CT-0402-PF 2013-019

Contract

between

City of Cleveland

and

Cleveland Building and Construction Trades Council

April 1, 2011
to
March 31, 2013

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ARTICLE I
Introduction

Section 1 – Entire Agreement

This Contract shall constitute the complete understanding between the City of Cleveland (hereafter referred to as the "City") and the Cleveland Building and Construction Trades Council and its constituent skilled craft unions signatory hereto and made a part here of (hereinafter referred to as the "Union"), which represents employees of the City of Cleveland, as specified herein. This Contract shall address all matters pertaining to hourly wages, and hours, or terms or conditions of employment mutually expressed between the parties.

Section 2 – Gender Neutral

The male pronoun or adjective used herein refers to the female also, unless otherwise indicated.

Section 3 – "Employee" Defined

The term "employee" or the term "employees", where used herein, refers to all employees in the collective bargaining unit.

Section 4 -- Purpose

The purpose of this Contract is to provide a fair and reasonable method of enabling employees covered 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 disputes, as well as to participate in these matters through Union representation.

Section 5 – Compliance with Law

This Contract shall comply with the laws of the United States, the State of Ohio, and the City of Cleveland, as well as applicable government administrative rules and regulations which have the effect of law.

ARTICLE II
Recognition

Section 1 – Job Craft Classifications

The following job classifications are recognized on a sole and exclusive basis and are considered craft positions and shall be paid at the rate of eighty percent (80%) of the prevailing hourly wage rates which have been established under the procedure set out in Addendum A, attached hereto and made a part hereof:

1. Boiler Maker
2. Bricklayer
3. Carpenter
4. Carpenter Foreman
5. Carpenter Apprentice
6. Cement Finisher
7. Electrical Worker
8. Electrical Worker Foreman
9. Glazier
10. Insulator
11. Ironworker
12. Ironworker Foreman
13. Painter
14. Painter Apprentice
15. Painter Foreman
16. Pipefitter (Welder)
17. Pipefitter Foreman
18. Plasterer
19. Plumber (Welder)
20. Plumber Foreman
21. Roofer
22. Sheet Metal Worker

Any related craft foreman's classification which may be created shall fall under the jurisdiction of this Contract.

Section 2 – Craft Jurisdiction

a. The City agrees to abide by the City Civil Service Commission description of work to be assigned to employees who are members of the affiliated craft unions of the Cleveland Building and Construction Council, and will attempt not to assign work falling within

their craft jurisdiction to other City employees. Further, in cases of emergencies, overlapping, or ambiguous descriptions of work assigned to a particular craft or other City employees, there shall be no interruption of work.

b. The Cleveland Building and Construction Trades Council can file a grievance at Step 2 of the Grievance Procedure for resolution of the matter. The City will give special weight to the description of work to be performed by a particular craft, as contained in the current collective bargaining agreement between the craft union affiliated with the Cleveland Building and Construction Trades Council and the "outside" contractors association signatory thereto.

ARTICLE III
Management Rights

Section 1

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

a. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City, standard of services, its overall budget, utilization of technology, and organizational structure.

b. Direct, supervise, and evaluate or hire employees.

c. Maintain and approve the efficiency and effectiveness of City operations.

d. Determine the overall methods, process, means, or personnel by which City operations are to be conducted.

e. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

f. Determine the adequacy of the work force.

g. Determine the overall mission of the City.

h. Manage the work force.

i. Take actions to carry out the mission of the public employer as a governmental unit.

j. Contracting out. However, for contracting out which would result directly in the layoff of employees, the City shall follow the following process: Ninety (90) calendar days prior to such contracting out the City shall meet and confer with the affected unions/CBCTC on no less than a weekly basis and the City will disclose the nature, supervisory labor costs, and costs of the proposed contract. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the affected unions/CBCTC shall have the right to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to or greater than those the City can achieve through contracting out, the City will accept the affected unions/CBCTC's alternative.

Should employees be subject to layoff as a result of the decision to contract out, the City will assign those employees to vacant positions within their crafts for which they are qualified or can be trained to become qualified within a reasonable period of time.

The City and the affected unions/CBCTC agree that if there is a disagreement regarding the above, including over the true value of the affected unions/CBCTC's competitive alternative, the affected unions/CBCTC will have the right to submit the issue of whether or not the affected unions/CBCTC's alternative "genuinely" meets or exceeds the City's objective to final and binding arbitration by requesting expedited arbitration with the Federal Mediation and Conciliation Service within fourteen (14) days of the expiration of the 90-day meet and confer period.

Upon request, the City will provide information to the affected unions/CBCTC regarding contracting out which entails bargaining unit work. Where the affected unions/CBCTC identifies either a significant increase in such contracting out or advertisements for bids for such contracting out, the affected unions/CBCTC may request and the City shall meet for the purpose of discussing alternatives to contracting out. However, for contracting out which would directly result in the layoff of employees, the City shall follow the process described above.

Section 2

The City will not be required to bargain on subjects reserved to the management and the direction of the governmental unit, except as effect wages, fringe benefits, hours, terms, and conditions of employment, and the continuation, modification, or delegation of an existing provision of a collective bargaining agreement.

Section 3

The City will provide notice of any proposed changes to the Policy and Procedure Manual. The unions have the right to convene a Labor Management Committee meeting for the purpose of discussing any such changes.

ARTICLE IV
Strikes

Section 1 – Honoring Picket Lines

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 during the period in question. In no case shall any employee refuse to do any work, regardless of the existence of a lawful primary labor dispute, if, in the City's judgment, such refusal would be detrimental to the public health or safety.

Section 2 – No Strike/No Lockout

There shall be no stoppage of work either by strike or lockout for the duration of this Contract. Violations of this paragraph may constitute an unfair labor practice, as determined and remedied by the State Employment Relations Board (hereinafter referred to as the "Board"). Further, it is agreed that in the event the employee (s) and/or the Union have committed an unfair labor practice, the City will not subsequently impose discipline, except as recommended by the Board.

