CT 1001 NF 2014 # 043

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

C.A.R.E./ILA, LOCAL 1975, AFL-CIO

Effective April 1, 2013 through March 31, 2016

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CONTRACT

ARTICLE I
PURPOSE

This Contract sets forth a basic understanding of the present policy of the City of Cleveland regarding the employment of the employees who are members of C.A.R.E./ILA, Local 1975, AFL-CIO, for the purpose of assuring that the operation and services of the City of Cleveland will be conducted efficiently and effectively.

This Contract is a statement of policy made between the City of Cleveland (hereinafter referred to as the "City") and C.A.R.E./ILA, Local 1975, AFL-CIO (hereinafter referred to as the "Union"). 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 policy of their employment and to establish a peaceful procedure for the resolution of all differences between the parties, subject to the laws of the United States, the State of Ohio, the City of Cleveland, and all applicable governmental administrative rules and regulations which have the effect of law.

ARTICLE II
RECOGNITION

The Union is recognized as the sole and exclusive representative for the following job classifications for the purpose of establishing rates of pay, wages, hours and other conditions of employment, but excluding all supervisors.

The Union's exclusive bargaining unit shall include all full time employees who have completed their initial probationary period in the following job classifications, but excluding Supervisors:

- EMERGENCY MEDICAL TECHNICIAN
- EMERGENCY MEDICAL DISPATCHER
- PARAMEDIC
- SERGEANT

However, members who have not completed their initial probationary period shall be entitled to coverage under the Article concerning Hazardous Duty Injury.

ARTICLE III
MANAGEMENT RIGHTS

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

A. Determine matters of inherent managerial policy which include but are not limited to, areas of discretion or 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 the City operations.

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

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

F. Determine the adequacy of the work force.

G. Determine the overall mission of the City.

H. Effectively and efficiently manage the work force.

I. Require employees to use or refrain from using specified uniforms or other tools of duty;

J. Privatize or subcontract services, provided that prior to any privatization or subcontracting, the City shall meet and confer with the Union; and,

K. Take actions to carry out and implement the mission of the public employer as a governmental unit. The City reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Contract.

The parties acknowledge that during the negotiations which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or regulation from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Contract. Therefore, the parties voluntarily waive the right to demand new proposals on any subject or matter, not included herein, during the term of this Contract, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract.

Notwithstanding §4117.08 of the Ohio Revised Code, the Employer 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 Article of this Agreement.

ARTICLE IV
NO-STRIKE

The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike. For the purpose 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.

Violations of this paragraph may constitute an unfair labor practice as determined and remediable by the State Employment Relations Board. In the event an unfair labor practice is determined by S.E.R.B., the City will not subsequently impose discipline except as recommended by S.E.R.B.

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.

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

ARTICLE V
UNION SECURITY / DUES CHECKOFF

Section 1. If at any time during the term of this contract it is determined that at least 85% of the eligible employees in the bargaining unit of local C.A.R.E./ILA, Local 1975, AFL-CIO are members of the Union, the City agrees that all employees in the Union's bargaining unit shall therefore be either members of the Union or be required to pay a fair share fee to the Union as a condition of continued employment in accordance with the terms of O.R.C. 4117.09(C). As provided by that statute, such fair share fee

requirement shall not be effective until at least sixty (60) days following the beginning of employment or completion of the probationary period, whichever is less.

Section 2. The Union will provide the City with at least thirty (30) days advance notice of any change in dues or assessments. The Union will comply with applicable law with respect to the collection of fair share fees.

Section 3. The City will deduct regular initiation fees, monthly dues and fair share fees from the pay of employees in the bargaining unit covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature, provided that:

(a) An employee shall have the right to revoke such authorization by giving written notice to the City and Union;

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

ARTICLE VI
UNION VISITATION

The staff representative of the Union shall be admitted to the City's facilities and sites during working hours upon reasonable advance notice to the appropriate Appointing Authority or his designee. Such visitations shall be for the purpose of adjustment of grievances and to attend other meetings as provided herein. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the City.

ARTICLE VII
NON-DISCRIMINATION

The City and the Union hereby state their commitments, legal and moral, not to discriminate in any manner relating to employment or representation on the basis of race, color, creed, national origin, sex, disability, handicap, age, genetic history, sexual orientation, union membership, Vietnam veteran era or other military status or any other legally protected class.

Procedures for dealing with employees covered by the ADA, FMLA, Sexual Harassment, and discrimination shall be posted in conspicuous locations in each work station and at the administration offices.

