G-0402-NL 2011- 82

FINAL AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL #10

Effective April 1, 2011 through March 31, 2013

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ARTICLE 1
PURPOSE

(1) This Contract sets forth a complete and final agreement on all bargaining issues between the City of Cleveland, hereinafter referred to as the "City" and Local No. 10, 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.

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

ARTICLE 2
RECOGNITION

(2) The Union is recognized as the sole and exclusive representative for the employees in the following full-time supervisory classifications who have completed their probationary periods, for the purpose of establishing rates of pay, wages, hours and other conditions of employment. The Union's exclusive bargaining unit includes the supervisory classifications listed below on a city-wide basis and the City will not recognize any other union as the representative for any employees within such classifications.

Assistant Superintendent of Distribution
Assistant Superintendent of Sewer Maintenance
Chief Meter Reader
Chief Radio Dispatcher – Water
Data Conversion Supervisor
Engineer of Hydraulic Survey
Meter Reader Supervisor
Sewer Construction Unit Leader
Sewer Maintenance Unit Leader
Sewer Maintenance Unit Leader Operator
Unit Supervisor
Water Hydraulic Unit Leader
Water Hydraulic Supervisor
Water Meter Department Supervisor
Water Meter Repair Unit Leader
Water Pipe Repair Supervisor
Water Pipe Repair Unit Leader
Supervisor of Radio Service

ARTICLE 3
MANAGEMENT RIGHTS

(3) 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, standards of services, its overall budget, utilization of technology and organizational structure.

B) Direct, supervise and evaluate or hire employees and to determine when and under what circumstances a vacancy exists.

C) Maintain and improve the efficiency and effectiveness of City operations.

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

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

F) Determine the adequacy of the work force.

G) Determine the overall mission of the City.

H) Determine the duties to be included in all job classifications and the standards of quality and performance to be maintained.

I) Promulgate and enforce work rules, City orders, policies and procedures.

J) Require employees to use or refrain from using specified uniforms or other tools of duty.

K) Determine hours of work and work schedules.

L) Effectively and efficiently manage the work force and to utilize personnel in the manner determined by the City to be most effective and efficient.

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

N) The City shall have the right to privatize or subcontract services. However, for privatization or subcontracting which would result directly in the layoff of employees, the City shall adhere to the following processSixty-five (65) calendar days prior to any subcontracting the City shall meet and confer with the Union on no less than a weekly basis and the City will disclose the nature, supervisory labor costs, and costs of the proposed contract. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have the right to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to or greater than those the City can achieve through subcontracting, the City will accept the Union's alternative.

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

The City and the Union agree that if there is a disagreement regarding the above, including over the true value of the Union's competitive alternative (financial savings, improved efficiency, quality of service – including the payment of a living wage), the 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.

(4) 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, Local 10 agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08 (c) of the Revised Code or pursuant to this Article of this Agreement.

ARTICLE 4
NON-DISCRIMINATION

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

(6) The City shall recognize the right of all members of the bargaining unit to join the Union and to participate in lawful concerted Union activities and shall not discriminate against, interfere with, restrain, coerce, or discipline any member of the bargaining unit due to Union membership or due to any lawful activity undertaken on behalf of the Union.

(7) Any alleged violation of either City rights or of Union rights is subject to review directly to the Step 3 level of the Grievance Procedure of the Contract.

ARTICLE 5
RESPONSIBILITIES DURING STRIKE

(8) It is understood that the supervisory employees covered by this Contract may be required, as part of their regular duties, to enter upon City property during labor disputes and to keep the functions of the City of Cleveland operating within their capabilities during such labor disputes. Provided, however, that such supervisory employees shall not be required to cross picket lines under threat of damage to life or limb, but shall immediately notify their supervisor

of such threat and the City shall, therefore, during such dispute, provide for the safe conduct of such employees. The City will make every effort to minimize picket line confrontations on behalf of bargaining unit employees.

ARTICLE 6
NO-STRIKE

(9) 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.

(10) 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 S.E.R.B., the City will not subsequently impose discipline except as recommended by S.E.R.B. The City reserves the right to discipline employees for any illegal strike action or violation of this paragraph. The City will not lock out any employees for the duration of the Contract.

ARTICLE 7
LIMITED RIGHT TO STRIKE

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

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

ARTICLE 8
UNION SECURITY AND CHECK-OFF

(12) 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. 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. The Union shall give the City at least thirty (30) days advance written notice of any change in the monthly dues, fees or fair share fee amounts.

(13) The following provision shall become effective when the Union provides documentation and substantiation that at least 85% of the eligible employees in the Bargaining Unit, as defined in Article II (Recognition) of this Contract, are dues paying members of the Union.