Section 3 – Limited Right to Strike

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

ARTICLE V
Non-Discrimination

Section 1 – Discrimination Prohibited

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

Section 2 – Union Activities

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

ARTICLE VI
Union Rights

Section 1 – Union Security and Checkoff

a. The City agrees that all employees in the Building Trades bargaining unit shall be either members of their craft union or be required to pay a fair share fee to their craft union as a condition of continued employment in accordance with the terms of revised Code 4117.09(B)(2). As provided by that statute, such fair share fee requirement shall become effective sixty (60) days following the beginning of employment.

b. The City will deduct all regular initiation fees, assessments, fair share 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 the member for that purpose and bearing his signature, or in the matter of fair share fee, written verification by the Union of non-membership of a bargaining unit member. Provided that -

i) A member shall have the right to revoke such dues by giving written notice to the City and Union during the thirty (30) day period preceding the termination of this Contract only.

ii) The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon transfer to a job classification outside the bargaining unit.

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

iv) All deductions under this section, accompanied by an alphabetical list of all members for whom deductions of dues or fair share fees have been made, shall be transmitted to the Union no later than the fifteenth (15) 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 which have been deducted and transmitted to the Union in accordance with this provision.

c. The City will deduct all regular dues, fees and assessments for part-time employees and will provide regular reports to the Union as requested.

Section 2 – Union Representation

a. Grievance Representation by Business Agents

The City recognizes the right of the Union to have its business agents represent employees in grievances arising under this Contract.

b. Stewards

The Union shall have the right (to be exercised by the Business Representative for each particular craft union of this Contract) to designate a working steward from the workmen on the

job- site. The steward may process grievances on the worksite and shall be governed and bound by all terms and provisions of this Contract, and shall not have standing or status other than as is set forth in this Contract. He may visit the job site for the purpose of investigating a grievance with prior notification and approval of the City's Labor Relations Office.

Section 3 – Union Visitation

Upon notice to the City's Labor Relations Representative, the Business Representative of the Union shall be permitted to enter the City's premises during working hours, but at no time shall such visitation interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the City.

Section 4 – Union Referral

The City further agrees that any additions or new hires of Building Trades personnel, or any replacement required because of attrition (resignation, retirement, or death) may be made through the use of the individual Union referral systems.

ARTICLE VII
Labor Management Committee

The Labor-Management Committee shall discuss the concerns of the various craft unions on Violence in the Workplace, Absenteeism, Tardiness Abuse, Safety Procedures (e.g., lockout/tag out), Motor Vehicle Accident Policy, Grievance Procedure, and other work-related policies not covered by this Contract. This meeting shall be conducted on an as-needed basis.

ARTICLE VIII
Seniority Rights

Section 1 – "Seniority" Defined

a. Job Classification Seniority

Job classification seniority is defined as an employee's length of service while holding the same classification. The employee shall receive credit for all time spent on the City's payroll

in that classification. Job classification seniority would be used where applicable in other provisions of this Contract. The Convention Center shall be addressed separately in the event of a layoff impacts on the employees who were transferred to the Division of Maintenance in 1990.

b. City Employment Seniority

City employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire. City employment seniority would be applied as described in other provisions of this contract.

c. Terminating Seniority

City employment seniority shall be terminated when an employee:

i. Resigns or quits:

ii. Is discharged for just cause;

iii. Is laid off for more than twenty-four (24) consecutive months;

iv. Is absent without leave for fourteen (14) consecutive working days;

v. 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 (notice to be sent to last known address).

d. Seniority List

The City will provide the Union, upon request, with a list of all employees in the bargaining unit listing name, job classification, division, date of hire, and date of classification, and rate of pay.

Section 2 – Probationary Period

a. 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, demotions, transfers, layoffs and recalls of a City employee pursuant to procedures contained in this collective bargaining agreement.

b. Length of Probationary Period

New employees shall be on a six (6) month probationary period.

ARTICLE IX
Layoffs and Recalls

Section 1 – Layoff Procedures

a. Order of Layoffs

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

i. Temporary employees;

ii. Certified employees.

b. Notice to Union

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

c. Notice to Employees

Regular full-time employees shall be given a minimum often (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.

d. Payment for Unused Vacation

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.

Section 2 – Recall Procedures

a. Order of Recall

Employees shall be recalled in the reverse order of layoff in accordance with the rules and regulations of Civil Service.

b. Notice to Employee

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).

c. Retention Rights

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.

ARTICLE X
Recognition of Paid Fringes

The City and the Union acknowledge that in the years previous to this Contract, fringe benefits were paid as part of the wage rate to the employees covered by this Contract. In recognition of this fact, beginning on May 1, 1987, the execution date of our initial Contract by the Union and the City, such employees shall start to earn vacation, longevity, and paid sick leave benefits. Time an employee spent with the City in a non-craft capacity shall be credited to him and not subject to this paragraph prior to May 1, 1987. An employee shall receive credit for any service credit transferred to the City from another public entity within the State of Ohio. This refers specifically to vacation time and sick benefit credit.

ARTICLE XI
Leaves of Absence

Section 1 – General Requirements

a. Immediate Family

Immediate Family shall be defined as: spouse, mother, father, grandparent, grandchild, or a person who has been in loco parentis to the employee, mother-in-law, father-in-law, child, brother, or sister.

b. Expiration/Cancellation of Leave

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. An employee who fails to report to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to loss of seniority and/or may be disciplined up to and including discharge.

