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AGREEMENT

BETWEEN

CITY OF CLEVELAND

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(Security Officers)

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 the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "Union") which represents employees as specified herein. Specifically, the Agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

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

ARTICLE 2
RECOGNITION

(3) The Union is recognized as the sole and exclusive representative for full time employees in the following position classification(s), but excluding all supervisors as defined in Chapter 4117, Ohio Revised Code, for the purpose of establishing rates of pay, wages, hours, terms and conditions of employment:

Security Officer

ARTICLE 3
MANAGEMENT RIGHTS

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

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

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

(c) Maintain and improve the efficiency and effectiveness of City operations.

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

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

(f) Determine the adequacy of the work force.

(g) Determine the overall mission of the City.

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

(i) Privatize or subcontract services.

(j) Manage the work force.

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

(5) The City reserves the right to implement new or revised existing policies which do not conflict with the expressed terms of this Contract.

(6) Notwithstanding Chapter 4117.08 of the 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 Article 4117.08 (C) of the Revised Code or pursuant to this Article of this Agreement.

ARTICLE 4
NO-STRIKE

(7) 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 including, influencing, or coercing a change in wages, hours, terms, and conditions and employment for the duration of this Contract or any extension thereof.

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

(9) Further, it is understood that the security employees covered by this Contract may be required, as part of their regular duties, to guard City property during labor disputes, and to keep such property secure during such labor disputes. It is understood that such security employees shall not be required to cross picket lines under threat of damage to life or limb, but shall immediately notify their superior of any such threat, and the City shall provide for safe conduct for such employees.

ARTICLE 5
NON-DESCRIMENATION

(10) 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, creed, national origin, sex, disability, or age.

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

(12) The Union, its officers, and members, shall not intimidate or coerce any employee(s) into: (a) joining or remaining members of the Union; or (b) participating either as a grievant or witness in any grievance procedure.

ARTICLE 6
UNION SECURITY AND CHECK OFF

(13) All non-probationary employees covered by this Contract shall be required to pay dues in an amount determined by the Union. Employees are not required to join the Union as a condition of employment, however, non-probationary employees, shall, during the term of this Contract, be subject to pay a service fee in an amount not to exceed the Union dues for the purposes of administering the provisions of this Contract. The Employer shall deduct dues or fair share fees as appropriate.

(14) It shall be the responsibility of the Union to establish the amount of such a service fee, and to notify all affected employees of the established service fee. The Union shall notify the City of the amount of said service fee, and the names of the affected employees. The Union must provide the City with at least thirty (30) days advance notice of any change in the fair share fee amount or other voluntary contribution amounts. The City shall deduct this amount from the pay of said employee(s) and remit it to the Union. The Union shall indemnify and save the City harmless from any and all legal actions brought by an employee against the Union, the City, or the Union and the City jointly as the result of the enforcement or required compliance with this provision.

(15) 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.

(16) 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 disposition of all funds deducted.

(17) 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 7
UNION REPRESENTATION

(18) The City recognizes the right of the Union to select negotiators, a Union Director, Alternate Union Directors, and a Union Staff Representative to represent employees.

(19) The Alternate Union Directors shall act as Union Director in the absence of the Union Director. It is the responsibility of the Union to have the Union Director, an Alternate Union Director, or the Union Staff Representative assigned to each shift. The Union shall be permitted to assign one individual per shift (from among the Union Director, Alternate Union Director, and the Union Staff Representative) to represent its members, except that the Union shall be permitted to assign two individuals to cover the second shift. The Union Staff Representative may act in place of the Union Director or an Alternate Union Director. The Union Director and Alternate Union Director shall not be transferred from their respective shift during their term of office without mutual agreement between City and the Union.

(20) The Union shall annually provide the Director of the Department of Personnel & Human Resources and the Chief of Security for the Department of Public Utilities with written notice of the identity of all of its Union Directors and negotiating team members and shall provide notice of any changes to the identity of the individuals within 10 working days of the change.

(21) The Union Director or an Alternate Union Director shall be permitted to investigate and process grievances in any work location and attend meetings without loss of regular straight-time pay. The Union shall be permitted to investigate and process representational areas of employment. The Union Director and Alternate Union Director shall be permitted to attend meetings on a regular straight-time pay. Such activity will be with proper

regard to the City's operational need and work requirements as determined by supervision. 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 about the institution, or any employee, or other person.

(b) All notices or other materials posted on the bulletin board must be signed by the Union Director, an Alternate Union Director, or the Union Staff Representative;

(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 provision; but the Union shall have the right to grieve such action through the Grievance Procedure.

ARTICLE 8
UNION VISITATION

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

ARTICLE 9
SENIORITY - PROBATIONARY PERIOD

(23) Job classification seniority is defined as an employee's length of service while holding the same classification. The employee shall receive credit for all time spent on the City's payroll in that classification. Job classification seniority will be used to determine shift and posts/floater position(s) bids by way of a bidding process. The bids will be conducted annually during the month of November and will become effective the first pay period of the next calendar year. The City, however, shall possess the right to assign individuals among the following three posts without regard to seniority: the City's Public Utilities Building (i.e., 1201 Lakeside Avenue), Cleveland Public Power (i.e., 1300 Lakeside Avenue), and The Julius Ciaccia Jr. Information and Technology Center. The City can transfer an employee from a bid position (i.e., cancel his or her location bid selection) for operational reasons. The City shall notify a transferred employee of the basis for the transfer and such transfer decisions shall not be arbitrary or capricious.

