CT-0402-NF 2011-77

CONTRACT BETWEEN

THE

CITY OF CLEVELAND

AND

LOCAL 1099

MUNICIPAL FOREMEN AND LABORERS' UNION
(Chartered: Municipal, County & State Employees'
Union Local 1099, AFL-CIO)

(NON-SUPERVISORY)

Contract is effective April 1, 2011 through March 31, 2013

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ARTICLE 1
PURPOSE

1. This Contract sets forth a complete agreement between the City of Cleveland (hereinafter referred to as the "City") and Municipal Foremen and Laborers' Union, Local 1099 (hereinafter referred to as the "Union") which represents employees as specified herein. Specifically, the agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

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

ARTICLE 2
RECOGNITION

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

Non-Supervisory

Accident and Safety Inspector
Arborist I
Assistant Gardener
Cemetery Maintenance Worker I
Cemetery Maintenance Worker II
Cold Patch and Crack Sealing Worker
Engineering & Construction Inspector
Gardener
Grounds Maintenance Worker
Lead Program Assistant
Mechanical Handyman
Municipal Service Laborer (full-time and part-time)
Practical Nurse
Radio Operator (full-time and part-time, Division of Streets)
Real Estate Maintenance Worker
Sidewalk Inspector
Street Permit Supervisor (Inspector)
Street Sweeper - Waste Collection
Waste Collection Transfer Station Attendant
Tire Shredder
Waste Collector (full-time and part-time)
Waste Collection - Cushman Operator
Watchman

4. The following classifications are represented by the Union, but their wages and fringe benefits are determined by the prevailing wage arrangements covering the Crafts, or as determined by partial agreement between the Union and the City:

Asphalt Raker
Asphalt Tamper
Bricklayer Helper
Curb Cutter
Jackhammer Operator
Paver

5. The following articles only will be applicable to part-time employees: Purpose, Recognition, Management Rights, Union Rights, No Strike, Non-Discrimination, Union Security, Union Representation, Union Visitation, Bulletin Board, Layoffs (Paragraph 39 only), Military Leave, Education Leave, Job Evaluation and Description, Overtime, Docking, Shift

Adjustment, Equalization of Overtime (except Paragraphs 96 and 97), Shift Premium, Call-In Pay, Auto Insurance Rider, Pay Day, Discipline, Grievance Procedure, Report Pay, Mileage, Personnel Records, Parking Tickets, Legality, Wages, Hepatitis Immunizations, Duration, Dispute Settlement Procedure and Drug Testing.

ARTICLE 3
MANAGEMENT RIGHTS

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

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

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

C. Maintain and improve the efficiency and effectiveness of City operations and to require employees to use or refrain from using specified uniforms or other tools of duty.

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

E. The City shall have the right to privatize or subcontract services. Upon request, the City will provide detailed information to the Union regarding privatization/subcontracting which entails bargaining unit work. Where the Union identifies a significant increase in such privatization/subcontracting, the Union may request a meeting with the City and the City shall meet for the purpose of discussing alternatives to privatization/subcontracting. However, for subcontracting which would result in the direct layoff of employees, the City shall follow the following process: Sixty-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 disclosed the nature 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.

The City and the Union agree that if there is a disagreement regarding the above, including over the true value of the Union's competitive alternative (financial savings, improved efficiency, quality of service), the Union will have the right to submit the issue of whether or not the Union's alternative "genuinely" meets or exceeds the City's objective to final and binding arbitration by requesting arbitration with the American Arbitration Association within fourteen (14) days of the expiration of the 65-day meet and confer period.

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

G. Determine the adequacy of the work force.

H. Determine the overall mission of the City.

I. Manage the work force.

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

K. The City shall staff the recycling tipper trucks and waste tipper trucks with no less than one (1) Waste Collector and the manual trucks with no less than two (2) Waste Collectors. Additional staffing on any truck shall be assigned to Waste Collectors. Any Waste Collector displaced from a waste collection truck as a result of the City's use of tipper, recycling or automated trucks shall be reassigned to other duties within the job classification. If no assignments are available, the Waste Collector shall be reassigned to another job classification within the bargaining unit or laid off. Employees laid off under these circumstances shall maintain recall rights for 36 months.

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

ARTICLE 4
UNION RIGHTS

8. 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 go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another union, except that the City shall not be required to pay the wages of any such employees. Provided, that in no case shall any employees refuse to 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 unless the City cannot provide for the personal safety of the employees.

9. Any alleged violation of Union rights is subject to immediate review through the Grievance Procedure by submission at Step 3 of that Procedure.

ARTICLE 5
NO-STRIKE

10. 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 the 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.

11. 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 the State Employment Relations Board, the City will not subsequently impose discipline except as recommended by the State Employment Relations Board.

12. It is understood that all orders of City supervisors shall be complied with during the period when a dispute is being processed through the Grievance Procedure, provided, that no employee shall be required to obey an order which would jeopardize his life or cause bodily injury.

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

ARTICLE 6
NON-DISCRIMINATION

14. 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.

ARTICLE 7
UNION SECURITY

15. It has been determined that at least eighty-five percent (85%) of the eligible employees in the bargaining unit of Local 1099 are members of the Union. Therefore, the City agrees that all employees in the Union's bargaining unit shall thereafter be either members of the Union or be required to pay a fair share fee (and so notified by the Union) to the Union as a condition of continued employment in accordance with the terms of ORC §4117.09(c). As provided by that statute, such fair share fee requirement shall not be effective until the completion of the probationary period. The Union shall provide the City with thirty (30) days' advance notification of any change in the fair share amount. It is further provided that an employee who has completed his/her probationary period and is not a member of Local 1099 as of October 1, 1983, and who does not become a member of the Union by March 31, 1984, shall not be required to pay the fair share fee under this provision for the term of this Contract.

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

A. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union within thirty (30) days of the termination of this Contract. Said employee shall automatically be placed under the Fair Share provisions of this provision.

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

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

18. All deductions accompanied by an alphabetical list of all employees for whom deductions have been made shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the dispositions of all funds deducted. The City shall place back on check off those employees who return to the active payroll from a leave of absence, layoff or suspension, or who are transferred from one Division to another Division.

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

ARTICLE 8
UNION REPRESENTATION

20. The City recognizes the right of the Union to select local officers or stewards to represent employees on grievances arising under this Contract as follows:

21. The alternate steward shall act as steward when the steward is absent from work. It is the responsibility of the Union to have a steward or alternate steward assigned to each work location. A local Union officer may act when necessary in place of a steward. Local officers and stewards shall not be transferred from their respective divisions or work locations during their term of office except upon mutual agreement between the City and the Union, provided the Union has appointed its representatives as described in this Article. The Union will provide, on a divisional basis, a list of local officers, stewards, and alternate stewards in the month of January, annually. The Union will notify the City of any changes in such lists.