ARTICLE VIII
BULLETIN BOARDS

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 chapter officer or steward of the Union or a representative of the Union and shall be solely for union business;

C. Upon request from the appropriate Commissioner, 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 IX
LEAVES OF ABSENCE

A. General Leave

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.

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

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 a leave shall be deemed to be absent without leave and shall be subject to loss of seniority and subject to disciplinary action up to and including discharge.

B. Medical Leaves of Absence

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 with current City sick leave and leaves of absence policies.

C. Funeral Leave

An employee will be granted a leave of absence with pay, to be charged against his accumulated sick leave with pay or accumulated compensatory time at the employee's option, 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:

1. If the funeral is within the State of Ohio - 5 working days.

2. If the funeral is outside the State of Ohio - 7 working days.

3. To be eligible for funeral leave, an employee must provide the City with a funeral 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 (including forfeiture of pay for the leave).

D. Jury Duty

1. 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 juror or witness fee to the City Treasurer in order to receive his regular pay for this time period.

2. 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), or may use his compensatory time provided that:

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

b. 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.

E. Military Leave

The City will abide by state and federal law, including the Federal Uniformed Services Re-employment and Re-employment Rights Act (USERRA), Section 38 U.S.C. 4301 et seq. and the provisions contained in Ohio Revised Code, Title 59, Sections 5903 et seq. (Veterans Rights).

F. Union Leave

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

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

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

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

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

The City shall grant the Union thirty-six (36) days per calendar quarter, with pay, for members of the Union Executive Board to take care of Union business as operational needs permit. The Union shall decide how the time is spent, and shall notify the City at least five (5) days in advance.

G. Educational Leave

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

H. Meritorious Leave

For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for good cause shown for a period not to exceed ninety (90) days.

The granting of such leaves will be based upon the operational needs of the employee's department.

I. Sick Leave With Pay

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

1. Paid sick leave shall be granted only for pregnancy leave, actual sickness or injury, confinement by reason of a contagious sickness, or visit to a doctor or dentist for medical care of the employee or his immediate family, and pregnancy (including post-partum periods). Paid sick leave cannot be taken in increments of less than one hour.

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

3. 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 preceding the scheduled starting time on the first day of the absence on account of sickness. Absences not reported as stated above may be excused by his employer if the appointing authority or his designee determine that there were unusual circumstances which were beyond the employee's control. An employee is required to call in on each day off or notify the City of the duration of his absence.

4. 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 or she is in the Sick / Absence Abuse Program or after any illness requiring hospitalization. If the absence is related to the employee's health, the certification must include: re-employment date, work capable of being performed, and all

restrictions. If the absence is related to a family member's health, the certificate must be from the family member's physician but need not include the above information.

5. On-Duty Illness and Injury. Employees who are on duty and are not able to complete their assigned shift due to their own illness or injury must report either to the Safety Medical Unit ("SMU") physician or a physician selected by the City, at the first opportunity, or to their private physician. Employees will not be able to return to duty until they are cleared by the SMU physician or a physician selected by the City. If the SMU or City physician is not available, the employee must provide a signed medical excuse from a physician of their choice and present that documentation to the Commissioner or his designee prior to return to duty. If the employee is scheduled to return to work on a day or time when the Commissioner is unavailable, the employee must contact the RED Center and make arrangements to provide the medical excuse to the on-duty commander or captain prior to returning to duty. Employees who are on duty and are not able to complete their assigned shift due to an illness or injury of a family member must provide a certificate from a licensed physician prior to returning to work.

6. Off-Duty Illness and Injury. Employees who call in sick for twenty-four (24) or more consecutive work hours due to their own illness or injury must report to the SMU physician or a physician selected by the City, at the first opportunity. Employees will not be able to return to duty until they are cleared by the SMU physician or a physician selected by the City. If the SMU or City physician is not available, the employee must provide a signed medical excuse from a physician of their choice and present that documentation to the Commissioner or his designee prior to return to duty. If the employee is scheduled to return to work on a day or time when the Commissioner is unavailable, the employee must contact the RED Center and make arrangements to provide the medical excuse to the on-duty commander or captain prior to returning to duty. Employees who call in sick for twenty-four (24) or more consecutive hours due to

an illness or injury of a family member must provide a certificate from a licensed physician prior to returning to work.

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

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

9. 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.

10. In the event an employee is found to have contracted an active infectious disease in the course or scope of his or her employment, the City will bear the cost of medical treatment for the employee and members of the emloyee's immediate family found to have contracted said disease. The City shall grant medical leave to such an employee under the provisions of Hazardous Duty Injury. As used in this section, immediate family refers to the spouse and children of an employee, only. The Safety Director and Safety Medical Bureau or physician selected by the City shall determine what constitutes an active infectious disease for purposes of this section.