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

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

(a) 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 calendar days and fails to give proper excuse or notice of the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee;

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

(26) 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 and 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.

(27) The City will provide the Union with a list of all employees within the bargaining unit, listing name, job classification, department, date of hire, and date of classification not more than twice a year upon request by the Union.

(28) It is the obligation of each employee to keep the City advised of his or her current address, and, for purposes of this Contract, the City may rely on the last address supplied by an employee. In addition, between December 15th and January 1st of each year, each bargaining unit member shall provide the Chief with written confirmation of the one telephone number (e.g., home, cell, other) that the City can rely on for purposes of complying with or enforcing any provision of this Agreement.

(29) Newly hired employees shall be on a 180-day probationary period. Said period may be extended an additional thirty (30) days upon the consent of the Union. Discharge of an employee prior to completion of the probationary period shall not be subject to the Grievance Procedure.

ARTICLE 10
LAYOFF AND RECALL

(30) Any layoff and/or recall shall be in accordance with Civil Service Rules and Regulations and City Policy.

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

(a) Temporary employees.

(b) Certified employees.

(32) When a layoff is necessary, certified employees shall be laid off on the basis of classification seniority within their division within the bargaining unit.

(33) When a layoff is necessary, temporary employees shall be laid off on the basis of classification seniority within their division.

(34) Before any full-time bargaining unit employee is given notice of layoff under the above paragraphs, the City and the Union will meet immediately for the purpose of attempting to find an available job within the City which the affected employee is qualified to perform. If any such job is available, the employee will be given the option of accepting it rather than being laid off.

(35) Regular full-time employees shall be given a minimum of ten (10) days advance written notice of layoff indicating the circumstances which make the layoff necessary. Exceptions to the above will be provided for by mutual consent between the City and the Union.

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

(37) The City shall recall employees on a layoff list in the reverse order of layoff. Notice of recall shall be sent to the employee by certified or registered mail and to the Union by regular U.S. mail, facsimile transmission, or any other available form of electronic transmission. The employee shall have a minimum of 10 calendar days from the date the City mails the notice to the employee in which to return to work. Any employee who refuses a recall opportunity or fails to return to work within the time specified in the recall notice shall be removed from the layoff list and shall forfeit all recall and other rights under this Agreement.

ARTICLE 11
LEAVES OF ABSENCE

GENERAL LEAVE

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

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

(40) An employee who fails to report to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to loss of seniority under Article 9.

FUNERAL LEAVE

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

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

(b) I f 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 leave form (to be supplied by the City) and must attend the funeral, or other

obligations related to the death and/or estate, etc., and the failure to do so or a misrepresentation of facts related to a funeral leave shall be proper cause for disciplinary action, up to and including discharge.

JURY DUTY

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

(a) An employee must present verification of his call to jury duty or witness duty.

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

(c) Turn in the amount received as a jury or witness fee to the City treasurer in order to receive his regular pay for this time period.

(43) An employee who is required to appear in court for reasons outside the scope of his employment, other than jury duty, shall be granted vacation time or an excused absence (non-paid) provided that:

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

MILITARY LEAVE

(44) 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.

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

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

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

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

(b) Five hundred dollars.

(48) The employee shall not receive payments under this paragraph if the sum of his/her gross military income pay and allowances received in a month exceeds his/her gross monthly wage or salary as an employee or if the permanent public employee is receiving his/her pay pursuant to Paragraph 46. 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.

PERSONAL LEAVE

(49) For those employees who have completed their probationary period, personal leaves of absence shall be granted without pay for good cause shown for a period not to exceed ninety (90) days. The granting of such leaves will be based upon the operational needs of the employee's department.

EDUCATIONAL LEAVE

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

UNION LEAVE

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

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

(b) Any Union Leave shall not exceed beyond one (1) year.

(c) The approval and authorization of any Union Leave shall be contingent upon operational needs as determined by Management.

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

(53) Collectively, on a calendar-year basis, the Union Director and Alternate Union Directors shall have available to them a total of ten (10) paid days, available in one-day increments, to attend Union conferences and/or Union-training sessions. The Union shall provide the City with at least fourteen (14) calendar days written advance notice of each conference and/or training session. The notice shall include at least the identity of the Union Director or Alternate Union Director(s) attending each conference or training session, the location of the conference or training session, and the length of the conference or training session. The City shall possess the right to deny any request by a Union Director or Union Alternate Associate to attend a Union conference or training session if the City's operational needs cannot be satisfied (e.g., if no other bargaining unit member is available to work the vacant shift(s) on a non-overtime basis, an emergency arises after the initial date of request, etc.). The Union shall use its best efforts not to have its Union Director or Alternate Union Directors attend any Union conferences or training sessions occurring between November 15th and December 31st.

FAMILY MEDICAL LEAVE

(54) As appropriate, the City will designate an employee's use of paid and unpaid time as Family Medical Leave consistent with the Family Medical Leave Act and Sick Leave and Leave of Absence policies.

SICK LEAVE WITH PAY

(55) All regular full-time employees shall be credited with paid sick leave at the rate of ten (10) hours per month or fifteen (15) work days per year. Unused 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 on the first day of the absence on account of sickness. Absences not reported as stated above may be excused by his employer if the Appointing Authority or his designee determine that there were unusual circumstances which were beyond the employee's control. An employee is required to call in on each day off or notify the City of the 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 may be required to bring a doctor's certificate for any sickness beyond three (3) days if so notified by supervision. The validity of all medical excuses and physician's certificates are subject to review by the City. Any reviews or medical examinations by the City shall be done on City time.