22. A steward or alternate steward or local officer shall be permitted to investigate and process grievances and attend meetings provided for in the grievance procedure without loss of regular straight-time pay. Such activity will be with proper regard for the City's operational needs and work requirements, and will be permitted only to the extent that such activity does not disrupt or interfere with the efficient operations of the City. All such activity will be with prior permission of an employee's supervisor and shall be logged on forms provided by the City for that purpose.

23. It is the mutual responsibility of the City and the Union to cooperate in good faith in providing a fair and timely grievance procedure.

24. The City shall assign the Union's principal officer (i.e., Business Manager) to perform on a full-time basis, duties related to the administration of the parties' Labor Contract in handling matters of mutual concern to the Employer and Union. It is understood that this individual shall be included in the Union's bargaining committee for which the Employer shall grant time away from duty while participating in collective bargaining.

25. The City shall assign the Union's Secretary Treasurer to perform on a part-time basis (two days each week: Tuesday and Thursday), duties related to the administration of the parties' Labor Contract and handling matters of mutual concern of Employer and Union. This individual shall be included in the Union's bargaining committee for which the Employer shall grant time away from duty while participating in collective bargaining.

26. Union members of the bargaining committee shall not lose any regular straight time pay for time off the job while attending a negotiation proceeding with the City of Cleveland.

ARTICLE 9
UNION VISITATION

27. The representative of Local 1099 shall be admitted to the City's facilities and sites during working hours upon reasonable advance notice to the appropriate Appointing Authority or his office. Such visitations shall be for the purpose of ascertaining whether or not this Contract is being observed by the parties, to participate in the adjustment of grievances or to attend other meetings as provided herein. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the City.

28. 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 any steward fails or refuses to comply with this requirement, the City retains the right to impose disciplinary action.

29. A Union steward will work when three (3) or more members of the Union are working, provided the Union has appointed its representatives as described in Article VIII.

ARTICLE 10
BULLETIN BOARD

30. The City shall provide the Union with a bulletin board at mutually selected locations. Provided that:

A. No notice or other writing may contain anything political or critical of the City or any City official, or any other institution, or any employee or other person;

B. All notices or other materials posted on the bulletin board must be signed by the President or Chief Steward of the Union or an official representative of the Union.

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

ARTICLE 11
PROBATIONARY PERIOD

31. Effective January 1, 2002, new employees shall be on a one hundred eighty (180) day probationary period per classification unless the employee is transferred to another division as a result of a certification. The probationary period can be extended an additional thirty (30) calendar days by mutual agreement between the City and the Union. During the initial probationary period, the City shall have the sole right to discipline or terminate a new employee provided such action shall not be subject to review under the grievance procedure. No probationary period shall be extended without mutual written agreement of the parties.

32. The City will provide timely 30, 60, 90 and 120, 150, and 180-day evaluations and have employees sign for receipt or indicate refusal to sign. If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provisions of the preceding paragraph. Probationary employees may not file grievances protesting discharge/termination during the employee's probationary period.

ARTICLE 12
SENIORITY

33. Job classification seniority is defined as an employee's length of service while holding the same classification, whether legal or T.A., for job bidding, shift preference, and vacation. City employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire. The type of seniority applied depends upon the question involved as governed by the provisions of this Contract. An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

34. Seniority shall be broken (or terminated) when an employee:

A. Quits or resigns;

B. Is discharged for just cause;

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

D. Is absent without leave for five (5) consecutive working days and fails to give proper excuse or notice of the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee; or

E. Fails to report for work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by certified mail (to the employee's last known address as shown on the City's record).

35. The City will provide the Union with a seniority list of all employees within the bargaining unit twice a year. The seniority list shall contain the name, job classification, department, rate of pay, address and date of classification entry of all employees in the bargaining unit upon request of the Union. The City shall furnish a monthly list to the Union showing name, social security number, address, date of hire, job classification, seniority date, and division of new bargaining unit employees.

36. It is the obligation of each employee to keep the City advised of his current address and telephone number and, for purposes of this Contract, the City may rely on the last address and telephone number supplied by an employee. The Department of Personnel and Human Resources will provide the Union with a monthly list of newly hired full time and seasonal employees each month.

37. An original appointment is the first appointment (hire) of an employee in the classified Civil Service of the City of Cleveland. The appointment shall be any appointment made from an eligible list, created as a result of either a competitive or non-competitive entrance examination, or by the registration of the unskilled labor class. Original appointment shall include all appointments made into the classified service of the City, including regular and temporary appointments, but shall not include the promotional appointment of a City employee pursuant to procedures contained in this collective bargaining agreement.

38. A part-time employee who moves to a full-time position in the same classification shall receive pro-rata job classification seniority and City seniority credit for all time worked as a part-time employee. A part-time employee who moves to a full-time position in a different classification will receive pro-rata City seniority credit for all time worked as a part-time employee. Seniority credited on this basis shall apply only in the case of promotions and/or transfers.

ARTICLE 13
LAYOFFS

39. 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. Seasonal and Part-Time Employees;

B. Civil Service Temporary Appointment;

C. Certified employees who have not completed their probationary period;

D. Certified employees who have completed their probationary period.

40. Before any full-time bargaining unit employee is given notice of layoff, the City and Union will meet for the purpose of attempting to find an available job within the City, within the bargaining unit, which the affected employee is qualified to perform. If any such job is available, the employee will be given the option of accepting said job rather than being laid off. Layoffs shall be in the inverse order of seniority.

41. Employees shall be recalled in the reverse order of layoff. 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 registered mail (to his last known address as shown on the City's records). An employee who is recalled, but refuses the job, shall be removed from the layoff list and shall forfeit all seniority rights, including recall rights.

42. 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.

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

44. The City shall not assign or transfer bargaining unit work to a non-bargaining unit employee or to a volunteer without prior agreement while a bargaining unit employee who is capable of performing the required work is on layoff.

ARTICLE 14
LEAVES OF ABSENCE — GENERAL LEAVE

45. To the extent any leave of absence is granted under this section, all such leaves of absence (and any extensions thereof) must be applied for and granted or denied, in writing, on forms to be provided by the City. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists. If the job to which he is assigned pays a higher rate of pay, he shall receive this rate under Article IL Employee Starting Rates.

46. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the employee may be disciplined up to and including discharge.