1. 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, all non-probationary employees who do not become members of Local 10 shall be required, as a condition of employment, to pay a fair share fee only to cover, and shall not exceed the employee's pro-rata share of: (1) the direct costs incurred by the Union in negotiating and administering this Contract and of settling grievances and disputes arising under this Contract; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Contract.

   In the event that any employee who is required to pay a fair share fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the City into an interest-bearing

escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to the provisions of O.R.C. 4117.09 (C).

The Union hereby represents that (a) it has provided all non-member employees with adequate information about the basis for the fair share fee calculation and (b) any dispute regarding the fair share fee is subject to prompt decision by an impartial decision maker.

2. It shall be the responsibility of the Union to establish the amount of such a fair share fee and to notify all affected employees of the established fair share fee. The Union shall notify the City of the amount of said fair share fee and the names of the affected employees. 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.

3. 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 fair share fee.

ARTICLE 9
UNION REPRESENTATION AND VISITATION

(14) The City recognizes the right of the Union to select Officers, Stewards, and Alternate Stewards, to represent the employees, upon request, on grievances concerning the interpretation or application of this Contract. The Officers, Stewards, and Alternate 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 the Steward or Officer fails or refuses to comply with this requirement, the City retains the right to impose disciplinary action. The Alternate Steward shall act as Steward when the Steward is absent from work, so that the Union at all times has a Steward or Alternate Steward in each of the locations. If necessary, a Local Union Officer may act in place of a Steward. The City shall not transfer Officers or Stewards from

their respective departments and their respective shifts during their terms of office without the mutual consent of the City and the Union.

(15) The Union shall furnish the City with a written list of Stewards and Officers, indicating the locations to which each is assigned, and further, shall promptly notify the City in writing of any changes therein.

(16) The Staff 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 designee. Such visitation 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 and 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 10
CIVIL SERVICE DEFINITIONS

(17) When the parties have a dispute as to the meaning or definition of certain terms used to describe job classifications or job status, the terms as defined by the Civil Service Commission shall be controlling.

ARTICLE 11
PROBATIONARY PERIOD

(18) New Employees hired from outside the City shall serve a one hundred eighty (180) day probationary period with a thirty (30) day extension for completion of certification by mutual agreement of the parties. All other employees shall serve a one hundred twenty (120) day probationary period with a thirty (30) day extension of completion of certification by mutual agreement of the parties. If an employee is discharged or quits and is later rehired, he shall be

considered a new employee. Except as provided above, an employee shall only be required to serve one (1) 120-day probationary period for each classification to which the employee receives an appointment.

ARTICLE 12
SENIORITY

(19) 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.

(20) City employment seniority shall be terminated when an employee:

A. Resigns or quits;

B. Is discharged for just cause;

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

D. Is absent without leave for five (5) consecutive working days;

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 called from layoff (notice to be sent to last known address). The City will provide the Union with a list of all employees in the bargaining unit listing names, job classification, department, date of hire, and date of classification not more than twice per year upon request by the Union.

(21) 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.

ARTICLE 13
LAY-OFF

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

(A) Temporary Employees

(B) Regular Employees

(23) In the event that there is no temporary assignment on the payroll, an employee has the right to bump back into a lower level classification if Civil Service Rules and Regulations so provide.

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

(25) In the event an employee is laid-off, he shall receive payment for earned, but unused floating holidays and vacation as quickly as possible, but not later than ten (10) days after the layoff. An employee recalled from layoff shall retain all unused sick leave accumulated prior to layoff.

ARTICLE 14
TEMPORARY CLASSIFICATION CHANGE

(26) A bargaining unit employee shall be temporarily assigned to work in another Local 10 bargaining unit classification by receiving written notice authorizing said assignment. However, the City will not upgrade Unit Leader(s) to Supervisor(s) if such upgrade would necessitate the need to call in additional Unit Leader(s) when Supervisor(s) are available. Any

time a Unit Leader(s) has been upgraded and the need arises for additional Unit Leader(s), said upgraded Unit Leader(s) will be returned to the Unit Leader classification and if there remains a need for a Supervisor, the City shall exhaust the Supervisor's call out list. The assignment shall not exceed thirty (30) working days, except:

(1) To fill a vacancy caused by an employee being on an approved leave of absence.

(2) To fill an opening pending permanent filling of said opening.

(3) To meet an emergency situation.

(27) In no event, however, shall temporary assignments exceed sixty (60) days except in the case of approved leave of absence, mutual agreement of the parties, or if Civil Service has posted a test notice for that position. After expiration of the above applicable period of time, the City shall permanently fill the vacancy in accordance with the bid procedure contained herein.

(28) A bargaining unit employee who is temporarily assigned to work in another bargaining unit classification shall receive the rate of pay for that classification or his own rate of pay, whichever is higher.