(e) Upon retirement or death, an employee, or his legal representative, shall have the right to convert his accumulated 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 as used under P.E.R.S.

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

(g) An employee who is hurt on the job shall have the option of using his paid sick leave, worker's compensation benefits, benefits under the City's injury pay program, or his vacation, whichever he prefers.

(h) Employees shall be permitted to take sick time only in increments of one (1) hour.

SICK LEAVE WITHOUT PAY

(56) 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 reported illness, injury, or pregnancy (including postpartum recovery periods) continues beyond six (6) months, the City may grant additional sick leave under this paragraph upon request. An employee on sick leave is expected to keep the City informed on the progress of his or her illness, injury or pregnancy (including postpartum recovery periods), as circumstances allow. Any employee who has been on sick leave is expected to keep the City informed on the progr2ss of his illness or injury. An employee who has been on medical leave may be required to submit to and pass a physical examination before being permitted to return to work.

VOLUNTARY SICK LEAVE CONTRIBUTION

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

(a) An employee may contribute up to a maximum of forty (40) hours of his accumulated paid sick leave for the term of this Agreement 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) Each employee may receive a maximum of 480 hours of donated sick leave per calendar year.

(c) 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.

(d) 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,

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

(f) Any employee who sells his or her sick leave to another employee shall be subject to disciplinary action up to and including termination.

ARTICLE 12
ASSIGNMENT OF WORK - TEMPORARY TRANSFERS

(58) All employees shall be required to perform any and all authorized duties regardless of their usual or customary duties or job assignment. When an employee is temporarily transferred to another job classification in a higher pay band, he shall receive five percent (5%) hourly increase in pay, or the bottom of such classification, whichever is greater, if he works in the other classification for one (1) complete day or more.

ARTICLE 13
JOB EVALUATIONS AND DESCRIPTION

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

(60) The City will notify the Union of any change in a job classification or title change if it affects the Bargaining Unit. In the event that the name of a classification is changed in the Union's Bargaining Unit and the duties remain substantially unchanged, the Union shall be granted recognition of this new title.

JOB DESCRIPTION

SECURITY OFFICER

(61) Priority responsibility of the Security operations unit is to protect equipment, facilities, materials, and personnel at designated locations throughout the Public Utilities Department.

(62) Uniformed Security personnel may be assigned additional specific duty requirements by the Plant Superintendents through the Security office for their respective locations.

(63) The duties at each location may vary with each shift, however, the same reporting procedures are used at all locations and for all shifts.

(64) All Security Officer positions are uniformed. They work three (3) shifts, seven (7) days per week. Basic duties remain the same regardless of rotating shifts, fixed shifts, or location. Minor differences in the types of duties will occur but will generally fail into the category of "specific duties as assigned."

(a) Screen all visitors, log their destination, including time in and out, on the visitor log sheets, call their destination to ensure that the visitors are authorized to proceed.

(b) Answer questions from visitors and/or employees to the best of their ability or refer them to a source that can answer their questions.

(c) Prepare log sheets, reports, incident reports, and other necessary reports in the course of a duty assignment.

(d) Record in and out traffic of all City vehicles on all shifts at all times and forward said log sheets to the Security Office on a regular basis along with the shift report.

(e) Open necessary gates and doors, at stipulated times secure same gates and doors at stipulated times. Check restricted parking areas in complex, property, or building. Issue internal violations for personnel illegally parked, with copies to the Security Office for their record and follow up action.

(f) Turn on or off various security lighting on properties as required.

(g) Raise and lower the flag if the assigned duty station has the flag responsibility.

(h) Perform checks of adjacent City-owned Public Utilities properties (abandoned or vacated) and pedestrian traffic entering those areas.

(i) Monitor closed circuit TV when it is available for our use or as part of our duties.

(j) Assist in investigations of complaints or incident reports pertaining to the property or to the Department as requested by the Security operations office. Respond to requests for service (i.e., Customer Service, crew assists, gate control).

ARTICLE 14
PROMOTIONS

(65) The City agrees that when a vacancy occurs or a new position is created within the promoted ranks of the Public Utilities Security Department, it will post the minimum requirements for the position and the steps to apply for the position for ten (10) calendar days. A copy of the notice and job bidding form will be sent to the Union. When a vacancy occurs, or a new job is created, employees shall be promoted in accordance with the Rules and Regulations of Civil Service and the City.

(66) In the event a new classification is established by the City which is related to an existing classification in the bargaining unit, the City and the Union shall meet within seven (7) calendar days of the creation of a new classification. If an agreement cannot be reached, the matter may be submitted to arbitration for the purpose of determining a rate of pay.

ARTICLE 15
HOURS OF WORK

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

(68) The City will dock employees on the basis of one-tenth (1/10) (or six (6) minutes) per hour, for the purposes of tardiness.

ARTICLE 16
OVERTIME - PREMIUM PAY

(69) All employees shall receive time and one-half (1 ½) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week (excluding employees on a special work week schedule).

(70) All employees shall receive time and one-half (1 ½) their regular rate of pay for all hours worked in excess of eight (8) in one (1) day during the period of the start of his shift to the beginning of the next shift.

(71) All employees shall receive time and one-half (1 ½) their regular rate of pay for all hours worked on holidays.

(72) 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.