47. 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 discipline.

ARTICLE 15
FUNERAL LEAVE

48. An employee will be granted a leave of absence with pay to be charged against his accumulated sick leave with pay, in the event of the death of his spouse, mother, father, grandparents, grandchildren or person who has been in loco parentis to the employee, mother-in-law, father-in-law, child, brother, or sister, as follows:

A. If the funeral is within Ohio — five (5) working days.

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

C. To be eligible for funeral leave, an employee must provide the City with a funeral form and must attend the funeral, and the failure to do so, or a misrepresentation of facts related to a funeral leave, shall be proper cause for disciplinary action

(including forfeiture of pay for the leave). Falsification of funeral leave can lead to discipline up to and including discharge.

ARTICLE 16
COURT LEAVE

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

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

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

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

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 17
MILITARY LEAVE

52. 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.

53. 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.

54. 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.

55. 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:

A. The difference between his/her gross monthly wage or salary as an employee and the sum of his/her gross military pay and allowances received that month; or

B. Five hundred dollars.

56. 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.

57. 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 18
UNION LEAVE

58. At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union

convention or perform any other function on behalf of the Union necessitating a suspension of active employment, 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.

59. An employee elected to a full-time Union office shall be granted a leave of absence for the full term of such office.

ARTICLE 19
EDUCATION LEAVE

60. An employee may be granted a leave of absence without pay for educational purposes relating to the operations of the City. However, such leaves will be granted only upon reasonable notice to the City and if the leave is job related.

ARTICLE 20
MERITORIOUS LEAVE

61. For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for good cause shown for a period not to exceed six (6) months. The granting of such leaves will be based upon the operational need of the employee's department.

ARTICLE 21
SICK LEAVE WITHOUT PAY

62. Effective January 1, 2002, 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 period), 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 period), 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 period), as circumstances allow. Any employee who has been on sick leave beyond three (3) consecutive workdays may be required to submit to and pass a physical examination before being permitted to return to work.

ARTICLE 22
SICK LEAVE WITH PAY

63. Effective January 1, 2002, all regular full-time employees shall be credited with paid sick leave at the rate of ten (10) hours per month or fifteen (15) workdays per year. Employees shall be permitted to take sick time only in increments of one (1) hour. Unused paid sick leave has been cumulative in accordance with the provisions of the Memorandum of October, 1972, and sick leave shall continue to accumulate without limitations.

A. 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 postpartum periods).

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

C. No paid sick leave shall be granted unless the division authority designated by the City is notified of the sickness no later than one (1) hour prior to the employee's scheduled starting time for employees assigned to a crew, and no later than before the employee's starting time for all other employees, 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 either call in on each day off or he may notify the City of the tentative length of his absence.

D. A certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who has been so notified in writing that he has demonstrated a patterned abuse over the preceding months or after any illness requiring hospitalization. The certificate must include: re-employment date, work capable of being performed, all restrictions. An employee shall be required to bring a doctor's certificate for any sickness beyond three (3) days.

The validity of all medical excuses and physician's certificates is 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 (3) year average of earnings, overtime and longevity pay divided by 2,080 hours.

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

G. An employee who is hurt on the job shall have the option of using his paid sick leave, workmen's compensation, sick leave without pay, or his vacation, whichever he prefers. Upon exercising the option to take paid sick leave under this subsection, such absence shall not be charged to sick/absence abuse if the employee provides proper documentation. An employee who elects to take sick leave without pay under this section shall not be required to exhaust the employee's unused accumulated sick leave time prior to taking such leave.

H. 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 employees to furnish a physician's certification as to when such leave shall commence and when the medical disability is ended.

I. Family and Medical Leave Act. The City shall comply with all provisions of the Family and Medical Leave Act. However, any leave provisions under this Agreement which are more beneficial than the leave provisions under the FMLA shall remain in effect. As appropriate, the City will designate an employee's use of paid and unpaid time as Family Medical Leave consistent with the Family and Medical Leave Act, and with the City's current Sick Leave and Leave of Absence Policies.

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 has a serious medical condition, who must have exhausted his own sick leave, vacation and

personal leave and who also must not be on the absence abuse list at the time of the agreement. The following conditions shall apply:

A. An employee may contribute up to a maximum of forty (40) hours of his accumulated paid sick leave but must retain at least one hundred (100) hours of accumulated leave after any contribution. The employee so contributing his paid sick leave shall have such contributed time deducted from his accumulated sick leave balance.

B. 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.

ARTICLE 23
ASSIGNMENT OF WORK — TEMPORARY TRANSFERS

65. All employees shall be required to perform any and all authorized temporarily assigned duties, regardless of their usual or customary duties or job assignment. A temporary transfer shall not exceed thirty (30) working days, except: (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence, (2) to provide vacation relief scheduling, (3) to fill an opening temporarily pending permanent filling of such opening, or (4) to meet an emergency situation. (An impairment of City services which cannot be delayed until the beginning of the next regular workday). The employee shall be given a written notice of said transfer if the work assignment exceeds one (1) week. When an employee is temporarily transferred to another job classification:

If the rate of pay for such other classification is lower than his regular rate, he shall receive his regular rate;

If the rate of pay for such other classification is higher than his regular rate of pay he shall receive fifty percent (50%) of the difference between his pay and the maximum hourly rate of the employee he is replacing if he works in the other classification for one (1) complete day or more;

If an assignment under this section, other than noted exceptions, exceeds thirty (30) days, said opening shall be posted and filled.

66. No employee in the bargaining unit shall hold more than two (2) Civil Service Regular/Legal classifications at any time, with no exceptions.

67. A Streets employee who has successfully bid on a "changeover" job shall retain this position on each successive seasonal changeover.

ARTICLE 24
JOB EVALUATION AND DESCRIPTION

68. The City has the sole and exclusive right to make job evaluations and job descriptions and create job classifications when it deems appropriate. If this evaluation becomes part of his file, the Union shall receive a copy.

69. In the event a new classification is established by the City which the Union believes is related to an existing classification in the bargaining unit, the Union will notify the City in writing and request a meeting. The Union shall bear the burden of proof at said meeting. If an agreement cannot be reached, the matter may be submitted to arbitration for the purpose of determining a rate of pay.

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

71. If a substantial change in a job or position occurs, the City will provide the Union with written notice of the proposed changes and will meet with the Union to discuss said changes upon request. The Union, at this meeting, must demonstrate a significant change as it relates to the skill level now required of the existing classification which would warrant an increase in pay. If the City agrees, a new rate shall be agreed to. If an agreement cannot be reached, the matter may be submitted to arbitration for the purpose of determining a rate of pay.