Section 2 – Funeral Leave

a. Amount of 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 a member of his immediate family, as follows:

i. If the funeral is within the State of Ohio - five (5) working days.

ii. If the funeral is outside the State of Ohio - seven (7) working days.

iii. To be eligible for funeral leave, an employee must provide the City with required documentation and must attend funeral, or other obligations related to the death and/or estate etc., and the failure to do so or a misrepresentation of facts related to funeral leave shall be proper cause for disciplinary action (including forfeiture of

pay for the leave). A leave of absence without pay may be granted for a relative not addressed in this section.

b. Falsification of Leave

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

Section 3 – Jury Duty

a. Reasons for Leave

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

i. An employee must present verification of his call to jury or witness duty;

ii. If a witness, that his testimony was within the scope of his employment for the City and not of personal nature; and

iii. Turn in the amount received as jury or witness fee to the City Treasurer in order to receive his regular pay for this time period.

iv. 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. Non-Employment Court Appearances

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:

c. Documentation

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

Section 4 – Military Leave

a. Leave and Restoration Rights

An employee shall be granted an extended leave of absence without pay for military duty in accordance with state and federal law and, after discharge, shall be restored to employment with the City upon request, in accordance with state and federal law. Upon return from military leave, an employee will be reinstated at the current applicable rate of his classification in accordance with law and the provisions as set forth herein.

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.

c. Short-Term Leave

A non-probationary employee of the City who is temporarily called to active duty (e.g., summer training) shall be granted a leave of absence for the duration of such active duty and shall be paid the difference between his regular pay and his service pay, upon the City's receipt 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. Long-Term Leave

Any non-probationary employee who is entitled to the leave as stated above and who is called to military duty for a period in excess of thirty one 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:

i. 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

ii. Five hundred dollars.

The employee shall not receive payments under this paragraph if the sum of his/her gross military income pay and allowances received in a month exceeds his/her gross monthly wage or salary as an employee or if the permanent public employee is receiving his/her pay 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 5 – Maternity Leave

An employee shall be granted paid sick leave for childbirth and/or disability arising out of that condition on the same basis as any other sick leave, provided that the City may require the employee to furnish a physician's certification as to when such leave shall commence and when the medical disability is ended.

Section 6 – Sick Leave with Pay

a. Accrual

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.

b. Crew Assignments

Employees who are assigned to work on a crew cannot use sick leave in less than full-day increments. However, after the start of a shift, an employee may use sick time in no less than one-hour increments with prior management approval and for good cause shown.

c. Reasons

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

d. 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.

e. Notice to Employer

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. An employee is required to call in on each day off or notify the City of the duration of his absence.

f. Certification from Physician

A certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who has been so notified in writing that he has demonstrated a pattern of abuse over the preceding months or after any illness requiring hospitalization. The certificate must include: reemployment date, work capable of being performed, and all restrictions. An employee may be required to bring a doctor's certificate for

any sickness beyond three (3) days if so notified by supervisor. The validity of all medical excuses and physician's certificates is subject to review by the City.

g. Conversation to Cash

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 last three (3) year average of earnings, over time, and longevity pay divided by two thousand-eighty (2080) hours.

h. 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.

i. 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. He shall be covered an additional three (3) calendar months with paid hospitalization coverage after his paid sick leave expires. Employee is on medical leave status.

Section 7 – Sick Leave Without Pay

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

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

Section 8 – Voluntary Sick Leave Contribution

Employees who are not on an absence abuse list shall be entitled to voluntarily contribute earned but unused, accumulated paid sick leave for the use of another bargaining unit employee who is experiencing a serious health condition as defined by the FMLA, who must have exhausted his own sick leave, vacation and personal leave and who also must not be on the absence abuse list. The following conditions shall apply:

a. During the duration of this Agreement, an employee may contribute up to a maximum of forty (40) hours within a calendar year of his accumulated paid sick leave per calendar year but must retain at least one hundred (100) hours of accumulated leave after any contribution. The employee so contributing his paid sick leave shall have such contributed time deducted from his accumulated sick leave balance.

b. Any agreement to contribute must be in writing and signed by the contributing employee and his union representative and subject to final approval by the City's Office of Labor Relations. A copy of the agreement will be placed in each employee's file.

c. The City may, at its election, cancel this program by serving notice to the Union three (3) months in advance of said cancellation date. Said cancellations shall not be done on an arbitrary or capricious basis.

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

e. Sick leave exchanged under this provision will be transferred on an "hour for hour" basis in both directions.

f. Employees who are on the City's attendance policy abuse list shall not be eligible to receive any sick leave contributions.

g. Any employee determined to have "sold" sick leave to another employee shall be disciplined, subject to grievance and arbitration.

Section 9 – Injury Leave

Effective upon ratification, bargaining unit members will be eligible to participate in the City's Injury Pay Program (Attached as Appendix C).

Section 10 – Family Medical Leave

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

ARTICLE XII
Working Conditions

Section 1 – Hours of Work

a. Work Week

The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals, during the period starting at 12:01 a.m. Monday to 12:00 midnight Friday.

b. Work Day

The normal workday may be any eight- (8) consecutive hours, Monday through Friday, between the hours of 7:00 a.m. and 4:30 p.m., with one-half (2) hour lunch.

i. All employees who work a regular day shall be allowed no less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Union.

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

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

iv. The City will dock employees on the basis of one-tenth (or six (6) minutes per hour) of one hour (or six (6) minutes).

c. Work Year

All regular full-time employees shall be on a compensation basis of two thousand-eighty (2080) hours per year.