(73) Compensatory time may be accumulated at each employee's discretion to a maximum of forty (40) accumulated hours. Between November 16th and November 30th of each calendar year, each employee shall indicate in writing whether he or she wants to cash out his or her accrued compensatory time in December of that year on a date chosen by the City. If an employee exercises the option to cash out his or her accrued compensatory time for a particular calendar year, he or she shall not be permitted to accrue any additional compensatory time between December 1st and December 31st of that calendar year. Any employee who chooses not to cash out his or her accrued compensatory time for a given calendar year may carry his or her accrued compensatory time balance, of forty (40) hours or less, over to the next calendar year.

(74) Compensatory time shall be paid out as the employee's prevailing wage rate.

(a) Upon discharge, resignation or layoff, or

(b) Upon death of the employee to the employee's estate.

ARTICLE 17
EQUALIZATION OF OVERTIME

(75) The City shall be the sole judge of the necessity for overtime. All overtime is voluntary unless stated otherwise in this article. All overtime shall be classified as either "anticipated overtime" or "emergency overtime." Overtime is determined on a date and shift basis, not on a date, shift, and work location basis. "Anticipated overtime" is defined as all overtime for a particular shift on a particular date for which the City knows there is a need more than eight hours prior to the start of the shift. "Emergency overtime" is defined as all overtime that is needed for a particular shift on a particular date, as determined by the City, but is not classified as "anticipated overtime."

(76) The City shall establish a call-in list for all anticipated overtime. A bargaining unit member who wants to be eligible to work anticipated overtime arising during the next calendar year shall be afforded an opportunity between November 15th and December 15th of the current calendar year to sign up on the call-in list. The City call-in list shall expire for the current calendar year every December 31st and shall be replaced by a new list effective January 1st of the next calendar year. The failure of a bargaining unit member to sign-up on the call-in list during the above-stated time period shall preclude the employee from being eligible for any anticipated (but not emergency) overtime occurring during the following calendar year. The City shall offer anticipated overtime for a particular calendar year to those employees on the call-in list according to job classification seniority. The City shall attempt to equalize anticipated overtime among all bargaining unit members. All refusals to work overtime, all "no answer" calls, all "left message" calls, and all other reasons precluding an employee from accepting an offer by the City to work anticipated overtime shall be counted as hours worked for purposes of

equalizing anticipated overtime. The City shall possess the right to require an employee to work anticipated overtime if the City is unable to fill a particular opportunity for anticipated overtime with an individual from the call-in list. The City shall also possess the right, based on operational needs, to require an employee to work anticipated overtime without first being required to progress through the call-in list.

(77) Employees who cancel a second scheduled overtime assignment in a rolling calendar year shall not be eligible to work overtime for the succeeding 30-day period. For a third cancellation in a rolling calendar year, the employee shall not be eligible to work overtime for the succeeding 60-day period. If an employee cancels a fourth scheduled overtime assignment in a rolling calendar year, he shall not be eligible to work overtime for the succeeding six-month period.

(78) Employees on the absence-abuse (not tardiness abuse) steps are not eligible to bid on overtime assignments.

(79) The City shall use its best efforts to fill all emergency overtime for a particular shift as follows:

- First - By offering it to the employee on duty during the prior shift at the particular work location for which there is a need for overtime (Note: If there is more than one employee on duty at the work location, the City shall award the emergency overtime to the employee with the greater job classification seniority);
- Second - By offering it to all employees on duty during the prior shift on the basis of job classification seniority;
- Third - By offering it to the person, if any, on the call-in list for anticipated overtime for that particular shift who would have been entitled to the overtime if it was anticipated overtime;
- Fourth - By offering it to all off-duty employees on the basis of job classification seniority; and
- Fifth - By requiring any bargaining unit member to work the required overtime.

The City shall possess the right, based on operational needs, to require an employee to work emergency overtime without first being required to progress through the first three of the four criteria for filing emergency overtime. Required overtime cannot be refused. An employee, however, may be excused from required overtime provided a replacement is found. The City shall also use its best efforts to excuse an employee from required emergency overtime for a personal emergency. If the City utilizes the Second or Third option, the employee accepting the overtime opportunity shall not be compensated for his or her travel time from his or her assigned post to the location of the overtime opportunity. If the City utilizes the Second or Third option, the employee accepting the overtime opportunity shall be compensated for his or her travel time from his or her assigned post to the location of the overtime opportunity, up to a maximum of thirty (30) minutes.

(80) The City shall maintain a record of all anticipated and emergency overtime worked by each member of the bargaining unit during each calendar year, and the record shall be made available to the Union within a reasonable time period upon demand.

(81) All calls made by the City to fill opportunities for overtime shall be made by one or more of the supervisor(s) on duty for a particular shift and not by Harvard dispatch, unless the unavailability of a supervisor or other operational needs requires another solution.

(82) Supervisors shall not be assigned overtime work that is conventionally performed by members of the bargaining unit unless bargaining unit members refuse the overtime work or are otherwise unavailable.

(83) The City shall be permitted to rely on the accuracy of the phone number provided by each bargaining member as required by Article 9 when making calls for available overtime.

(84) Overtime at the City's Public Utilities Building (i.e., 1201 Lakeside Avenue), Cleveland Public Power (i.e., 1300 Lakeside Avenue), and The Julius Ciaccia Jr. Information and Technology Center will be offered first to the employees regularly assigned to those sites, and overtime opportunities at those three sites will count as overtime opportunities for purposes of overtime equalization.

ARTICLE 18
LONGEVITY

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

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

YEARS OF SERVICE	AMOUNT
After 5 years	$300.00
After 10 years	$475.00
After 15 years	$575.00
After 20 years	$700.00
After 25 years	$800.00

ARTICLE 19
SHIFT DIFFERENTIAL

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

1st Shift: An employee for whom the majority of his normal hours of work fall after 7:30 a.m. and before 3:00 p.m.

