1st of each year. Employees must use this money to purchase clothing as specified by management.

ADDENDUM XV

CITY OF CLEVELAND

MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

	<u>In-Network</u>
a. Annual Deductible:	\$400 single \$800 family
b. Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c. Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$1,000 single \$2,000 family
d. Doctor and other Office visits:	\$10.00 Co-pay
e. Use of Emergency Room:	\$80.00 Co-pay (Co-pay waived if admitted) Non-Emergency use \$80.00 Co-pay plus 90% Co-Insurance
f. Wellness/Preventive Services:	
Routine Physical Exam (One exam per benefit period):	\$10.00 office visit Co- pay, not subject to deductible
Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	\$10.00 office visit Co- pay, not subject to deductible
Well Child Care Laboratory Tests to age nine):	100% not subject to deductible
Routine Mammogram (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:	\$1,000 single \$2,000 family
d. Doctor and other treatment visits:	\$15.00 Co-pay replaces all \$10.00 Co-pays
e. Use of Emergency Room:	\$80.00 Co-pay (except Kaiser HMO which shall be \$80.00 Co-pay waived if admitted) Non-Emergency use \$80.00 Co-pay (Kaiser - \$80.00 Co-pay) plus 90% Co-Insurance

III. PRESCRIPTION DRUG

a. Co-Pays:

April 1, 2011

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

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

ADDENDUM XVI

DRUG/ALCOHOL 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 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 a reasonable suspicion to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination. Random examinations; reasonable suspicion examinations, and post-accident examinations are conducted for the purpose of determining the presence of illegal drugs or alcohol in the employee tested. An employee who is directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense. The City's Manager of Labor Relations, or his designee, shall approve all drug/alcohol testing. This testing will include possible urine, blood, or breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be subject to discharge. An employee who fails a drug or alcohol test for the second time during his/her employment with the City shall be discharged by the City.

An employee may be referred to fitness-for-duty screening if at least one (1) supervisor has a reasonable suspicion that the employee is then under the influence of alcohol or a

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

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

An employee shall be entitled to have a Union representative present before testing is administered unless a Union representative is unavailable when the test is to be conducted and any further delay will potentially compromise the validity of the test results.

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

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

Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The City's EAP program can provide counseling and referral. All records of an employee seeking medical rehabilitation for a drug or alcohol problem, either through EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependence affects job performance so as to endanger fellow employees, the public or otherwise adversely impact on the employee's ability to perform his or her job duties.

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

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

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

- (1) The person has a concentration of four-hundredths of one percent or more by weight of alcohol in his blood;
- (2) The person has a concentration of four-hundredths of one gram or more by weight of alcohol per two hundred ten liters of his breath;
- (3) The person has a concentration of 5.7-hundredths of one gram or more by weight of alcohol per one hundred milliliters of his urine.

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

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

Safety Sensitive Positions

Traffic Controllers

Parking Enforcement Officers

LETTER OF UNDERSTANDING - I

July ____, 2012

Mr. Jarrell Williams
Secretary/Treasurer
City and County Waste Paper
Drivers, Local No. 244
3150 Chester Avenue
Cleveland, Ohio 44114

Re: Article XV, Section 1(E), Calling In Leaves of Absences

Dear Mr. Williams:

This letter confirms our understanding reached during the negotiation for the 2011-13 Agreement between The City of Cleveland and Teamsters Local 244 regarding the proper procedures for securing an extension of a leave of absence. Specifically, someone other than the employee requesting the extension may contact the City to secure an extension of the leave when the employee is incapable, due to the reason or condition for seeking the leave or the extension, of making such contact.

Very truly yours,

CITY OF CLEVELAND

By: Deborah Spatter 8/13/12