(29) The City will not rotate temporary assignments or temporarily assigned employees in lieu of permanently filling a vacancy. All employees not specifically covered under this section shall perform all temporarily assigned duties at their normal rate of pay.

(30) A bargaining unit employee who is temporarily assigned to a classification outside the bargaining unit shall receive the same wage rate of pay as the person being replaced

ARTICLE 15
ALTERNATIVE PLACEMENT

(31) Within ten (10) working days of the date the Union gives written notice to the City of a request to meet, or as otherwise mutually agreed by the parties, the City and the Union

shall meet for the purpose of attempting to place an employee who has been seeking the alternative placement. The employee must be able to perform the essential functions of the alternative placement position and will be compensated at the rate of pay which is applicable to the position. The disabled or handicapped employee shall not be discriminated against in the assignment of such work.

(32) Nothing herein shall be construed as an obligation upon the City to create and/or modify the job responsibilities of any City position.

ARTICLE 16
BID PROCEDURE

(33) Whenever Management determines there is a vacancy in a classification within the bargaining unit and there has been no reassignment, the City shall post a bid notice within the Division where the vacancy exists. The bid notice shall contain: the classification, job description, minimum qualifications as determined by Civil Service, shift and salary or hourly rate of pay. The bid notice shall be posted for ten (10) working days. Employees who meet the minimum qualifications may fill out job bidding forms, with a copy provided to the employee. Employees who submit job bidding forms will be evaluated based on any or all of the following: attendance, leadership, written reports, oral interview, licenses, training, responsibility and initiative and interviewed based on bargaining unit seniority until filled.

(34) At the discretion of the Appointing Authority, he may post an informational bid 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.

(35) 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.

3. A vacancy in a classification within the bargaining unit to be filled by an employee holding the same or other classification within the bargaining unit.

(36) The vacancies described in Paragraphs (35)1 and (35)2 shall be awarded to the most qualified employee with the most job classification seniority.

(37) The vacancies described in (35)3 will be awarded to the most qualified employees with the most bargaining unit seniority. If, as a result of this award, the change in position classification results in a promotion, the affected employee shall receive the hourly wage rate for such classification.

(38) Five (5) days after a vacancy is awarded, a notice shall be posted stating who, if anyone, has been awarded the position. An employee who has been awarded a promotional vacancy as provided herein shall be given a reasonable period of time, not to exceed ninety (90) calendar days, to prove that he/she is qualified to perform the duties of a higher position on an ongoing basis. If such an employee does not successfully complete this promotional probationary period, he or she shall be returned to his/her former classification and rate of pay. Such cases shall not be considered disciplinary in nature and shall not disqualify an affected employee from consideration for future promotional opportunities. Any other vacancies that are declared by Management as a result of promotion of an employee, in accordance with the terms of this Article, may be filled only on a temporary basis, pending the successful completion of the original promotional probationary period. At the completion of the aforementioned original promotional probationary period, the City shall notify the Union of its intent to either fill or not fill the said vacancies.

ARTICLE 17
JOB EVALUATION AND DESCRIPTION

(39) The City has the sole and exclusive right to make evaluations, job descriptions and create job classifications when it deems appropriate.

(40) 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. The parties agree to meet within seven (7) days of the notice to mutually agree upon the new classification and rate of pay. If an agreement cannot be reached, the matter may be submitted to arbitration for the purpose of determining a rate of pay.

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

(42) If a substantial change in a job occurs, the Union may ask for a meeting with the City to discuss the situation. The Union, at this meeting must demonstrate a significant change as it relates to the skill level not required of the existing classification which would warrant an increase in pay. If the City agrees, a new rate shall be agreed to. If an agreement cannot be reached, the matter may be submitted to arbitration for the purpose of determining a rate of pay.

(43) The City agrees that it will not unilaterally change the classification of any bargaining unit employee without changing that employee's job duties to comply with the Civil Service job description. Such changes are nevertheless subject to the grievance and arbitration procedure.

ARTICLE 18
PERSONNEL RECORDS

(44) An employee shall, upon request, be permitted to review all his/her personnel records files, except reference letters, wherever maintained, 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. An employee shall be entitled to give a written response, to be inserted in said employee's personnel file, for each item contained in the file with which the employee disagrees, including probationary and/or rating reports. For each item the employee shall be allowed to submit one (1) 8-1/2 x 11 page of comment relative to the disputed item.

ARTICLE 19
SAFETY COMMITTEE

(45) Local #10 bargaining unit shall have a member on the Safety Committee. The Union shall be notified in writing when Safety Committee meetings will be held and receive a copy of the minutes of past meetings.