72. Prior to the broad banding, consolidation or abolition of classifications within the bargaining unit, the City Personnel Director shall meet with the Union for discussion of issues of mutual interest arising out of such action.

73. Upon request of the Union, the City shall provide to the Union the current job description, including minimum qualifications as established by Civil Service and any special requirements reasonably related to the job being performed for all classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the City agrees to provide the Union with a copy of the newly revised job description before it is put into effect. An employee whose job description has been changed shall also be provided a copy of the newly revised job description before it is put into effect.

ARTICLE 25
PROMOTIONS AND TRANSFERS

74. A promotion is defined as an advancement to a classification whose top of pay band is higher than his former title, accompanied by increased duties and/or responsibilities. Whenever the City determines there is a vacancy in a classification within the bargaining unit, and there has been no reassignment (i.e., transfer by seniority), the City shall post a bid notice within the division where the vacancy exists with a copy to the Union at the time of posting. The bid notice shall contain: the classification, job description, minimum qualifications as determined by the City, shift and salary or pay band. The bid notice shall be posted for ten (10) consecutive working days. Employees who meet the minimum qualifications may fill out job bidding forms, with a copy provided to the employee. The City shall award the vacancy to the most qualified applicant within the bargaining unit. The Appointing Authority shall send a notice of the names of all employees who bid and the name of the employee(s) awarded the job after the job is awarded. Only when the qualifications of two (2) or more applicants are equal will the position

be awarded on the basis of seniority. All determinations regarding qualifications remain within the sole discretion of the City. Ten (10) working days thereafter, a notice shall be posted stating who, if anyone, has been awarded the position and a copy of this notice sent to the Union at the time of posting. Bargaining unit employees shall be given preferential consideration when applying for a job bid in the following order:

A. Employees within in the Division from which the bid notices were issued shall be given first consideration; and

B. Employees from within the Department in which the vacancy exists shall be given second consideration.

75. In order to provide continuity of service while filling a job opening, the City shall have the right, pursuant to the temporary assignment provision of the Contract, to fill openings and make transfers on a temporary basis pending the selection of employees for a job under these provisions.

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

A. A vacancy in a work location to be filled by an employee from another work location in the same classification.

B. 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.

C. A vacancy on a shift to be filled by an employee on the same shift within the same operational work unit in the same classification (lateral transfer). The preceding types of vacancies shall be awarded to the most senior employee, provided he has the ability to perform the work. The City reserves the right to choose the most qualified person if operational needs dictate an exception.

D. A vacancy in a classification within the bargaining unit to be filled by an employee holding a lower classification. These positions will be awarded to qualified applicants within the bargaining unit.

77. The Employer shall consider the following factors to determine the qualifications of applicants:

A. Seniority;

B. Past performance/work-related experience/demonstrated abilities/previous temporary transfer;

C. Work-related experience with another employer (where such information is provided by the employee);

D. Aptitude;

E. Education/training;

F. Prior discipline imposed during the two year period immediately preceding the date of the bid notice;

G. Lack of interest/failure to follow through;

H. Opinion of supervisors, judgment of applicant's knowledge, skills and ability;

I. Past attendance record (if the employee applicant has been suspended for attendance-related misconduct during the six month period immediately preceding the date of the bid notice or for violation of the City's Absence Without Leave Policy during the twelve month period immediately preceding the date of the bid notice; and

J. Any special requirements reasonably related to the bid position.

78. The City will consider seasonal employees for full-time positions after exhausting all full-time internal bargaining-unit candidates. The City will consider the work records and attendance records of these employees.

ARTICLE 26
HOURS OF WORK

79. The normal workweek for regular full-time employees shall be forty (40) hours of work in five (5), eight (8) hour days, exclusive of time allotted for meals, during the period starting 12:01 a.m., Monday to midnight Sunday, except where different hours are necessary to meet operational requirements. The City reserves the right, as operational needs and conditions

require, to establish and change hours of work and schedules of hours. Before a change takes place, the City will consult with the Union. If the Union is not satisfied with the discussion, it may appeal the decision prior to the implementation of said change directly to the Mayor's Executive Secretary.

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

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

82. 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.

83. No employee shall be required to work more than sixteen (16) hours in a twenty-four (24) hour period (except as set forth in Paragraph 84).

84. At the discretion of the Commissioner of the Division of Cleveland Public Power, employees in that Division who are required to work more than sixteen (16) consecutive hours shall not be required to work the first four (4) hours of their next regular shift, provided said shift begins within eight (8) hours of the time the employee was relieved. Affected employees will not lose pay for the time they are not required to report for work.

ARTICLE 27
OVERTIME

85. The City shall be the sole judge of the necessity for overtime. When overtime is required, the City shall offer the available overtime to employees within the same classification within the same division, in accordance with their seniority. All non-emergency overtime shall be voluntary and an employee will be excused for a personal emergency if a replacement can be obtained in time to meet the City's emergency. The City may also use supervisors to perform overtime bargaining unit work in emergencies, for instructional purposes, or when all available bargaining unit members refuse such overtime. For the purpose of this paragraph, an emergency is defined as any impairment to City services or operations which cannot be delayed until the beginning of the next regular workday. Before any temporary, part-time or seasonal bargaining unit employee is offered or assigned overtime work, all full-time employees in the same classification in the same work location must first have been offered the overtime opportunity to perform the bargaining unit work. Before any employee outside the bargaining unit is offered available overtime while working under temporary transfer status in a bargaining unit position, such overtime shall be offered to all full-time bargaining unit employees first, then to all temporary, part-time or seasonal bargaining unit employees, if applicable. When this procedure has been exhausted, only then may the City assign non-bargaining unit employees to perform the required work.

86. The City shall equalize all overtime among employees within the same classification within the same division and operational work location/unit, in accordance with job classification seniority on a continuing basis. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution. If a situation exists where overtime must be performed and all the

employees that are asked refuse, the City shall assign the overtime based upon reversed seniority (least senior man).

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

88. All employees in the job classifications covered by this Contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) in one (1) workweek or eight (8) in one (1) day.

89. All employees in the job classifications covered by this contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on holidays.

90. Paid holiday hours, and paid vacation hours shall be counted as hours worked for the purpose of computing overtime, unless the holiday hours or vacation hours are not part of the employee's regular workweek.

91. 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.