J. Maternity Leave

An employee shall have the option, upon verification of pregnancy by a licensed physician, of using her accumulated sick leave, furlough, holidays, and accumulated compensatory time before being placed on leave of absence without pay. The general procedures covering maternity are subject to applicable Civil Service laws and local, State and Federal Statutes and judicial decisions.

K. Sick Leave Without Pay

After an employee has exhausted his sick leave with pay, he or she shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness, injury, or pregnancy (including post-partum recovery periods), upon request, supported by medical evidence satisfactory to the City if the employee has reported such illness, injury, or pregnancy (including post-partum recovery periods), to his or her department head or immediate supervisor by no later than the second day of absence. If the illness, injury, or pregnancy (including post-partum recovery periods), continues beyond six (6) months, the City may grant additional sick leave under this paragraph upon request. An employee on sick leave is expected to keep the City informed on the progress of his or her illness, injury or pregnancy (including post-partum recovery periods), as circumstances allow. Any employee who has been on sick leave for three (3) or more consecutive work days may be required to submit to and pass a physical examination before being permitted to return to work.

L. Administrative Leave

In recognition of the possibility that an employee may be subject to an extraordinary stressful situation in the course of his/her employment, the City may grant any employee of EMS so involved or exposed an administrative leave. Determination and final decision of the use and duration of administrative leave will be made by the Commissioner of EMS.

M. Secondary Employment

Employees may engage in secondary employment consistent with Division policy. The Commissioner will meet and confer with the Union prior to implementing any modifications.

N. AWOL

An employee who is absent without leave for five (5) consecutive working days will be considered to have voluntarily resigned.

ARTICLE X
LAY-OFFS

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. Part-Time

B. Temporary Employees

C. Certified Employees

In the event of a lay-off of any bargaining unit members who have the same seniority date, the employees affected will be ranked by listing them in order using the 4-digits of their social security numbers. The lower 4-digit numbers will have greater seniority, and the higher 4-digit numbers will have lesser seniority, and will be subject to layoff first. Lay-offs will not be affected by ranking established by the Civil Service Commission as a result of "resume examinations" conducted.

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

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

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.

ARTICLE XI
SENIORITY / PROBATIONARY PERIOD

Job classification seniority is defined as an employee's length of service while holding the same classification regardless of whether his Civil Service status is that of a Temporary Appointment or Legal.

The employee shall receive credit for all time spent on the City's payroll in that classification. Divisional seniority is defined as an employee's length of service while at EMS. Divisional seniority will be used to determine shift and work week bids, except for Sergeants, who will bid on the basis of classification seniority.

City employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire, in accordance with Civil Service Rules. City employment seniority will be applied for the purpose of accruing such benefits as: vacation, longevity, and accrued sick leave.

City employment seniority shall be terminated when an employee:

A. Resigns.

B. Is discharged.

C. Is laid-off for more than 36 consecutive months.

D. Fails to report for work within ten (10) consecutive working days from the date on which the City sends the employee notice by certified mail that he has been recalled from layoff.

In the event of a lay-off of any bargaining unit members who have the same seniority date, the employees affected will be ranked by listing them in order using the last four (4) digits of their social security numbers. The lower four-digit numbers will have greater seniority, and the higher four-digit numbers will have lesser seniority, and will be subject to layoff first. Lay-offs will not be affected by ranking established by the Civil Service Commission as a result of "resume examinations" conducted.

Temporary transfers from an employee's assigned base to another base for the purpose of filling a vacancy shall be on the basis of Divisional seniority.

The City will provide the Union with a list of all employees in the bargaining unit listing name, job classification, date of hire, the date of classification not more than twice per year upon request by the Union.

If the personnel have equal Divisional seniority, the decision for reassignment shall rest with the operational supervisor. However, this section shall not limit the authority of the shift supervisor from assigning personnel to whatever duty he or she may deem necessary to provide for the efficient operations of his or her command.

Effective January 1, 1993, new employees shall not receive credit for any prior governmental or public service for purposes of computing vacation, longevity or sick leave benefits. Employees who transfer from any classification outside the bargaining unit shall maintain their seniority for purposes of benefits and layoffs only (not transfers).

Effective August 19, 1998, all new employees shall serve a probationary period of six months. This probationary period may be extended only if the employee is on an approved leave of absence in excess of thirty (30) calendar days. In that event, the probationary period may be extended commensurate with the extent of the leave. Absent a leave of absence in excess of thirty (30) days, no extensions to an employee's probationary period shall be allowed.