ARTICLE 20
SAFE WORKING PRACTICES

(46) The City agrees to provide proper safety equipment on all jobs. The present work equipment will be maintained in operating manner. Tools and equipment necessary for employees to perform their work will be provided by the City.

(47) The employees agree to wear and utilize all safety equipment which is provided by the City and to use tools and equipment in a safe and careful fashion in the performance of their work.

(48) Employees will make a daily check of vehicles and tools and will schedule same for preventive servicing as required by current City Policy.

(49) City safety personnel are available to investigate any alleged unsafe conditions or practices at the request of a Supervisor or Unit Leader. When either a Supervisor or Unit Leader has determined that an unsafe condition exists on a job, that job shall not proceed until City safety personnel have investigated the alleged unsafe condition and corrected same. Employees may be given alternative duties pending an investigation.

ARTICLE 21
JURY DUTY/COURT LEAVE

(50) 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 duty or witness service as provided herein:

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

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

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

(51) An employee who is required to appear in court for reasons outside the scope of his employment, other than jury duty, shall be granted vacation time or an excused absence (non-paid) provided that: documentation is provided either in the form of a subpoena or a letter from a participating attorney; and the request for an excused absence (non-paid) or vacation time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

ARTICLE 22
FUNERAL LEAVE

(52) An employee will be granted a leave of absence with pay, to be charged against his accumulated sick leave with pay, in the event of the death of a member of his immediate family as follows:

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

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

C. To be eligible for funeral leave, an employee must provide the City with a funeral leave form (to be supplied by the City) and must attend the funeral, or other obligations related to the death and/or estate, etc. The failure to do so or a misrepresentation of the facts related to a funeral leave shall be proper cause for disciplinary action, up to and including discharge.

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

(54) Immediately subsequent to an employee's death his division shall prepare a summary of the benefits that accrue to the employee's survivor or estate and will present such summary to the beneficiary or estate as soon thereafter as possible.

ARTICLE 23
SICK LEAVE WITH PAY

(55) All regular full-time employees shall be credited with paid sick leave at the rate of ten (10) hours per month or fifteen (15) work days per year. Unused sick leave has been cumulative in accordance with the provisions of the Memorandum of October, 1972 and sick leave shall continue to accumulate without limitations. All employees shall be permitted to take such time only in increments of one hour.

A) Paid sick leave shall be granted only for pregnancy leave, actual sickness or injury, confinement by reason of a contagious sickness, or visit to a doctor or

dentist for medical care of the employee or his immediate family, and pregnancy (including post-partum periods).

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

C) No paid sick leave shall be granted unless the Division authority designated by the City is notified of the sickness no later than 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 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. All employees in the Division of Water are required to call in to the sick line or advise supervision. Employees who are assigned to work on a crew (unit leaders) cannot use sick leave in less than full-day increments where the call occurs before the employee reports to work.

D) A certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who has been so notified in writing or after any illness requiring hospitalization. The certificate must include: re-employment date; work capable of being performed; all restrictions. An employee may be required to bring in a doctor's certificate for any sickness beyond three (3) days if so notified by supervision.

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

E) Upon retirement or death, an employee, or his legal representative, shall have the right to convert his accumulated paid sick leave into cash at the rate of one (1) day's pay for each three (3) days of unused accumulated paid sick leave. The pay rate used shall be the same three years average as under P.E.R.S.

F) Once each year, the City will distribute to all regular full-time employees an annual statement fully advising the employee of his paid sick leave status.

G) An employee who is hurt on the job shall have the option of using his paid sick leave, worker's compensation benefits, or his vacation, whichever he prefers.

H) 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 24
GENERAL LEAVE

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

(57) 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 impose disciplinary action up to and including discharge.

(58) 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 discipline up to and including discharge. For those employees who have completed their probationary periods, personal leaves of absence may be granted without pay for good cause shown for periods not to exceed ninety (90) days. The granting of such leaves will be based upon the operational needs of the employee's department.

(59) An employee in any unpaid leave of absence does not accrue credit towards vacation, paid sick leave, step increases, longevity or P.E.R.S. The only exception is an employee who falls under military leave provisions expressed herein.

ARTICLE 25
SICK LEAVE WITHOUT PAY

(60) After an employee has exhausted his sick leave with pay, he or she shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness, injury, or pregnancy (including post-partum recovery periods), upon request, supported by medical evidence satisfactory to the City. If the employee has reported such illness, injury, or pregnancy (including post-partum recovery periods), to his or her department head or immediate supervisor by no later than the second day of absence. If the illness, injury or pregnancy (including post-partum recovery periods) continues beyond six (6) months, the City may grant additional sick leave under this paragraph upon request. An employee on sick leave is expected to within six (6) months of discharge keep the City informed on the progress of his or her illness, injury, or pregnancy (including post-partum recovery periods), as circumstances allow. Any employee who has been on sick leave for more than five (5) consecutive work days may be required to submit to and pass a physical examination before being permitted to return to work.