92. Overtime Stipulation — All overtime is to be authorized and shall be worked and credited in allotments or segments as follows:

Time Worked	Overtime Credited
1 - 15 minutes:	15 minutes
15 minutes or more:	actual time worked

93. A Waste Collector assigned to work on a residential waste collection route on task system shall receive premium pay at the time-and-one-half rate for all hours worked if after the completion of his task that employee is assigned work at another waste collection station.

ARTICLE 28
DOCKING

94. The City will dock employees on the basis of one-tenth (1/10th) (or six (6) minutes) per hour. If an employee is one (1) hour or more late, he shall be sent home without pay and disciplined. However, if the supervisor determines there was an unusual circumstance, the employee may be permitted to work.

ARTICLE 29
SHIFT ADJUSTMENT

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

ARTICLE 30
EQUALIZATION OF OVERTIME

96. The City shall be the sole judge of the necessity for overtime. Non-contiguous and non-emergency overtime shall be offered to employees within the same classification, within the same operational work unit, in accordance with job classification seniority.

97. Contiguous overtime work will be assigned to those employees who performed the work involved during the applicable workday or shift. 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, and declared by a Director, which will be subsequently confirmed in writing. However, an employee may be excused from contiguous overtime or emergency overtime, provided a replacement can be obtained in time to meet the City's emergency.

98. Overtime shall be equalized on a continuing basis. The City shall credit employees for all overtime hours worked and/or for all overtime hours offered for which employees have declined or failed to work for any reason. Employees who are on an approved leave of absence

shall be credited with overtime hours for purposes of overtime equalization as if they were on active status.

99. A record of all overtime hours worked by each employee shall be recorded on a list by the City and the Supervisor, Timekeeper, or Payroll Clerk keeping the record, shall make the overtime record available to the employees or the Union upon request. All overtime hours shall be recorded on a daily basis by the City.

ARTICLE 31
LONGEVITY PAY

100. Longevity is tenure with the City while in a pay status. Time in authorized leaves of absence shall be deducted for the 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 1 of that year, and the employee must have been in a pay status at some time between January 2 and March 1 of that year.

101. On or before March 31 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

102. If an eligible employee wishes to receive his or her longevity pay at the time of taking vacation, the employee shall advise his supervisor of this request by February 1 of each year. If the employee does not make a written request for payment of the longevity pay at the time of taking vacation, the longevity pay will be paid on or before March 31 of each year in accordance with the general City schedule.

103. Full-time employees who share dual classifications, one of which is not compensable for longevity, and one which is, will be entitled to pro-rated longevity payments, as long as the employee works in a non-craft title between January 1 and March 1 of that year.

104. Crafts classification time is not to be used in determining the amount of payment; therefore, an employee must work the required years in qualifying positions to be eligible for any payments.

ARTICLE 32
SHIFT PREMIUM

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

1st Shift:	The majority of his normal hours of work falls after 7:30 a.m. and before 3:00 p.m.
2nd Shift:	The majority of his normal hours of work falls after 3:00 p.m. and before 12:30 a.m., receives a shift premium of thirty-five cents ($.35) per hour.
3rd Shift:	The majority of his normal hours of work falls between 12:30 a.m. and 7:30 a.m., receives shift premium of thirty-five cents ($.35) per hour.

106. Employees equally rotating between all three shifts shall receive thirty-five cents ($.35) per hour. Employees who work an irregular/staggered shift shall receive a shift premium of thirty-five cents ($.35) per hour. All shift premiums are paid on a straight-time basis only.

107. An employee assigned to one shift who works any amount of overtime into another shift shall continue to receive his normal shift premium, if applicable.

ARTICLE 33
HOLIDAYS

108. 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
(Third Monday in January)	Thanksgiving Day
President's Day	Christmas Day
Memorial Day	
Independence Day	

109. 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 two (2) days prior to the date being requested. The two-day advance request requirement may be waived, based on City discretion, in the event of an employee's emergency situation. If the operating needs of the department cannot be met because there are too many requests for a specific day, or for any other reason, the requests will be considered and approved in accordance with seniority guidelines. A new hire cannot use a floating holiday during his probationary period.

110. To be entitled to holiday pay, an employee must work his or her last scheduled work day before and first scheduled work day after the holiday unless on an approved vacation, funeral leave or personal day or sick day where the employee has presented a certificate from a licensed physician immediately upon return to work.

111. For all employees who work a Monday through Friday work schedule, if any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. For employees who work a schedule which is other than Monday through Friday, if a holiday falls on such an employee's regular day off, he or she will receive another day off in the work week, either immediately preceding or succeeding the day of the holiday. If said holiday falls on what

otherwise would be the employee's regular work day, the affected employee shall be given the day of the holiday off as a normal paid holiday. Notwithstanding the above, if it is necessary to have any employee work on any of the holidays cited herein, he or she shall receive one and one-half times his or her regular hourly rate of pay for all hours worked on a holiday in addition to the holiday pay.

112. A bargaining unit employee shall be permitted to take PH-Day time in one (1) hour increments in the event of an employee emergency and with the prior permission of the Appointing Authority based upon operational needs.

ARTICLE 34
VACATIONS

113. 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 31 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

114. 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 31 of the previous year shall receive one (1) workday off for each month worked prior to December 31 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. For vacation service credit accrual purposes, an employee's continuous employment is defined as the period of time during which he is continuously listed as an employee on the rolls of the City, including authorized paid leaves of absence.

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

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

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

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

G. An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year, shall earn vacation leave at the rate for which he is eligible, based on length of service, as follows: one (1) day per month, not be exceed ten (10) days, eight (8) years, but less than twelve (12) years of service — one and one-half (1-1/2) days per month, but 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.

H. An employee may use any vacation leave earned prior to December 31 of the preceding year. Vacation leave being earned currently in any calendar year may not be used until after December 31 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 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 as quickly as possible, but not later than ten (10) days after the layoff or termination.

K. The estate of a deceased employee shall receive payment for any unused 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 the full preceding calendar year, providing he returns to duty within six (6) months of discharge from military service.

N. 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.

O. An employee who is discharged shall not receive any terminal vacation. An employee who quits without giving notice, at least a two (2) week notice in writing, may have his terminal vacation leave withheld, at the discretion of the supervisor.

115. 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 written vacation schedule (by division) will be prepared by the City with priority given to employees according to their divisional or job classification seniority to the extent consistent with operational requirements. Once the divisional 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.

116. Any employee who moves from a craft position to a permanent non-craft position within the bargaining unit on or after January 1, 2008 shall be entitled to a vacation allotment based on continuous total years of service with the City of Cleveland as of the employee's date of hire with the City.