2nd Shift: An employee for whom the majority of his normal hours of work fall after 3:00 p.m. and before 12:30 a.m. receives a shift premium of thirty-five cents ($.35) per hour.

3rd Shift: An employee for whom the majority of his normal hours of work fall between 12:30 a.m. and 7:30 a.m. receives shift premium of thirty-five ($.35) cents per hour.

(88) Employees equally rotating between all three shifts shall receive thirty-five cents ($.35) per hour. All shift premiums are paid on a straight time basis only.

ARTICLE 20
HOLIDAYS

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

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

(90) Employees are entitled to two (2) floating holidays in each calendar year. Floating holidays may be used only in 8-hour increments and will be granted contingent upon operational needs (i.e., shall not be unreasonably denied). A request by the employee shall be submitted for consideration at least five (5) days prior to the date being requested. If the operational needs of the Department cannot be met because there are too many requests for a specific day, or for any other reason, the request will be considered and approved in accordance with seniority guidelines. The City will use its best efforts to provide an employee with a response within 48 hours of the request. A new hire cannot use Floating Holidays during his/her probationary period.

(91) To be entitled to holiday pay, an employee must not be on paid sick leave or on an unpaid leave on his or her last scheduled work day before and/or first scheduled work day after the holiday (note: other approved paid time off (i.e., a paid personal day, a paid vacation day, etc.) is not considered a scheduled work day for purposes of this paragraph). An employee who is tardy 15 minutes or less on his or her last scheduled work day before or on his or her first scheduled work day after the holiday is not disqualified from receiving holiday pay.

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

ARTICLE 21
VACATIONS

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

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

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

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

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

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

(e) Time in authorized unpaid non-FMLA leaves of absence shall be deducted for purposes of computing the amount of employment.

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

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

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

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

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

(k) The estate of a deceased employee shall receive payment for any unused 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 roles, 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).

(95) 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).

(96) Between November 15 and December 15 of every year, bargaining unit employees will choose their vacation time for the next calendar year. Priority in vacation selection on each shift shall be determined by continuous, uninterrupted, job classification seniority. The Union shall be permitted to have one representative (i.e., Director) present during the annual selection of vacation time in one-week increments for use during the next calendar year, but not during the selection by eligible bargaining unit members of vacation time in one-day increments as described below in this Article. The City shall post the vacation selections covered by this paragraph within two weeks of the end of the selection process.

(97) With the approval of the Chief or his or her designee, any vacation time not selected by December 15 may be selected later on a first-come-first-served basis if the desired time is still available.

(98) During the November 15 to December 15 time period, bargaining unit members with eight or more years of service are permitted to bank up to five days of vacation for use in one-day increments between January 1st and the Saturday before Thanksgiving of the following calendar year. Requests for vacation time in one-day increments during the following calendar year by eligible bargaining unit members shall be made at least fourteen calendar days prior to the desired vacation date and require the approval of the Chief of the City's Public Utilities Security Department or his or her designee. Requests for vacation time in a one-day increment for a particular date shall be on a first-come first-served basis. If on the same day, two or more people on the same shift submit a request for vacation time in a one-day increment for same date in the future, priority in selection on each shift shall be determined by continuous, uninterrupted, job classification seniority.

(99) Once selected, vacation time cannot be changed or swapped unless approved by the Chief.

(100) Wherever the Chief's approval is required, such approval will be based upon operational needs, and will not be unreasonably withheld.

ARTICLE 22
CALL-IN PAY

(101) An employee who is called in to work at a time which is non-contiguous to his regularly scheduled hours of work shall receive a minimum of four (4) hours of work at his applicable rate of pay. If the employee is called in and works more than four (4) hours, he shall receive pay for all hours actually worked.

ARTICLE 23
INSURANCE COVERAGE

Health Insurance

(102) 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.

(a) The City shall provide health insurance consistent with the plan design attached to the Agreement as an addendum.

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

(i) Effective April 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

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

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

(iv) The prescription program shall be that set forth as part of the health care insurance 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.

Life Insurance

(103) All regular full-time employees who have completed 90 days continuous service with the City will be provided with a $15,000 Group term Life Insurance. Provisions for conversion at the time of retirement or other termination shall be in accordance with the provisions set for other employees.

Dental Insurance

(104) All regular full-time employees and dependents will be covered for Dental Care. The above coverage will not be provided where equivalent or better coverage exists under a spouse's plan. If duplicate coverage is found to exist, the City shall eliminate the coverage in question. There shall be no reduction in the benefit levels afforded by said plan, unless by mutual agreement of the City and the Union.

Vision Insurance

(105) The City shall provide vision insurance as stated in the current Summary Plan Description.

ARTICLE 24
PAY DAY

(106) 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. Employees may elect to be paid by paycheck, direct deposit, debit card or any other option offered by the City. City time is not to be used for cashing a paycheck. The City will process any significant pay error within six (6) working days, if possible.

ARTICLE 25
PARKING TICKETS

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

ARTICLE 26
UNIFORMS

(108) The City will provide uniforms to all newly hired regular full-time employees in the job classification of Security Officer. Uniforms shall include the following items:

3	Uniform Shirts (Long Sleeved)
3	Uniform Shirts (Short Sleeved)
3	Uniform Pants
1	Eight-point cap
3	Clip-on ties
1	Duty belt
1	Holster
1	Ammo pouch

On or about March 1st of the year after an employee has accumulated one year of job classification seniority, the City agrees to provide employees either with uniforms or an annual uniform allowance in the amount of $500, at the City's option, to cover the above uniform items. If the City chooses to provide the $500, that payment may be in cash (or check), or in the form of a voucher, whichever the City prefers.