ARTICLE 26
EDUCATIONAL LEAVE

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

ARTICLE 27
UNION LEAVE

(62) 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) Any request for leave must be made at least five (5) days prior to the date of such leave; however, any request for a leave of thirty (30) days or more must be made at least thirty (30) days prior to the date of such leave.

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

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

ARTICLE 28
MILITARY LEAVE

(63) 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.

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

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.

Any non-probationary employee who is entitled to the leave 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 ($500.00).

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.

Employees on military leave who thereafter return to employment with the City shall receive retirement and longevity credit for all time spent in active military service.

ARTICLE 29
VOLUNTARY SICK LEAVE CONTRIBUTION

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

[a] An employee may contribute up to a maximum of forty (40) hours of his accumulated paid sick leave 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 cancellation 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 polices.

ARTICLE 30
HOURS OF WORK

(65) The normal work week for regular, full-time employees covered by this Contract shall be forty (40) hours, consisting of five (5) eight (8) hour days, exclusive of time allotted for meals during the period starting at 12:01 a.m. Monday, to midnight Sunday. The City reserves

the right, if operational needs and conditions require, to establish and change hours of work and schedules of hours.

ARTICLE 31
VACATION

(66) 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 follows as of December 31st of the previous year.

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

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

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

B) For vacation purposes, the employee's continuous employment is defined as the period of time during which he is continuously listed as an employee on the payroll of the City, including authorized paid leaves of absence.

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

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

F) An employee transferred from one Division to another shall be given credit for his service elsewhere with the City, providing such employment has been continuous.

G) An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year, shall earn vacation leave at the rate for which he is eligible based on length of service as follows: One (1) day per month, not to exceed ten (10) days; eight (8) years but less than twelve (12) years' service – 1½ days per month, not to exceed fifteen (15) days; twelve (12) years but less than twenty-two (22) years' service -- 2 days per month, not to exceed twenty (20) days; twenty-two (22) years of service -- 2 ½ days per month, not to exceed twenty-five (25) days.

H) An employee may use any vacation leave earned prior to December 31st of the preceding year. Vacation leave being earned currently in any calendar year may not be used until after December 31st of that year.

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

J) If any 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) The estate of a deceased employee shall receive payment for any unused vacation leave, including pro-rata vacation earned during the current year, for which the employee was eligible at the time of death.

L) Any employee eligible for vacation under existing rules, who enlists or is inducted into the armed forces, shall at the time of leaving for military service be paid in full for all accrued vacation time (earned but not previously taken).

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

(68) 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).

(69) Employees may take their vacation during the calendar year at the convenience of the City. During the first quarter of each calendar year employees will be given an opportunity to indicate on a form provided by the City their vacation leave preferences, and promptly thereafter a written vacation schedule by division and classification will be provided by the City with priority given to employees according to their City seniority to the extent consistent with operational requirements. Once the 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 32
LONGEVITY

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

(71) 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

ARTICLE 33
HEALTH CARE BENEFITS

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

Health Care Benefits

a. Effective June 1, 2011, the City shall provide the health-insurance plan design attached to the Agreement as an addendum.

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

(1) Effective through May 31, 2011, employees shall contribute $25.00 per month for single coverage and $50.00 per month for family coverage. Effective June 1, 2011, monthly employee-premium contributions shall be as follows:

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

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

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

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

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

c. 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.

ARTICLE 34
LIFE INSURANCE

(73) All regular full time employees who have completed 90 days continuous service with the City will be provided with $15,000.00 Group Term Life Insurance.

ARTICLE 35
DENTAL INSURANCE

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

ARTICLE 36
VISION INSURANCE

(75) The City shall continue a vision insurance plan for employees.

ARTICLE 37
LICENSE INCENTIVE

(76) Employees in the following classifications shall receive a license incentive in accordance with the schedule set forth below. License incentives will be paid within seven (7) days of written certification provided to the employee's supervisor.

(77) License incentive pay shall be added to the employee's base hourly rate of pay for all purposes, including but not limited to overtime.

Classifications

Assistant Superintendent of Distribution
Chief Radio Dispatcher
Engineer of Hydraulic Survey
Sewer Construction Unit Leader
Sewer Maintenance Unit Leader
Sewer Maintenance Leader Operator
Water Pipe Repair Unit Leader
Water Pipe Repair Supervisor
Water Meter Repair Unit Leader
Water Meter Repair Supervisor
Water Hydraulic Repair Unit Leader
Water Hydraulic Repair Supervisor

Incentive

1st Class	$.35 per hour
2nd Class	$.40 per hour

Licenses for Sewer – Waste Water Collection 1 & 2
Licenses for Water – Water Distribution 1 & 2

ARTICLE 38
PAY DAY

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

(79) Employees may be paid either by direct deposit, as authorized by the employee, hand delivery (being issued the paycheck at the work site) during their work shift, or by direct mail.