Section 2 – Shift Differential

a. 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	First Shift shall consist of any eight (8) consecutive hours, Monday through Friday, between the hours of 7:00 a.m. and 4:30 p.m. with one half-hour for lunch.
2nd shift	Second Shift shall consist of any eight (8) consecutive hours, Monday through Friday, between the hours of 3:30 p.m. and 1:00 a.m. with one half-hour for lunch, and an employee on such shift is to receive a shift premium of $.50 per hour.
3rd shift	Third Shift shall consist of any eight (8) consecutive hours, Monday through Friday, between the hours of 11:00 p.m. and 8:30 a.m. with one half-hour for lunch, and an employee on such shift is to receive a shift premium of $.75 per hour.

b. Employees equally rotating between all three shifts shall receive the applicable shift premium. All shift premiums are paid on an hours-paid basis only.

c. There shall be no pyramiding of overtime due to these shift premiums or for any other reason.

d. Shift premiums are available only to employees assigned to the 2nd and 3rd shifts and not to employees assigned to another shift who may work overtime that occurs during a shift that is subject to a (higher) shift differential.

Section 3 – Overtime Premium Pay

a. Determination of Need

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

b. Daily/Weekly Overtime

All employees shall receive time and one-half (1/2) their regular rate of pay for all hours worked in excess of eight (8) in one (1) day, or forty (40) hours in the normal workweek.

c. Weekend Overtime

All employees shall receive time and one-half (1/2) their regular rate of pay for all hours worked on Saturdays and Sundays, outside the period of their workweek, in compliance with the Hours of Work section, if applicable.

d. Holiday Overtime

All employees shall receive time and one-half (1/2) their regular rate of pay for all hours worked on holidays, in addition to their holiday pay.

e. Increments

Overtime is to be calculated in thirty (30) minute increments.

f. "Hours Worked"

All paid holiday hours and paid vacations hours shall be counted as hours worked for the purpose of computing overtime. Sick leave will not count as hours worked for purposes of computing overtime during the normal workweek.

g. No Pyramiding

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

h. Equalizing Overtime

i. Overtime shall be distributed as equally as possible within each classification in each work unit on a continuing basis. The City shall credit employees for all overtime hours worked and/or for overtime hours offered for which employees have declined or failed to work for any reason.

ii. Overtime shall be equalized on a continuing basis. The City shall credit employees for all overtime hours worked and/or for overtime hours offered or which employees have declined or failed to work for any reason. In emergency or non-routine situations, the Union continues to recognize the City's right to assign overtime to employees on the basis of the next qualified person on the equalization rotation schedule.

i. Emergency Overtime

Emergency overtime cannot be refused. An emergency is defined as an impairment to City services or operations which cannot be delayed until the beginning of the next regular workday. However, an employee shall be excused from emergency overtime provided the City can obtain a replacement in time to meet the emergency.

j. Notice of Overtime Assignment

The City will use its best efforts to provide employees with twenty-four (24) hours notice for overtime, with the understanding that by its nature, overtime that results from an "emergency" is not susceptible to such notice.

Section 4 – Fire-Rated Clothing

The City shall reimburse employees for the purchase of work-related fire-rated clothing under the following conditions: (1) the wearing of clothing consisting of OSHA approved fire-

rated material to perform the work must be required by applicable federal/state safety requirements, including but not limited to the Occupational Safety and Health Act and regulations promulgated thereunder; (2) the employee's supervisor must be notified of the need for the wearing of such clothing before the purchase is made; (3) the City must agree that the clothing is required by applicable federal/state safety requirements; (4) the City must approve the vendor and the cost of the purchase; (5) the employee must submit appropriate documentation of the purchase to be reimbursed; (6) at the City's discretion, there shall be a City of Cleveland logo over the upper left breast pocket of all shirts; and (7) the employee shall be responsible for the maintenance and cleaning of such clothing.

Section 5 – Personnel Records

An employee shall, upon request, be permitted to review his/her Divisional personnel records file, except reference letters, in the presence of appropriate supervision and he/she may initial and date the contents found therein. Only copies of letters of discipline, evaluations and commendations shall be made available to the employee at the time of issuance. However, any materials in the employee's personnel record which have not been seen or signed by him/her or which are more than two (2) years old at the time discipline is being considered shall not be used against him/her. The signing of any materials to be placed in an employee 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 6 – Parking Tickets

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

Section 7 – Foreman

A foreman shall be appointed when three (3) or more tradesmen are being supervised in a division when working. This foreman may have responsibility for more than one (1) site or location.

ARTICLE XIII
Holidays

Section 1 – Observed Holidays

All regular full-time employees shall be entitled to eleven (11) paid holidays as follows: New Year's Day, Dr. Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Good Friday, Labor Day, Thanksgiving Day, Christmas Day, and two (2) eight-hour floating holidays.

Section 2 – Floating Holidays

Floating holidays may only be used in four (4) 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 operational needs of the department cannot be met because there are too many requests for a specific day, the request will be considered and approved in accordance with seniority guidelines. A new hire cannot use floating holidays until the completion of ninety (90) days of employment with the City.

Section 3 – Eligibility for Holiday Pay

To be entitled to holiday pay, an employee must either work or be on vacation or personal days approved in advance of his or her last scheduled work day before and the first scheduled workday after the holiday, except that an employee who works on such days before and after a holiday may use sick leave for a portion of such days: (a) for good cause shown and with management approval; and (b) if the employee submits a doctor's excuse within 72 hours after returning to work.

Section 4 – Weekend Holidays

If any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

ARTICLE XIV
Vacations

Section 1 – Vacation Accrual

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

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

Section 2 – Administering Vacations

The administration of vacations (including eligibility requirements) shall be in accordance with this Contract and with the following rules and regulations:

a. New Employees

Any employee who has completed less than one (1) year of continuous employment by December 1st of the previous year shall receive one (1) work day off for each month worked prior to December 31st of the previous year, but not to exceed ten (10) days. New employees whose starting date is prior to the 16th of the month shall be credited with one (1) day of vacation for that month.

b. Continuous Employment

i. Definition

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.

ii. Discharge/Resignation

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.

iii. Layoff

An employee who is laid off and is 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.

c. Unpaid Leaves

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

d. 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.

e. Extended Unpaid Leaves

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 the length of service as follows: One (1) day per month, not to exceed then (10) days; eight (8) years but less than twelve (12) years' service--one and one-half (1/2) days

per month, not to exceed fifteen (15) days; twelve (12) years but less than twenty-two (22) years' service - two (2) days per month, not to exceed twenty (20) days; twenty-two (22) years' service - two and one-half (2-1/2) days per month not to exceed twenty-five (25) days.

f. Use of Earned Vacation

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.

g. 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.

h. Payment for Unused Vacation

i. Layoff/Termination

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

ii. 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.

iii. 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, he paid in full for all accrued vacation time (earned but not previously taken).