ARTICLE 35
CALL-IN PAY

117. 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 two (2) hours of work at his applicable rate of pay. If an employee is called in and works more than two (2) hours, he shall receive pay for eight (8) hours. If the call-in hours flow into his normal work time, he shall be paid premium pay only for all hours actually worked in excess of eight (8) in one (1) day.

ARTICLE 36
HEALTH COVERAGE
HOSPITALIZATION/SURGICAL

118. 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.

Health Care Benefits

A. The City shall provide health insurance as summarized in the plan design attached to the Agreement as Addendum III.

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

(1) Effective June 1, 2011, employee monthly contributions shall be deducted from the member's wages as follows:

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

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

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

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

120. An employee designated suspended discharge or AWOL resigned shall continue to have his health and life insurance in effect. An employee on an authorized physical disability leave, who has exhausted his paid sick leave, shall continue to have his hospitalization paid by the City for a period not to exceed three (3) months.

ARTICLE 37
LIFE INSURANCE

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

122. An employee, upon retirement, can convert this coverage under the terms of the carrier. An employee placed on disability retirement can have his premiums waived (paid up) upon review by the carrier.

ARTICLE 38
DENTAL INSURANCE

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

ARTICLE 39
VISION INSURANCE

124. The City shall issue a request for proposals to provide a vision care benefit for all employees. The City shall begin this process as soon as practicable.

ARTICLE 40
AUTO INSURANCE RIDER

125. An employee using a City vehicle either to and from work or after work hours will be required to carry an insurance rider on his personal policy.

ARTICLE 41
PAY DAY

126. 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.

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

B. 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.

C. City time is not to be used for cashing a paycheck.

D. The City will process any paycheck error of $100 or more within three (3) working days, if possible.

E. The City will notify the Union of any changes in the above provisions five (5) days in advance of such a change.

F. Wage increases shall be effective: (a) At the beginning of the pay period, if April 1st falls in the first week of the pay period; or (b) At the beginning of the next pay period, if April 1st falls in the second week of the pay period.

ARTICLE 42
DISCIPLINE

127. Discipline is defined as any verbal or written warning, suspension, or demotion for just cause. Whenever the City determines that an employee may be subject to discipline, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written testimony. The City shall notify the affected employee and his/her Union representative of the day and time of the conference and the incident for which discipline is being considered. The employee's Union representative shall be present at the pre-disciplinary conference unless otherwise agreed between the City and said employee and his representative. Any such agreement shall be reduced to writing, signed by both parties and submitted to the City for the record. An employee may also elect, in writing, to waive the opportunity for a pre-disciplinary conference.

128. 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.

129. 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.

130. 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.

131. 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.

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

133. The City may discharge an employee for serious misconduct, including, but not limited to, the following:

(a) theft of City property;

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

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

ARTICLE 43
GRIEVANCE PROCEDURE

134. 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.

135. 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.

136. 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).

137. **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, Local Union Official, and 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 Union Official. 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.

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

139. **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 Staff 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 Staff Representative and to the Local Union President.

140. **Step 4:** If the grievance is not satisfactorily settled at Step Three (3), the Union may, within thirty (30) calendar days in the case of grievances appealing an employee discharge, and within thirty (30) working days in the case of all other grievances, submit the matter to final and binding arbitration. The Union shall notify the City of its intent to arbitrate the grievance. Within ten (10) calendar days thereafter, the parties shall meet and attempt to mutually agree upon an arbitrator. If no agreement can be reached, the Union shall within ten (10) calendar days after the meeting, notify the American Arbitration Association (AAA) and the City at the same time of its intent to arbitrate the grievance. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employee, his Union representative, and any necessary witness(es) shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding. The Union will provide the City with twenty-four (24) hours' advance notice of employees required to testify.

141. 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.

142. All grievances which have been appealed to arbitration will be referred to mediation unless either party determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases which have first been mediated.

143. Within sixty (60) days of ratification of April 1, 2004 through March 31, 2007, Collective Bargaining Agreement, the parties shall mutually agree to a panel of five (5) mediators to serve

in the capacity of grievance mediators. Panel members must be experienced mediators and/or arbitrators with skills in mediation. Mediation panel members may not serve as arbitrators.

144. Each member of the mediation panel will be asked to provide a schedule of available dates and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day. Mediation shall be scheduled on a rotating basis among the panel members to the extent the mediator is available and his/her schedule allows.

145. Representatives designated by each party shall have the right to be present at the mediation conference. Each party will have a representative vested with full authority to resolve the issues being considered.

146. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediators will be returned to the party at the conclusion of the mediation hearing.

147. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced in to evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

148. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

149. If a grievance remains unresolved at the end of the mediation session, the mediator will provide an oral advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

150. The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.

151. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. Fees and expenses for grievance mediation shall be shared equally by the parties.

152. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances concerning 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 to, to subtract from, disregard 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 in writing within thirty (30) calendar days after submission of the case to him.

153. 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.

154. All decisions of arbitrators consistent with the above language 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
REPORT PAY

155. Employees reporting to work who have not been notified not to report shall be given two (2) hours' work or receive at least two (2) hours' pay. The parties shall comply with relevant provisions of the Fair Labor Standards Act with respect to a standby status.

ARTICLE 45
MILEAGE

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

ARTICLE 46
PERSONNEL RECORDS

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

ARTICLE 47
UNIFORMS

158. The City agrees to provide employees either with uniforms or an annual uniform allowance in the amount of $300, at the City's option. Further, the City agrees, at its option, either to provide maintenance services or to provide an annual uniform maintenance allowance in the amount of $150. Effective in 2009, the City agrees to provide all regular full-time employees with a work boot allowance of $100.00 to be paid on or before March 1 annually. Employees must wear boots of a design and quality designated by the City or be subject to disciplinary action. The City agrees to provide a pro-rated uniform and maintenance allowance to employees commencing upon completion of their probationary period in accordance with the rates identified in the May 21, 1996 Side Letter (date based on conclusion of probationary period) unless the employee is required to wear a uniform during the probationary period, in which case the pro-rated amount will be based on the employee's date of hire. Transferring

employees will either be provided with new uniforms or a uniform allowance, or will not be required to wear a uniform.

159. The standard date established for making all uniform payments shall be on or before March 1st, annually. All employees shall be required to report to work in a uniform designated by management. Employees provided with uniforms or uniform allowance and/or appropriate safety gear, must report to work in said attire and in uniforms that are in an acceptable condition as determined by the City. Failure to do so will result in progressive discipline.