(80) 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.

(81) City time is not to be used for cashing a paycheck.

(82) The City will process any pay check error of fifty dollars ($50.00) or more within three (3) working days.

ARTICLE 39
WAGES

(83) There will be no wage increase in 2011.

(84) Effective April 1, 2012, a three percent (3%) increase shall be applied to all wage rates in accordance with wage rates set forth in Schedule A which is incorporated herein as though fully rewritten.

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

(86) Opportunities shall be provided for any unit leaders in the Division of Water volunteering to train and become qualified to operate heavy equipment. Employees can apply for such training openings. Employees who qualify based on defined criteria (such as hands-on testing), shall receive $1.80 in addition to their base hourly rate so long as they remain qualified to operate the heavy equipment. Determinations as to whether an employee is qualified remain within the sole discretion of the City. The criteria will be shared with the Union prior to implementation.

(87) While operating the Jack Hammer, Local 10 members will be compensated at the Jack Hammer Local 100 hourly rate.

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

(89) The City and the Union, within sixty (60) days of the execution of this contract, shall commence discussions regarding wage disparities which may exist within the bargaining unit classifications. If the parties are unable to agree upon any wage disparities, the matter may be submitted to the Step 3 level of the grievance procedure.

ARTICLE 40
PARKING TICKETS/MOVING VIOLATIONS

(90) Employees who fail to pay parking tickets/fines and/or moving violations/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 employee's identity has been verified by a City record and the administrative appeal process, if applicable, has been exhausted.

ARTICLE 41
UNIFORMS AND CLOTHING

(91) The City will provide an annual shoe allowance of $100.00 for employees in the classifications listed below. The City, at its sole discretion, will either provide and/or maintain uniforms or will provide an annual uniform allowance of $350.00 (to be used for the purchase of approved uniform items and outerwear as listed below) and/or a uniform maintenance allowance of $200.00 for employees in the following classifications: Meter Reader Supervisor, Unit Supervisor Field, Sewer Construction Unit Leader, Water Hydraulic Supervisor, Water Meter Department Supervisor, Water Pipe Repair Supervisor, Water Meter Repair Unit Leader, Water

Hydraulic Repair Unit Leader, Sewer Maintenance Unit Leader, Water Pipe Repair Unit Leader, Sewer Maintenance Unit Leader Operator, Supervisor of Radio Services. Exceptions will be those employees who are not on the payroll at the time of issue and who do not return to the payroll by September of the following year. If the City elects to provide and maintain uniforms, the City will provide an annual allowance of $180.00 to be used for the purchase of outerwear for employees in the classifications listed above. All employees hired after March 1st of any year who successfully complete their probationary period not later than December 31st of the same year, shall receive a pro rata maintenance allowance within 30 days of completing their probationary period. Outerwear is considered the following:

Heavy Weight Jacket	Hooded Sweat Jacket
Nylon Jacket-Lined	Rain Suit
Coverall	Sweater
Leather Work Gloves	Liners

All employees are required to wear uniforms with proper boots in a professional manner in accordance with published divisional policy.

ARTICLE 42
DISCIPLINE

(92) 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 at least 48 hours in advance and provide a detailed incident report of the specific 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.

(93) 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.

(94) An employee who is disciplined must be disciplined within six (6) 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 Officer.

(95) The City will notify the Union in advance of any change to the attendance policy and negotiate changes prior to implementation. The City will maintain a taped call-in line at every division, except divisions in public safety, for the purpose of recording call offs.

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

(97) 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.

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

ARTICLE 43
GRIEVANCE PROCEDURE

(99) 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.

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

(101) 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).

(102) 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. The City or the Union may request the presence of the Grievant. 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.

(103) 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 and other appropriate 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 and other appropriate Union Officer. The City or the Union may request the presence of the Grievant.

(104) 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 and to the designated Local Union Officer.

(105) 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.

(106) 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.

(107) 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 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.

(108) 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.

(109) 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. 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 44
COMPUTATION OF TIME

(110) For the purposes of this Article, timeliness is counted as working days from the date of the incident, 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 the parties.

(111) The date of occurrence of the event causing time to run is not counted in the computation of any time limit. The last day of the period is included in the computation of the time limit. If the last day of the period is not a regular business day, the time period runs through the end of the next regularly scheduled business day.