(109) The City will provide an annual uniform maintenance allowance in the amount of $500. The uniform maintenance allowance will be paid by check and will be payable on or about March 1, to provide for the maintenance of the uniform items identified above in Paragraph (108).

(110) Employees are permitted to purchase and wear the following non-uniforms items in a form approved by the City:

Footwear including shoes and boots
Trouser belt
Outerwear, light weight and heavy weight
Rainwear
Winter Cap
Turtleneck

(111) The City will provide Cleveland Police Department specification bulletproof vests to all Security Officers. Because vest fittings, contract procurement and other administrative procedures must be completed before the vests can be provided to employees, the City's target date for providing the vests is March 31, 2002. Once provided, employees must wear the bulletproof vests at all times. Any on-duty security officer who is found not wearing his/her bulletproof vest will be subject to discipline up to and including discharge. Disciplinary action under this section will not be assessed in an arbitrary and capricious manner.

(112) In the event that the City, in its sole discretion, determines that additional uniform items, not identified above in Paragraph (108), are required for work, the City shall assume all costs in excess of one hundred dollars ($100.00) for each new uniform item. The City shall deduct each bargaining unit member's $100.00 share for each new uniform item from his or her next annual uniform allowance voucher.

(113) The City will replace uniform items damaged in the line-of-duty (i.e., not normal wear-and-tear) on a one-to-one basis if the employee submits sufficient written documentation regarding the manner in which the item was damaged along with the damaged item.

(114) Every Officer is required to report to work in the proper uniform.

ARTICLE 27
WORK RULES, POLICIES, AND DIRECTIVES

(115) The Union recognizes that the City, in-order to carry out its statutory mandates and/or operational goals and obligations, has the right to promulgate and enforce work rules, policies, procedures and directives (hereinafter referred to as "work rules") consistent with all statutory authority, to regulate the conduct of employees as such conduct may affect the efficient and effective operation of City services.

(116) The City agrees that to the extent any work rules have been or will become reduced to writing, all bargaining unit members shall have access to them for the duration of this Contract. Copies of newly established work rules or amendments or modifications to existing work rules will be furnished to the appropriate officer five (5) days prior to the effective date of such rules or amendments. Copies of all memos related to Work Rules, Policies and Directives shall be furnished to the Union and will be available at all work stations.

(117) Any work rules or amendments which the Union believes conflicts with a specific provision of this Contact may be processed through the grievance procedure as set forth in Article 31.

Range Qualifications

(118) If the City develops a firearm range, a program of range training will be implemented.

(119) Employees will be scheduled for range time during their regularly scheduled working hours or they will be paid at the appropriate rate of pay.

(120) Once the formal training is completed, employees will be expected to meet the minimum firearms requirements for private security officers as stated in City ordinance in order to maintain their commissions.

(121) Bargaining unit members achieving a proficiency level of 95% of a perfect score during their first attempt at the annual firearms qualification shall receive eight (8) hours additional personal time to be used between the date on which they qualify with the required level of proficiency and November 15th of the same calendar year. Bargaining unit members achieving a proficiency level of 85% of a perfect score during their first attempt at the annual firearms qualification shall receive four (4) hours additional personal time to be used between the date on which they qualify with the required level of proficiency and November 15th of the same calendar year. The City shall award both of the above proficiency bonuses only if bargaining unit members achieve the level of proficiency between January 31st and June 30th of a calendar year.

(122) The City shall approve each officer for a minimum of eight (8) hours training by a bona fide instructor or certified program every year. The eight hours shall be for firearms training and/or for time spent satisfying or attempting to satisfy the annual minimum firearms requirement referenced above in this Article. An employee who is called in for training purposes at a time which is non-contiguous to his or her regularly scheduled hours of work shall receive a minimum of two (2) hours of training and shall be paid his or her applicable base wage rate of pay.

ARTICLE 28
LABOR-MANAGEMENT COMMITTEE

(123) The City's Labor Relations Representative and/or the Personnel Administrator of the Department of Public Utilities together with other representatives of the Union for the purpose of discussing items of mutual interest including but not limited to: safety issues, regulations or clarifications of City policy or ordinance, and for the purpose of sharing information. The City and the Union shall name three (3) representatives to attend such meetings, other representatives may be added on an ad hoc basis upon mutual agreement. Such meetings will be held within sixty (60) days of the execution of this Contract. The party requesting each meeting will provide an agenda of items for discussion ten (10) days prior to the scheduled date of such meeting. The other party may add items for discussion by so notifying the requesting party of such an intent no later than three (3) days prior to the meeting. Issues of safety shall be addressed by the Committee if requested by either party.

(124) The parties will provide a written response to the concerns raised by the other party within ten (10) days of the meeting, or may mutually agree to the joint submission of minutes of the meeting. It is agreed by the parties that items which were the subject of Labor-Management Committee (LMC) meeting shall not, with one exception, be subject to the grievance procedure inclusive of arbitration. The lone exception is that the Union shall be permitted to file a grievance regarding a safety issue (and only a safety issue) and process it through Step 2 of the Grievance Procedure provided in the Agreement (i.e., to the Director's level) after first addressing the issue at a LMC meeting. Both parties agree that LMC meetings will not be used for the purpose of renegotiating this Contract.