ARTICLE 48
PARKING TICKETS

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

ARTICLE 49
SPECIAL RATES

161. Employees carrying the title Street Sweeper - Waste Collection shall be paid twenty-nine cents ($.29) less than the maximum rate of Waste Collector.

162. A laborer working on the Oil Distributor shall receive the Tire Shredder rate of pay.

163. Those employees holding the classification of Grounds Maintenance Worker and Cemetery Maintenance Worker I, shall no longer be considered seasonal employees and shall retain all layoff rights contained in this Contract.

164. The tunnel rate for employees in the Division of Engineering and Construction is twenty-five percent (25%) of that employee's rate of pay. It is treated the same way as shift differential straight-time only.

165. Employee who operates a front-end loader or backhoe in the Department of Parks, Recreation and Properties shall receive $3.80 per hour above their basic rate. This rate will be increased to $4.30 per hour effective upon ratification (December 1, 2008).

166. Laborers who presently comprise concrete or curb cutting crews or become part of same crews shall be paid $2.00 an hour above the top of the M.S. Laborer's rate of pay for all assigned hours. However, M.S. Laborers working on a concrete crew in the Division of Streets shall receive this $2.00 an hour increase for one-half (1/2) the hours and sixty-six and two-thirds percent (66 2/3%) of the Jackhammer rate for one-half (1/2) the hours, for each day worked on such a crew. M.S. Laborers working on a concrete crew in the Division of Cleveland Public Power shall receive their regular hourly rate for one-half (1/2) the hours and eighty percent (80%) of the Jackhammer rate for one-half (1/2) of the hours, for each day worked on such a crew.

167. Effective upon ratification, employees assigned to a basin crew shall receive a one dollar and twenty-five cents ($1.25) per hour premium for all hours worked in that capacity. The City retains discretion in selecting those employees who work as part of a basin crew.

168. Any classified craft work actually performed by a Laborer shall be paid eighty percent (80%) of said craft rate for all hours worked. Supportive work, i.e., moving materials/supplies or assisting a craftsman in a laboring capacity, does not meet the definition of crafts work.

ARTICLE 50
EMPLOYEE STARTING RATE

169. A newly-hired employee shall start at a scale of two dollars ($2.00) per hour below the top of the band in the classification in which he/she is hired. Six (6) months hence, he/she shall be given a twenty-five cent ($.25) per hour increase and for each following six (6) month period, he/she shall be given a twenty-five cent ($.25) per hour increase until he/she reaches the top of

the pay band. Also, any negotiated increase during the four (4) year period shall automatically be added to his/her wages at the time specified in the Contract.

Start:	$2.00 per hour below the top of the pay band, plus any negotiated increase.
After 6 months:	$1.75 per hour below the top of the pay band plus any negotiated increase.
After 12 months:	$1.50 per hour below the top of the pay band, plus any negotiated increase.
After 18 months:	$1.25 per hour below the top of the pay band, plus any negotiated increase.
After 2 years:	$1.00 per hour below the top of the pay band, plus any negotiated increase.
After 2-1/2 years:	$ .75 per hour below the top of the pay band, plus any negotiated increase.
After 3 years:	$ .50 per hour below the top of the pay band, plus any negotiated increase.
After 3-1/2 years:	$ .25 per hour below the top of the pay band, plus any negotiated increase.
After 4 years:	the top of the pay band.

170. If the one hundred and twenty (120) day probationary evaluation applicable to lateral transfers or promotions, as required under the terms of this Agreement, results in failure to successfully complete the probationary period for lateral transfers or promotions, the affected employee will revert to his/her prior classification at his/her previous pay status.

171. An employee of the City who is transferred into a classification in the 1099 bargaining unit governed by this section shall advance to a pay level in the above schedule which is the pay level immediately above the pay level of the job from which he was transferred. Employees in the bargaining unit who change from one classification to another shall likewise be slotted into

the above schedule at the pay level immediately above their existing rate of pay. Employees shall thereafter advance automatically under the above schedule at the times indicated.

ARTICLE 51
LEGALITY

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

ARTICLE 52
WAGES

173. It is the general policy of the City that no new employee will start at a higher rate than another employee in the same classification. If an individual increase above the general increase is contemplated, the City will advise the Union prior to implementing said action.

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

175. Employees not on the active payroll at the time the contract is executed are not entitled to retroactive payments of wages or other monetary benefits.

176. The hourly pay rate for part-time Municipal Service Laborers, Waste Collectors and Radio Operators shall be fixed at two dollars ($2.00) below the top of their pay band.

ARTICLE 53
HEPATITIS IMMUNIZATIONS/WORKING CONDITIONS

177. It is agreed that grievances that protest unsafe working conditions shall be expedited with same day investigation by the Personnel Department's Office of Accident and Safety Control. If

the employee has notified his supervisor of an alleged unsafe condition, the employee shall not be required to perform the work but shall be assigned alternative duties without loss of pay.

178. Upon request, the City shall provide Hepatitis B vaccines (3-dose series) for Practical Nurses and employees, seasonal and regular, assigned to work in solid waste collection and disposal, dead animal collection on pick-up truck, sewer maintenance and vacant lots.

ARTICLE 54
LABOR MANAGEMENT COMMITTEE

179. Upon request, the City shall convene a Labor Management Committee ("LMC") comprised of no more than three (3) representatives of the City and three (3) representatives of the Union. Unless mutually agreed otherwise, LMC meetings will be held no more than once per calendar quarter.

ARTICLE 55
DURATION

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

181. This Agreement shall be effective as of the date of ratification, and shall remain in full force and effect through March 31, 2013. This Agreement (including any and all exhibits, riders and attached letters) supersedes all prior agreements (including any and all exhibits, riders and attached letters) and also supersedes all past practices. In addition, this Agreement supersedes state law on all subjects and matters covered by this Agreement to the extent permitted by Chapter 4117 of the Ohio Revised Code.

ARTICLE 56
DISPUTE SETTLEMENT PROCEDURE

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

183. IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of November, 2011.

CITY OF CLEVELAND

MAYOR FRANK G. JACKSON

BARBARA A. LANGHENRY,
INTERIM DIRECTOR OF LAW

11/10/11
DEBORAH SOUTHERINGTON,
DIRECTOR, DEPARTMENT OF
PERSONNEL AND
HUMAN RESOURCES

11/10/11
NYCOLE D. WEST,
LABOR RELATIONS MANAGER,
DEPARTMENT OF PERSONNEL
AND HUMAN RESOURCES

Date _____

MUNICIPAL FOREMEN AND
LABORERS' UNION,
LOCAL 1099, AFL-CIO

PAUL WELLS, JR.
BUSINESS MANAGER

PATRICIA KING,
SECRETARY-TREASURER

Date Nov 8, 2011

1604-11-04

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

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

controlled chemical substance. The circumstances supporting an allegation warranting reasonable suspicion testing shall be reduced to writing, signed by the supervisor, and copies 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.