Section 3 – Vacation/Holiday Pay

If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or at the end of his vacation at his option).

Section 4 – Scheduling Vacations

Employees shall take their vacation during the calendar year at the convenience of the City. During the first quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by the City their vacation leave preferences, and promptly thereafter, a vacation schedule (by department) will be prepared by the City with priority given to employees according to their departmental or job classification seniority to the extent consistent with operational requirements. Once the departmental vacation schedule is determined, it shall not be changed without the consent of the involved employee(s) except in response to an operational emergency. Any employee who fails to make his vacation application during the appropriate pealed will be given his vacation leave without regard to seniority, based upon when his application was made.

ARTICLE XV
Insurance

Section 1 – Hospitalization

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

Section 2 – Health Care Benefits

a. Health care coverage shall be that set forth in the Summary Plan Description for the plan selected by the employee. The health insurance plan design is set forth in Addendum E. Effective April 1, 2011 through March 31, 2013, the City shall provide the health insurance plan design attached to the Agreement as an addendum.

Section 3 – Employee Premium Cost Sharing

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

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

	Single	Family
MMO Plus	$52.50	$105
HMO Health Ohio	$62.50	$125
Kaiser	$67.50	$135

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

Section 4 -- Coverage

a. There shall be no duplicate coverage if both spouses are on the City's payroll. There shall be no reduction in the benefit levels afforded by said plan, unless by mutual agreement of the City and the Union.

b. For all mental, nervous and substance abuse treatment, in patient and outpatient coverage shall be that set forth as part of the health care insurance plan selected by the employee.

Section 5 – Prescription Drug

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

Section 6 – Dental Insurance

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

Section 7 – Vision Insurance

The City shall provide vision insurance to all employees. Coverage shall be that set forth in the Summary Plan Description for the plan.

Section 8 – Life Insurance

Every employee, after ninety (90) days of service with the City, shall be covered by Fifteen Thousand Dollars ($15,000) worth of life insurance.

Section 9 – Changing Carriers

The City shall have the right to change insurance carriers provided the City first convenes a Health Care Committee in which all unions are given an opportunity to be represented. The City shall negotiate through that Health Care Committee over the change in carriers before implementing any changes in health care carriers.

ARTICLE XVI
Discipline

Section 1 – Discipline Policy

The Union agrees that City has a disciplinary policy allowing it to discharge employee for serious misconduct including but not limited to: (a) theft of City property; and (b) conviction of an offense involving the sale of drugs.

Section 2 – Pre-Disciplinary Conference

a. 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.

b. 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.

c. 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.

d. All matters concerning disciplinary action within the jurisdiction of Civil Service shall be processed exclusively in accordance with the Civil Service Rules and Regulations.

e. 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.

f. An employee who is disciplined must be disciplined within five (5) working days of the event(s) upon which the discipline is based, or within a reasonable time from the date the City had knowledge of said event(s). In the case of suspension or discharge, the employee shall be advised of his/her right to have his/her Union representative present and, upon request, will be permitted to discuss his/her suspension or discharge with the Union representative in an area made available by the City before he/she is required to leave the premises. If a Steward is being disciplined, he/she has the right to be represented by a Union Official.

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

h. 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 workdays for the purpose of the suspension only.

i. All employees are obligated to report convictions for DUI or drug related offenses, and failure to report may result in immediate discharge. An employee who is required to drive a City vehicle may be discharged for two DUI convictions within a two-year period.

ARTICLE XVII
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 – Filing/Amending Grievances

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 – Accelerating Grievances

It is important that the employee's grievance(s) regarding unjust or discriminatory discharges, and/or payment of wages/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

a. 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. In the event there is a grievance based upon a jurisdiction, the discovery process is limited to ninety (90) calendar days. The Commissioner or Appointing Authority or his designee shall meet with the Union Representative and the grievant within five (5) working days from the date of receipt of the grievance in an effort to resolve the grievance. Within ten (10) working days after this meeting, the Commissioner or Appointing Authority or his designee shall give a written answer to the Steward and Union Representative. Each grievance shall be answered separately. The answer shall set forth in detail the settlement reached between the parties and

shall include the grievance number, grievant's name, and the date of the grievance hearing. Agreement on this settlement shall be noted by both parties, in writing, on the grievance answer. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

b. Step l-A: Any disciplinary action involving suspension of eleven (11) days or more, or other disciplinary action which is appealable to the Civil Service Commission, may be appealed to that body, in accordance with its rules and regulations. An employee may choose to appeal such disciplinary action by filing either a grievance or appeal to the Civil Service Commission, but in no case, shall an employee be permitted to utilize both procedures. If an employee does not file a grievance within the seven (7) day time limit or files an appeal through both the grievance procedure and the Civil Service Commission, the employee shall be deemed to have chosen to appeal to the Civil Service Commission. Decisions of the Civil Service Commission are not appealable through the grievance procedure.