(125) The City agrees to allow a member of the bargaining unit to serve on the Division of Water Safety Committee and the Department of Utilities Safety Committee.

ARTICLE 29
PERSONNEL RECORDS

(126) 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 30
DISCIPLINE

(127) Employees can only be disciplined for just cause. Whenever the Employer or his designee determines that an employee may be disciplined, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. Prior to the conference, the City shall provide the employee with written notice of the date and time of the pre-disciplinary conference, the incident(s) at issue, and the rule(s) the employee allegedly violated. This conference shall be scheduled during the employee's regular work hours, if scheduling permits. If the employee is required to attend such conference off-duty, he or she shall be paid only for time actually spent in the conference, at his or her regular hourly rate (i.e., no call-in or other form of premium pay). If there is a need to reschedule a pre-disciplinary hearing, the City may orally notify the employee of the new date and time for the hearing.

(128) Upon request, the employee or his representative may present any testimony, witnesses, or documents, which explain whether or not the alleged conduct occurred.

(129) If it is determined that the employee will be disciplined, a written report will be prepared by the Employer. A copy of this report will be provided to the employee within seven working (7) days following the hearing. The Union shall grant the City a reasonable extension of time to prepare a disciplinary report if the City requests an extension. Discipline will be administered in a progressive manner except for those violations that require serious discipline up to and including discharge.

(130) The Union agrees that the City has a disciplinary policy allowing it to discharge employees for serious misconduct including, but not limited to, theft of City property; conviction

of an offense involving the sale of drugs; and, for those employees regularly scheduled to drive a City vehicle, two DUI convictions within a two-year period.

(131) All employees are required to notify both the Director of the Department of Public Utilities or his or her designee and the Chief of the Public Utilities Police Department or his or her designee within three working days when they are criminally charged with any felony; any misdemeanor involving alcohol (e.g., driving under the influence (DUI), blood alcohol content (BAC), etc.), drugs (e.g., sale, possession, etc.), or any other controlled substance (i.e., sale, possession, etc.); misdemeanor domestic violence; and/or misdemeanor assault. All employees are also required to notify the same two individuals within three working days when they are convicted of any of the above-referenced criminal charges. The failure to provide the required notification within three (3) working days of any the above criminal charges and/or convictions may result in immediate discharge.

(132) An employee who is disciplined must be disciplined within five (5) working days of the pre-disciplinary hearing or within a reasonable time from the date of the pre-disciplinary hearing.

(133) Records of disciplinary action occurring more than two (2) years prior to the date of a subsequent disciplinary incident shall not be considered in determining the discipline imposed for the later offense.

ARTICLE 31
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. Disciplinary grievances where there is no loss of time or rank or no monetary loss to the employee shall stop after the City's written Step 3 answer and cannot be advanced to arbitration.

(136) It is important that the employee's grievance(s) regarding unjust or discriminatory discharges, and/or payment of wages/Step placement be handled promptly. Therefore, all such grievances shall be reviewed through the Grievance Procedure beginning at Step Three (3) within ten (10) working days as in Step One (1).

(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, signed by the grievant(s), or, if a Policy Grievance, signed by the Union Staff Representative, 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 Grievant, Union Director, and/or Union Staff Representative within five (5) working days from the date of receipt of the grievance in an effort to resolve the grievance. Within ten (10) working days after this meeting, the Commissioner or Appointing Authority or his designee shall give a written answer to the Union Staff Representative and the grievant. Each grievance shall be answered separately. The answer shall set forth in detail a response or any 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. If the Security Unit is under the direct supervision of the Director or Assistant Director of the Department of Public Utilities, all grievances will be filed at Step 2.

(138) **Step 1-A:** Any disciplinary action involving suspension of eleven (11) days or more or other disciplinary action which is appealable to the Civil Service Commission may be appealed to that body in accordance with its rules and regulations. An employee may choose to appeal such disciplinary action by filling either a grievance or an appeal to the Civil Service Commission, but in no case shall an employee be permitted to utilize both procedures. If an

employee does not file a grievance within the ten (10) day time limit, or files an appeal through both the grievance procedure and the Civil Service Commission, the employee shall be deemed to have chosen to appeal to the Civil Service Commission. Decisions of the Civil Service Commission are not appealable through the grievance procedure.

(139) **Step 1-B:** Disciplinary suspensions of eleven (11) days or more or any disciplinary reduction in rank or wages which is appealed through the grievance procedure, shall be submitted in writing within the ten (10) day time limit to Step 2 of the grievance procedure.

(140) **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 by the Union Staff Representative. Within five (5) working days thereafter, the Director or his designee shall meet with Union Staff Representative. The Grievant may attend the Step 2 hearing, without pay, if it is held at a time when he or she is not scheduled to work (i.e., the employee shall not receive any call-in or other form of pay). Within ten (10) working days after the Step Two (2) meeting, the Director or his designee shall give a written answer, in the manner specified in Step One (1), to the Union Staff Representative.

(141) **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 within ten (10) working days after receipt of the Step Two (2) answer. The Grievant may attend the Step 3 hearing, without pay, if it is held at a time when he or she is not scheduled to work (i.e., the employee shall not receive any call-in or other form of pay). Within thirty (30) calendar days of the Step Three (3) meeting, the City's Labor Relations Representative shall give a written answer, in the manner specified in Step One (1), to the Union's Staff Representative.