ARTICLE 45
SHIFT PREMIUM

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

1st Shift: An employee for whom the majority of his normal hours of work fall after7:30 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.

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

(114) Employees who are on the staggered work week or rotating work week schedules shall receive an additional thirty-five cents ($.35) per hour.

(115) The additional thirty-five cents ($.35) per hour paid to employee's working the staggered work week or rotating work week schedules shall be added to the employee's base hourly rate of pay, for all purposes, including but not limited to overtime.

ARTICLE 46
OVERTIME -- PREMIUM PAY

(116) All employees shall receive time and one-half (1½) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week (excluding employees on a special work week schedule).

(117) All employees shall receive time and one-half (1½) their regular rate of pay for all hours worked in excess of eight (8) in one (1) day during the period of the start of his shift to the beginning of the next shift.

(118) All employees shall receive time and one-half (1½) their regular rate of pay for all hours worked on holidays.

(119) All paid holiday hours and paid vacation hours shall be counted as hours worked for the purpose of computing overtime. Paid sick leave hours will not count as hours worked for purposes of computing overtime.

(120) Management shall make every reasonable attempt to relieve the employee who chooses not to work overtime.

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

ARTICLE 47
EQUALIZATION OF OVERTIME

(122) The City shall be the sole judge of the necessity for overtime. When overtime is deemed necessary it shall be offered to employees within the bargaining unit in accordance with the following procedure.

(123) A list shall be established at each work unit of all employees in that unit by classification, by seniority. Overtime shall first be offered to bargaining unit employee(s) who are performing the work. Water Pipe Repair Supervisors and Water Meter Department Supervisors shall first be offered to work the contiguous overtime that is assigned to their assigned field crews on the shift, if 75% (provided that four (4) or more crews are assigned) of the affected employees are working. If overtime is still available, it shall be offered to employees within the bargaining unit, who are capable of performing the work.

(124) Non-bargaining unit members shall not be assigned work in the Local 10 bargaining unit until all appropriate lists have been exhausted.

(125) Unit Leaders and non-bargaining unit members shall not be assigned work that is conventionally performed by other members of the bargaining unit unless employees in the classification needed for the work who are on the appropriate lists for overtime are unavailable or refuse the overtime work.

(126) Supervisors and non-bargaining unit members shall not be assigned work that is conventionally performed by other members of the bargaining unit unless employees in the classification needed for the work who are on the appropriate lists for overtime are unavailable or refuse the overtime work.

(127) In the event that all employees on a list have the same amount of accumulated overtime hours, available overtime shall be offered to the employee on the list with the most seniority. All overtime hours either worked by an employee or offered and refused by an employee shall be added to the appropriate list and upon successful completion of their probationary periods new employees shall be assigned the greatest number of accumulated overtime hours currently assigned to any employee on that list.

(128) Lists shall be updated daily by an assigned supervisor and unit leader and shall either be posted or made available upon request. All employees will start with zero accumulated overtime hours as of January 1 of each year.

(129) In the event of an emergency, employees shall not be permitted to refuse overtime.

ARTICLE 48
CALL-IN PAY

(130) An employee who is called in to work which is non-contiguous to his regularly scheduled work, shall receive a minimum of four (4) hours of work at his applicable rate of pay.

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

ARTICLE 49
HOLIDAYS

(131) 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 Jr. Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

(132) Employees are entitled to two (2) floating holidays in each calendar year. Floating holidays will be granted contingent upon operational needs and a request by the employee being submitted for consideration at least twenty-four (24) hours 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(s) or for any other reason, the requests will be considered and approved in accordance with seniority guidelines. A new hire cannot use the floating holidays during his probationary period. To be entitled to holiday pay an employee must work his or her last full scheduled work day before and the first full scheduled work day after the holiday, unless on an approved vacation or personal day. Any sick time used on the last scheduled workday before or the first scheduled workday after the holiday will result in the loss of the paid holiday unless the employee has presented a certificate from a licensed physician immediately upon return to work. Tardiness (less than one (1) hour) does not disqualify an employee from holiday pay.

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

ARTICLE 50
LABOR MANAGEMENT COMMITTEE

(134) Once each calendar quarter, the parties shall meet at mutually convenient times to discuss matters of mutual concern. Each party shall be entitled to have not more than six (6) representatives at each such meeting and the parties shall exchange agendas of issues to be discussed in any such meeting at least one week prior to the meeting. The Union's Business Agent shall be included among the Union's total of six (6) representatives to the committee.