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

d. 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, along with the initial grievance, Step 2 appeal, amendments to same, and Step 1 and 2 responses, with a copy to the affected Director or his designee, within ten (10) working days after receipt of the Step Two (2) answer. The City's Labor Relations Representative and the Union Representative will mutually

agree on a date for a meeting for the purpose of considering grievances. A complete agenda for all grievances appealed in writing to Step Three (3) will be provided by the Union prior to each meeting. Within thirty (30) calendar days of the Step Three (3) meeting, the City's Labor Relations Representative shall give a written answer, as defined in Step One (1), to the Union Representative.

e. Step 4:

i. 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.

ii. 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 and the City at the same time of its intent to arbitrate the grievance.

iii The fees and expenses of the arbitrator shall be borne equally by the City and the Union.

iv 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.

v. 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.

vi 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.

vii 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.

viii All decisions of arbitrators and 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.

ix Grievances not timely filed by either party will result in denial of the grievances. Grievances not timely processed or answered within the ten (10) working day period shall result in the grievance advancing to the next step. For purpose of this section, timeliness is counted as working days from the date of the incident or the date

expressed on the face of either the answer or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by both parties. The date of occurrence of the event causing time to run is not counted in the time limit. If the last date of a period is not a regular business day, the time period runs through the end of the next regular scheduled business day.

ARTICLE XVIII
Compensation

Section 1 – Special Wage Rates

a. Foreman Rate

The foreman rate shall be $1.25 over the journeyman rate.

b. Paint Sprayer

When Painters are using a sprayer, their rate shall be adjusted to reflect at $.70 per hour increase which will then be the basis for the 80% calculation.

Section 2 – Implementing Wage Increases

The City will submit to City Council the wage increases to employees within thirty (30) days after the wage increases for all crafts are submitted by the Executive Secretary of the Cleveland Building Trades and Construction Council to the City. The Executive Secretary will submit all such wage increases at one time, provided that any such increases for each craft will be retroactive to their respective effective dates. Employees may obtain from the Payroll Clerk responsible for maintaining the employee's payroll verification and documentation of hours and wages used in calculating any retroactive pay increases. Such information shall be provided to the employee expeditiously, not to exceed a maximum of ten (10) working days.

Section 3 – Call-In Pay

An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four (4) hours of pay at his applicable rate of pay. If

an employee is called in and works more than four (4) hours, he shall receive pay for all hours actually worked.

Section 4 – Longevity

a. Eligibility and 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 in the amount of employment. For an employee to be eligible to receive longevity pay in a given year, his longevity time must have been accumulated by March 1st of that year and the employee must have been in a pay status at some time between January 2nd and March 1st of that year.

b. Longevity Pay

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

Years of Service

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

c. Credit Toward Longevity Pay

It is agreed by the City that all present Building Trades employees will receive credit, in computing their last level of longevity pay, from the date of May 1, 1987 forward.

ARTICLE XIX
Voluntary Dispute Settlement Procedure

Section 1 – Commencing Negotiations

Either the City or the Union may initiate negotiations by letter of submission forwarded to the other party within one hundred-twenty (120) days prior to the expiration date of the current contract. The parties shall hold their first negotiation session within ten (10) calendar days from

the notification of the intent to negotiate. At this time, they will jointly notify SERB of the commencement of negotiations and impasse procedures identified in this Contract in compliance with the procedure provided and then in effect under Revised Code Section 4117.14 and related sections.

Section 2 – News Blackout

All negotiations sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties, and the parties agree not to "go public" with the issues of the negotiations without giving the other party prior notice of such intent.

Section 3 -- Mediation

a. If fifty (50) days prior to termination, tentative agreement on all items is not reached, either party may use the services of the Federal Mediation and Conciliation Service (FMCS), as follows:

b. FMCS shall be contacted by either party so that mediation may start within three (3) days after petitioning FMCS or the date mutually agreed upon.

c. Once started, mediation shall continue until tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the mediator.

Section 4 – Exhaustion of Dispute Resolution Procedures

In the event that the parties are unable to reach agreement by March 31, 2013 or a date mutually agreed upon, all of the terms in this Contract shall be deemed exhausted, provided the parties may extend the contract by mutual agreement.

ARTICLE XX
Duration

This Contract represents a complete and final understanding on all bargainable issues between the City and the Union and it shall be effective as of April 1, 2011, and remain in full force and effect until March 31, 2013.

This Contract supersedes all previous agreements and memorandums.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS THIS ____ DAY OF _____, 2011.

On behalf of the City of Cleveland:

Frank Jackson, Mayor

Acting Director, Department of Law

Deborah Southerington, Director
Department of Human Resources

Nycole West, Labor Relations Manager
Department of Human Resources

On behalf of the Cleveland Building and Construction Trades Council:

By _____
Loree K. Soggs
Executive Secretary

Cement Masons Union Local #404

By _____
Russell Maglionico, Business Manager

Glaziers, Architectural Metal & Glass Workers Union, Local #181

By _____
James Watroba, Business Manager
Ironworkers, Bridge & Structural Union Local #17

By _____
Timothy McCarthy, Business Manager

Sheet Metal Workers Union Local #33

_____
Reggie Hohenberger, Business Manager

Pipefitters Union Local #120

By _____
Terence McCafferty, Business Manager /Secretary-Treasurer
Bricklayers Union Local #5

_____
Ken Kudela, Director

Boilermakers Union Local #744

By _____
James McManamon, Business Manager

Tile Layers Union Local #36

By _____
Daniel Zavagno, Business Manager

Plumbers Union Local #55

By _____
William Armstrong, Business Manager

Carpenters Union District Council

By _____
David Tharp, Secretary/Treasurer

International Union of Painters & Allied Trades, District Council #6

By _____
James Watroba, Business Manager

International Association of Heat & Frost Insulators & Allied Workers

By _____
James Scott Sullivan, Business Manager

International Brotherhood of Electrical Workers Local 38

By _____
Gil Steele, Jr., Business Manager

Roofers & Water Proofers Union, Local #44

By _____
Mike Vasey, Business Manager

Plasters Union, Local #80

By _____
Gary Sefcik, Business Manager/ Financial Secretary

ADDENDUM A

The following named Unions, by their authorized agents, do hereby execute the within Contract between the City of Cleveland and the Cleveland Building and Construction Trades Council, and do agree that for the purposes this Contract, the prevailing wage rate for the craft positions recognized in this Contract that apply to City of Cleveland employees shall be eighty percent (80%) of the top gross hourly rate negotiated by the Cleveland Building and Construction Trades Council and its constituent Unions and their respective contractor organizations, effective November 15, 1996 and any future increases thereafter.