(142) **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 within the applicable 30-day time period notify the American Arbitration Association (AAA) and the City at the same time of its intent to arbitrate the grievance, with notice to the City being simultaneously provided to the Department of Personnel & Human Resources (c/o, the City's Labor Relations Manager) and the Department of Law (c/o, the Chief Assistant Director of Law for the Labor & Employment Section). The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employee, his Union Representative, and any necessary witness(es) shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding. The Union will provide the City with ninety-six (96) hours advance notice of employees required to testify. 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.

(143) In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as the interpretation and/or application and/or compliance with the provisions of this Contract, including only those disciplinary actions identified above in Paragraph 135. In reaching his decision, the arbitrator shall have no authority: (1) to add or to subtract from or modify in any way of the provisions of this Contract; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

(144) 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.

(145) All decisions of arbitrators consistent with Paragraphs 143 and 144 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 32
WAGES

(146) The following table represents the current step-schedule for the security officer job classification:

	2011	2012
Start	$13.08	$13.47
1st Year	$15.08	$15.53
2nd Year	$16.69	$17.19
3rd Year	$18.60	$19.16
4th Year	$20.29	$20.90

(147) Increases:

(a) 2011 0%
2012 3%

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

(c) Employees who have terminated their employment at the time the contract is executed are not entitled to retroactive payments of wages or other monetary benefits.

ARTICLE 33
CONFORMITY TO LAW

(148) It is the intent of the City and the Union that this Contract complies, in every respect, with applicable legal statutes, charter requirements, governmental regulations, and judicial opinions which have the effect of law.

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

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

ARTICLE 34
MILEAGE

(151) All regular full-time employees required by their job classification to use their personal car in the performance of their duties for the City shall be reimbursed only for such actual mileage at the applicable IRS rate.

ARTICLE 35
TERM OF AGREEMENT

(152) This Agreement shall be effective from April 1, 2011 and shall remain in full force and effect until March 31, 2013.

(153) This Agreement supersedes all previous contracts, agreements, side letters, and addenda, both oral and written. All side agreements executed prior to the ratification of this Agreement must be in writing, fully executed, and attached to the Agreement in order to remain valid and enforceable.

(154) All side agreements executed after the ratification of this Agreement require at least the signature of the Director of the Department of Personnel & Human Resources, the City's Chief Assistant Director of Law for the Labor & Employment Section of the Department of Law, the Union's Staff Representative, and the Union Director or an Alternate Union Director in order to be valid and enforceable.

ARTICLE 36
DRUG & ALCOHOL TESTING

(155) All employees who are required to be randomly tested under law (e.g. Department of Transportation regulations regarding employees required to have a Commercial Driver's License who drive vehicles in excess of 26,000 pounds), and all employees in Safety Sensitive Positions shall be subject to random drug/alcohol testing. Such testing shall be conducted in accordance with the DOT procedures. Additionally, an employee involved in any accident resulting in personal injury or five-hundred dollars ($500.00) or more of property damage shall submit himself or herself to post-accident drug-alcohol testing. Further, when there is a reasonable suspicion to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination. Random examinations, reasonable suspicion examinations, and post-accident examinations are conducted for the purpose of determining the presence of illegal drugs or alcohol in the employee tested. An employee who is directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense. The City's Manager of Labor Relations, or his designee, shall approve all drug/alcohol testing. This testing will include possible urine, blood, or breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be subject to discipline up to and including 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.

(156) 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.

(157) An employee shall be entitled to have a Union Representative present before testing is administered unless a Union Representative is not immediately available and further delay would potentially compromise the validity of the test results.

(158) 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 (GCIMS) 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 discipline up to and including discharge.

(159) The results of any drug or alcohol screening test will be kept strictly confidential. An employee who tests positive for drug 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.

(160) 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 not to endanger fellow employees, the public or otherwise adversely impact on the employee's ability to perform his or her job duties.

(161) 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.

(162) 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.

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

(a) The person has a concentration of four hundredths of one percent (.04) or more by weight of alcohol in his blood;

(b) The person has a concentration of four hundredths of one gram (.04) or more by weight of alcohol per two hundred ten liters of his breath;

(c) The person has a concentration of 5.7 hundredths of one gram (.057) or more by weight of alcohol per one hundred milliliters of his urine.

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

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

(166) Safety Sensitive Positions:

Security Officer

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14 day of July, 2011

CITY OF CLEVELAND

Mayor Frank G. Jackson

Robert Triozzi, Law Director

Deborah Southerington, Director,
Department of Personnel & Human Resources

Nycole D. West, Labor Relations Manager,
Department of Personnel and Human Resources

OPBA

1604-11-05

CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

		In-Network
a.	Annual Deductible:	$400 single $800 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$1,000 single $2,000 family
d.	Doctor and other Office visits:	$10.00 Co-pay
e.	Use of Emergency Room:	$80.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $80.00 Co-pay plus 90% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	$10.00 office visit Co-pay, not subject to deductible
	Well Child Care Services including Exam and Immunizations (to age nine, limited to a $500 maximum per benefit period):	$10.00 office visit Co-pay, not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an $85 maximum per benefit period):	100% not subject to deductible
	Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible
	Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic	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: waived if admitted)	$80.00 Co-pay (Co-pay Non-Emergency use $80.00 Co-pay plus 90% Co-Insurance

IV. PRESCRIPTION DRUG

a. Co-Pays:

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

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

SIDE LETTER

The City agrees that for the promotional civil service examination for the Assistant Security Manager ("lieutenant") position, it will not require employees to have prior supervisory experience in order to take the examination.