(135) These labor management committee meetings shall not be used for the purpose of negotiating changes to the labor agreement nor to address matters that are the subject of current grievances. The parties may discuss grievances for which the City has rendered a Step 3 response, in an attempt to resolve the matter prior to arbitration. The Labor Management Committee will also review all Local 10 bargaining unit positions. The purpose of the review is to discuss and evaluate the training, job descriptions and new bargaining unit job classifications and license requirement for each classification. The City agrees that it will offer at its cost and expense training courses necessary to qualify for these bargaining unit positions. Bargaining unit employees attending training classes will be paid their regular hourly rate.

ARTICLE 51
DURATION

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

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

ARTICLE 52
DRUG TESTING

(138) 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 him or herself 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. Both Post-accident examination, random examinations and (for safety sensitive employees), reasonable suspicion examinations and examinations for employees on Last Chance Agreements and with CDLs, 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.

(139) 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 Union shall be directly contacted by the City by telephone. 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:

(1) A disciplinary probation for employees who have violated the City's drug and alcohol rules; or

(2) 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.

(140) An employee shall be entitled to have a Union representative present before testing is administered as long as the representation does not cause undue delay affecting the test results.

(141) 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.

(142) 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.

(143) 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.

(144) 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.

(145) 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.

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 six-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.

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

(147) Safety Sensitive Positions

Assistant Superintendent of Distribution
Assistant Superintendent of Sewer Maintenance
Sewer Construction Unit Leader
Sewer Maintenance Unit Leader
Sewer Maintenance Unit Leader Operator
Water Hydraulic Supervisor
Water Meter Supervisor
Water Pipe Repair Supervisor

IN WITNESS WHEREOF, the parties have caused this contract to be executed by the duly authorized representatives this _____ day of _____2011.

FOR THE CITY OF CLEVELAND

FRANK G. JACKSON, Mayor

BARBARA LANGHENRY,
Interim Director of Law

DEBORAH SOUTHERINGTON, Director
Department of Personnel & Human Resources

11/30/11

NYCOLE D. WEST, Labor Relations Manager
Department of Personnel & Human Resources

_____
Date

**FOR LOCAL 10,
INTERNATIONAL UNION OF
OPERATING ENGINEERS AFL-CIO**

JAMES R. WASHINGTON, President

JUAN ELLIOTT, Vice President

KAREN MULLINS, Recording &
Corresponding Secretary

_____
Date

1604-11-08

SIDE LETTER

April, 1998

Mr. Oscar Wells
International Union of Operating Engineers, Local 10
3515 Prospect Avenue
Cleveland, OH 44115

Re: Serious Misconduct Discipline

Dear Mr. Wells:

The Union agrees that effective upon ratification of the Collective Bargaining Agreement, the City has a disciplinary policy allowing it to discharge employees for serious misconduct including but not limited to:

(a) theft of City property;

(b) conviction of an offense involving the sale of drugs;

(c) for employees regularly scheduled to drive a City vehicle, two DUI convictions within a two year period.

Very truly yours,

THE CITY OF CLEVELAND

Signed by: _____

HEALTHCARE ADDENDUM

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. 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 (Co-pay waived if admitted) Non-Emergency use $80.00 Co-pay plus 90% Co-Insurance

IV. PRESCRIPTION DRUG

a. Co-Pays:

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.

SCHEDULE A

JOB CLASSIFICATION	4/1/2011	4/1/2012
Assistant Superintendent of Distribution	$25.27	$26.02
Assistant Superintendent of Sewer Maintenance	$25.27	$26.02
Chief Meter Reader	$20.07	$20.67
Chief Radio Dispatcher	$22.88	$23.56
Data Conversion Supervisor	$20.07	$20.67
Engineer of Hydraulic Survey	$28.15	$28.99
Meter Reader Supervisor	$22.58	$23.25
Sewer Construction Unit Leader	$24.56	$25.29
Sewer Maintenance Unit Leader	$21.28	$21.91
Sewer Maintenance Unit Leader Operator	$22.33	$22.99
Unit Supervisor	$22.61	$23.28
Water Hydraulic Supervisor	$24.05	$24.77
Water Hydraulic Unit Leader	$21.28	$21.91
Water Meter Department Supervisor	$24.05	$24.77
Water Meter Repair Unit Leader	$21.28	$21.91
Supervisor of Radio Service	$24.37	$25.10
Water Pipe Repair Supervisor (Days only/8 a.m.-4:30 p.m.)	$24.56	$25.29
Water Pipe Repair Supervisor (Staggered Shifts/7a.m.-5:30p.m.; 2:00p.m.-12:30p.m.)	$24.95	$25.69
Water Pipe Repair Unit Leader (Days only/8a.m.-4:30p.m.)	$21.28	$21.91
Water Pipe Repair Unit Leader (Staggered Shifts/7a.m.-5:30p.m.; 2p.m.-12:30a.m.) (Midnights)	$21.66	$22.30