It is understood that the current agreement applicable to such craft positions in "outside employment" is established by a series of separate agreements and that the rates applicable to craft positions with the City of Cleveland shall be in accordance with those rates, as contained in those separate agreement, and any subsequent agreements negotiated by the craft locals making up the Cleveland Building and Construction Trades Council during the term of this Contract. It shall be the duty of the Executive Secretary of the Cleveland Building and Construction Trades Council to furnish to the City of Cleveland an agreed memorandum setting forth the rates for all classifications affected by this Contract and that the City will abide by adjustments in those rates at appropriate times, as called for in the separate agreements, copies of which will be provided to the City upon request. All wage increases will be paid to employees within sixty (60) days of the City's receipt of the memorandum for the Executive Secretary.

A tradesman hired as an emergency employee shall receive no negotiated benefits contained herein, nor shall he/she receive less than one hundred percent (100%) of the prevailing hourly wage rate, or the top gross hourly rate of his/her particular trade or the period employed by the City. However, the City agrees, to the extent permitted by law, to make contributions on behalf of temporary employees to union health & welfare and pension funds. The 100%

prevailing wage paid to temporary employees will be reduced by the contributions made on their behalf to union health & welfare and pension funds. The parties will establish payment schedules pursuant to this provision. Each of the various unions will indemnify and hold harmless the City for any and all liabilities, claims, or actions brought against, or assessed against, the City arising out of the City's timely contributions to union health & welfare and pension funds under this provision, and also including but not limited to any withdrawal or related liabilities or assessments arising under the Multi-Employer Pension Plan Amendment Act, such as "withdrawal liability," including any legal fees, cost, and expenses.

The City agrees that it will vigorously enforce the applicable prevailing wage rate laws.

On behalf of the City of Cleveland:

Frank Jackson, Mayor

Acting Director, Department of Law

2/24/12
Deborah Southerington, Director
Department of Human Resources

2/24/2012
Nycole West, Labor Relations Manager
Department of Human Resources

On behalf of the Cleveland Building and Construction Trades Council:

By
Loree K. Soggs
Executive Secretary

Cement Masons Union Local #404

By
Russell Maglionico, Business Manager

Glaziers, Architectural Metal & Glass Workers Union, Local #181

By
James Watroba, Business Manager

Pipefitters Union Local #120

By
Terence McCafferty, Business Manager/ Secretary-Treasurer

Ironworkers, Bridge & Structural Union Local #17

By _____
Timothy McCarthy Business Manager

Sheet Metal Workers Union Local #33

_____
Reggie Hohenberger, Business Manager

Tile Layers Union Local #36

By _____ 1/3/12
Daniel Zavagno, Business Manager

Plumbers Union Local #55

By _____
William Armstrong, Business Manager

Carpenters Union District Council

By _____
David Tharp, Executive Secretary/ Treasurer

International Union of Painters & Allied Trades, District Council #6

By _____
James Wafroba, Business Manager

Bricklayers Union Local #5

_____ Director
Ken Kudela, Director

Boilermakers Union Local #744

By _____
James McManamon, Business Manager

International Association of Heat & Frost Insulators & Allied Workers

By _____
James Scott Sullivan, Business Manager

International Brotherhood of Electrical Workers Local 38

By _____
Gil Steele, Jr., Business Manager

Roofers & Water Proofers Union, Local #44

By _____
Mike Vasey, Business Manager

Plasters Union, Local #80

By _____
Gary Sefcik, Business Manager/ Financial Secretary

ADDENDUM B

Drug 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 ($1,000.00) or more of property damage shall submit to post-accident drug/alcohol testing. The determination of the amount of property damage is to be based upon the supervisor's reasonable estimate, which will be subject to the grievance and arbitration procedure. Such testing shall be conducted in accordance with the DOT procedures. Further, when there is a reasonable suspicion to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination. Both random examinations and reasonable suspicion examinations are conducted for the purpose of determining the presence of illegal drugs or alcohol in the employee tested. An employee who is directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense. The City's Manager of Labor Relations, or his designee, shall approve all drug/alcohol testing. This testing will include possible urine, blood, or Breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be suspended pending discharge. An employee who fails a drug or alcohol test for the second time during his/her employment with the City shall be discharged immediately by the City.

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

None

ADDENDUM C

THE CITY OF CLEVELAND, INJURY PAY PROGRAM

City of Cleveland employees who are injured on the job often suffer economic hardship because of the limitations such injuries impose upon their ability to earn a living. The City of Cleveland recognizes that it is in the best interest of the injured employee, his or her family, and the City to help the injured worker recover from the injury and return to work. In an effort to lessen the hardship generated by on the job injuries. The City of Cleveland institutes the following Injury Pay Program (the "Program"). Accordingly, City employees injured in the course of their employment where the injury or disability is compensable under the Worker's Compensation Laws of the State of Ohio will be eligible to participate in the City's Injury Pay Program as defined below.