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

test, or otherwise refusing to follow the established testing procedure and/or guidelines, shall be grounds for discharge.

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

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.

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

Practical Nurse
Arborist I

CRAFTS ADDENDUM II
SUPERVISORY AND NON-SUPERVISORY
COLLECTIVE BARGAINING AGREEMENTS

This Addendum Between the City of Cleveland (hereinafter referred to as the "City") and Local 1099, Municipal Foremen and Laborers' Union (Chartered: Municipal, County & State Employees Union Local 1099, AFL-CIO) (hereinafter referred to as the "Union" or "Local 1099") covers all employees as stated herein. The contractual relationship between the City and the Union shall be governed by the main collective bargaining agreements between the City and the Union for supervisory and non-supervisory employees. The purpose of this Addendum is to more specifically explain those areas which are unique to employees in the crafts classifications and/or to make any amendments from previous collective bargaining agreements, addenda, or understanding.

The Job classifications as stated below are recognized on sole and exclusive basis and are considered crafts positions.

Supervisory

Asphalt Construction Foreman
Paving Foreman
Superintendent of Construction Equipment

Non-Supervisory

Paver
Asphalt Raker
Asphalt Tamper
Bricklayer Helper
Curb Cutter/Setter
Jackhammer Operator

A tradesman hired as an emergency employee thirty (30) days or less, or as a sixty (60) day transitory 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 for the period employed by the City.

Wages

1. Current crafts employees on the payroll prior to May 1, 1993, receive no fringe benefits and are paid one hundred percent (100%) of the applicable prevailing wage rate as otherwise described herein.

2. Employees hired after May 1, 1993 shall receive 66 2/3% of the current prevailing wage rate as established by Municipal Foreman & Laborers Union, local No. 1099 and the City of Cleveland. Such rate shall include all negotiated fringe benefits offered by the City as stated in

the current collective bargaining agreements between the City and Local 1099 for supervisory employees and non-supervisory employees.

3. The current wage rates (as established as of April 2, 2006), shall be increased per the general wage increases of Article LIII.

4. The City agrees to pay the Asphalt Tamper rate to an employee performing as a Patch Mobile Operator.

Union Referral

The City further agrees that any addition or new hires of emergency or transitory crafts personnel, or any replacement required because of attrition (resignation, retirement or death) may be made through the use of the Union referral system.

Civil Service

The role of the Civil Service Commission shall be limited as it is defined in the collective bargaining agreements between the City and Local 1099 for supervisory and non-supervisory employees.

Uniforms

The City agrees to provide employees either with uniforms or an annual uniform allowance in the amount of $300.00, at its option. Further, the City agrees, at its option, either to provide maintenance services or to provide an annual uniform maintenance allowance in the amount of $150.00. Such employees shall be covered under Article 47 of the non-supervisory employees collective bargaining agreement and Article 48 of the supervisory employees collective bargaining agreement insofar as their duties and responsibilities regarding such uniforms.

ADDENDUM III -
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	100% not subject to deductible

Panel and Urinalysis (Ages nine and over, one each per benefit period):	
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

III. 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.

LETTER OF UNDERSTANDING - I

December 8, 1995

Mr. Paul Wells
President & Business Manager
Municipal Foremen & Laborers
Union, Local No. 1099
3250 Euclid Avenue, Room 260
Cleveland, Ohio 44115

Re: Promotions and Transfers

Dear Mr. Wells:

In Promotions and Transfers, Paragraph 60, Subsection 4, the parties agreed during negotiations that promotions will be awarded on the basis of three (3) bargaining unit members for every four (4) openings in a classification. The parties also agreed that bargaining unit employees within the Division from which the bid notices were issued shall be given first consideration when applying for a job bid.

Very truly yours,

CITY OF CLEVELAND

By: _____

LETTER OF UNDERSTANDING II

December 8, 1995

Mr. Paul Wells
President & Business Manager
Municipal Foremen & Laborers
Union, Local No. 1099
3250 Euclid Avenue, Room 260
Cleveland, Ohio 44115

Re: Management Rights

Dear Mr. Wells:

The City and the Union agreed to the following Manangement Rights language, which is contained in Paragraph 6 of the agreement:

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

As agreed, it is the parties' mutual interpretation of paragraph 6 that the City has no obligation to negotiate on the exercise of those rights clearly provided to the City in the collective bargaining agreement during the term of the Agreement. However, the City is obligated to meet and negotiate with the Union regarding any City decision which reaches beyond clear contractual rights prior to taking action.

Very truly yours,
CITY OF CLEVELAND

By: _____

LETTER OF UNDERSTANDING III - WEST SIDE MARKET

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

Full-time personnel assigned to the Market shall be on a workweek consisting of four (4) ten (10) hour days occurring on Monday, Wednesday, Friday and Saturday. Overtime on these four (4) days shall be after the ten (10) hours have been worked. Vacation time shall be earned per our contract. Vacation usage shall be recorded based upon hours utilized rather than days.

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

LETTER OF UNDERSTANDING - IV

September 15, 1992

Mr. Paul Wells
President & Business Manager
Municipal Foremen & Laborers
Union, Local No. 1099
3250 Euclid Avenue, Room 260
Cleveland, Ohio 44115

Re: Sabbatarians

Dear Mr. Wells:

During negotiations, the City of Cleveland and the Union agreed that employees shall have the right to decline to work on scheduled make-up Saturdays because of established religious belief. However, the City may require documentation of such belief.

Very truly yours,

CITY OF CLEVELAND

By: _____

LETTER OF UNDERSTANDING

December 8, 1995

Mr. Paul Wells
President & Business Manager
Municipal Foremen & Laborers
Union, Local No. 1099
3250 Euclid Avenue, Room 260
Cleveland, Ohio 44115

Re: Special Improvement District (SID)

Dear Mr. Wells:

The City agrees that if a Special Improvement District (SID) is created in an area in which the Union would otherwise provide services, no layoff of Union members will occur specifically as a result of the creation of the SID.

Very truly yours,

CITY OF CLEVELAND

By: _____

LETTER OF UNDERSTANDING VI - LAYOFFS

The parties agree that if a "prior agreement" cannot be reached regarding the use of volunteers under Paragraph 44, either party may submit the competing proposals to arbitration, wherein the arbitrator shall select the most reasonable proposal.