(1) Participation in the Program is at the employee's option;

(2) As a condition of eligibility for the Program, an employee must report his/her illness or injury to the appropriate managerial authority within twenty-four (24) hours of the incident of illness or injury, and complete the Employee Report of Work Place Accident Form, EI-4/A.C.28;

(3) As a condition of eligibility for the Program, the employee must decide whether to participate in the Program at the time he/she reports the illness or injury;

(4) An employee who participates in this Program will receive treatment, including physical therapy, if necessary, only from the Program physician(s);

(5) Program physicians will be selected by the City;

(6) The Program physician will determine whether the employee may return to work on full duty, whether a transitional work assignment is appropriate, or whether the injured employee is incapable of performing even a transitional work assignment;

(7) ***Paid Injury Leave***: While participating in the Program, whether not working or participating in a transitional work program, employees will be paid their regular rate of pay and receive their full benefits package for up to sixty (60) calendar days from the date of injury, or for the length of the transitional work assignment which is limited to 13 weeks;

(8) ***Emergency Injuries***: Any employee who sustains a work related emergency/trauma injury (i.e., a life threatening or, severe bodily injury) may be treated at any medical treatment facility to which emergency medical personnel transports him/her. However, once the emergency medical provider determines it is medically appropriate the employee's care will be assigned to a Program physician for all subsequent medical care.

(9) ***Worker's Compensation***: At the expiration of the paid injury leave granted, if the employee is still unable to return to work, the employee may elect, in writing, to use accumulated sick leave and/or seek weekly payment under the applicable provisions of the Worker's Compensation Act and the Industrial Commission. The employee, *not the City*, is responsible for completing and filing any and all forms that may be required to process either election.

(10) ***Non Participating Employees***: Injured employees who choose not to be evaluated by the Program physician or who choose not to follow the Program physician's recommended program, may go to the physician of their choice, and are not entitled to any Program benefits. Notice of intent not to participate in the Program must be given at the time the injury report is filed by the affected employee. An employee's failure to provide said notification in a timely manner may subject the employee to disciplinary and/or legal action. Any and all work-related injury claims will be processed through and conform with the Worker's Compensation Act.

(11) ***Job Rights***: An employee working in a transitional work assignment will be compensated at his/her regular rate of pay. With regard to the rights of other employees, the employee in the transitional assignment will be deemed not to be working out of classification. The program physician shall specify, as part of an affected employee's rehabilitation program, the date upon which an employee in the program may fully resume his or her normal work duties. Upon an employee's resumption of his or her full normal duties, the affected employee's transitional work assignment shall be terminated.

(12) ***Overtime***: An employee working in a transitional work assignment will not be eligible to claim overtime in his/her native bargaining unit. After the transitional work assignment is over and the employee returns to work in his/her normal classification, the employee shall not have any claim to overtime because of overtime time opportunities that may have been lost while the employee was working in the transitional work assignment. In other words, the employee will be placed in the same position relative to other employees on the overtime equalization chart that he/she occupied at the time of the injury.

(13) ***Transitional Work Assignments***: Transitional work assignments will be identified by the Departments, and/or Divisions who have appropriate tasks available, and/or the Program physician(s), and/or the Bureau of Workers' Compensation Rehabilitation divisions. It is not the intent of this section to require Departments or Divisions to provide transitional work above that

identified, nor is a Departments or Division required to provide transitional work where no such appropriate tasks have been identified and recognized;

(14) ***Injuries Lasting More Than One Year***: Any employee who is unable to return to work within one (1) calendar year from the date of injury will be subject to the appropriate *Leaves of Absence* language in the collective bargaining agreement that covers the employee's native bargaining unit;

(15) ***Forms and Acknowledgment***: As a condition of eligibility for the benefits offered by the Program, employees will be required to complete all forms required by the City, including a form acknowledging the employee has received, understands, and agrees to comply with the provisions of the Program;

(16 ***Abuse***: Any employee who does not fully cooperate with the mandates of the Program and/or the Program physician's recommended program, including any mandated treatment, medication, therapy, and/or transitional work assignment will be dropped from the Program immediately and will immediately forfeit any future claim to Program benefits;

(17) ***False and or Fraudulent Claims***: In the event the City finds that an employee who has received or is receiving Paid Injury Leave has filed a false or misleading claim, has worked in violation of his/her medical restrictions, or is working in violation of his/her medical restrictions, the City reserves the following rights: (1) the right to discharge or otherwise discipline the employee; (2) the right to recoup the full worth of all wage and/or benefits payments rendered to the employee; and (3) where lawful, the right to seek civil damages from, or criminal prosecution of the employee;

(18) ***Modification***: The City reserves the right to modify the Program. The Program will not be modified without prior discussion with the Union.

ADDENDUM D
MEMORANDUM OF UNDERSTANDING

This letter represents the parties' understanding as to the scope of Paragraph 3, Addendum A to their 2007-2010 Collective Bargaining Agreement (the Agreement), as it pertains to emergency employees. The City reiterated its commitment to continue to follow whichever Master Agreement that covers such emergency employees.

ADDENDUM E

CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

			In-Network
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. POINT OF SERVICE PLAN (SELECT):

		In-Network (Option 1)
a.	Co-Insurance percentage:	90% -- 10%
b	No deductible	
c.	Co-Insurance Annual Out-of-Pocket Maximum:	$1,000 single $2,000 family
d.	.Doctor and other treatment visits:	$15.00 Co-pay replaces all $10.00 Co-pays
e.	Use of Emergency Room:	$80.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $80.00 Co-pay plus 90% Co-Insurance
f.	Wellness/Preventive Services:	
	Office Visit/Routine Physical Exam:	$15.00 Co-pay, then 100%
	Well Child Care Services:	$15.00 Co-pay, then 100%
	Well Child Care Laboratory Tests	100%
	Routine Mammogram (One, limited to an $85 maximum per benefit period)	100%
	Routine Pap Test:	100%
	Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100%

CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100%
Routine PSA Test:	100%
Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period):	100%

g. Option 2 and Out-of-Network varies by standard carrier design.

III HMO

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

		In-Network
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 $50.00 Co-pay waived if admitted) Non-Emergency use $80.00 Co-pay (Kaiser - $50.00 Co-pay) plus 90% Co-Insurance

IV. 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.