New employees shall otherwise be on probation in accordance with the rules and regulations of Civil Service. If an employee is discharged or quits and is later rehired, he shall be considered a new employee. Grievances cannot be filed to challenge the termination of probationary employees.

An employee who has not taken a civil service examination, has successfully completed his or her probationary period, and has been employed as an EMD, EMT and/or paramedic for less than two years, may be required to pass a civil service examination as a condition of employment. After two years, an employee shall not be subjected to a civil service exam as a condition of employment.

ARTICLE XII
COMMISSIONER'S ADMINISTRATIVE STAFF

All selections to the Commissioner's administrative staff (e.g. Sergeants), FTO's and DTO's shall be at the sole discretion of the Commissioner.

However, in order that employees may advise the Commissioner of their interest in being considered for any such assignment upon learning of the availability of such assignment, the Commissioner shall immediately post said assignment together with the minimum qualifications for ten (10) calendar days. In cases of emergency, the Commissioner can shorten this posting period to seven (7) calendar days and can temporarily assign an employee to the assignment for a period not to exceed fourteen (14) calendar days.

Any member promoted to the Commissioner's administrative staff who works on an ambulance or at Red Center for one (1) hour or longer shall be eligible to receive the shift differential that all field operations personnel receive.

ARTICLE XIII
JOB EVALUATION AND CLASSIFICATION

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

In the event a new classification is established by the City which is related to an existing classification in the bargaining unit, the City will promptly notify the Union prior to placing the classification into effect. The parties agree to meet within seven (7) days of the notice to mutually agree

upon the new classification and rate of pay. If the parties are unable to agree, the Union may file a grievance at Step 4 of the Grievance Procedure.

ARTICLE XIV
PROMOTIONS

Promotions to the Civil Service classification of EMT Supervisor (Captain) will be done in accordance with the Civil Service Rules.

ARTICLE XV
SHIFT ASSIGNMENTS

Two shifts shall be established for field operations of the system, twelve (12) hour shifts and ten (10) hour shifts. The twelve (12) hour shifts shall be 0700 to 1900 and 1900 to 0700. The ten (10) hour shifts shall be 0700 to 1700 and 1700 to 0300.

Sergeant/Coordinators shall work Monday through Friday, from 8:00 a.m. until 5:00 p.m. Sergeant/Coordinators may also work flex time, with the agreement of the Commissioner.

All Sergeant/Crew Chiefs, shall be assigned to 12 hour shifts. If the City operates up to fifteen (15) units, those units shall be assigned to twelve (12) hour shifts. Any units operated in excess of fifteen (15) units can be assigned to either the (10) or twelve (12) hour shifts. The Commissioner may change the starting time and ending time of the twelve hour shifts for those units in excess of the 15 referred to above; however, the Commissioner must notify field personnel of what units are subject to the modified start and end times (and what the modified times will be) prior to the annual shift bid.

Shifts shall be bid on an annual basis, prior to the calendar year. All shifts shall be bid on the basis of Divisional Seniority, except for Sergeants, who will bid on the basis of classification seniority. All shifts shall be permanent, unless all the employees at a base elect to rotate. In such case, employees shall rotate

every six (6) months, or some other time period with the mutual agreement of all the employees affected and the Commissioner. Vacation selection for all employees shall be bid on the basis of Divisional Seniority, within classification.

The City shall maintain the overtime distribution policies that establish how overtime is to be distributed for daily overtime, pre-planned overtime and special events, recognizing that supervisory personnel may be assigned overtime where after reasonable efforts or under extenuating circumstances, such overtime cannot be assigned to bargaining unit employees. The assignment of mandatory overtime shall be governed by Article XXIII.

Employees scheduled to work twelve (12) hour shifts shall be governed by the following:

1. Working Hours. Employees working twelve-hour shifts will work an average of seven days every two weeks, or 84 hours. Employees shall then receive additional scheduled days off (called "star days"), which the City will attempt to schedule either every third or fourth pay period shall be scheduled contiguous with the employee's other days off, consistent with operational needs.

In addition, once every six months all employees working twelve-hour shifts shall be notified how many additional hours per week have been earned, used and banked.

2. Holidays. Employees shall receive their two floating holidays on a day-for-day basis (i.e., each floating holiday will consist of twelve hours). In addition, if the employee works on any of the other nine holidays, the employee will receive twelve hours per pay at the overtime rate. In addition, all employees, whether they work the holidays or not, shall receive twelve hours of compensatory time for each holiday.

3. Vacations. Vacations will be pro-rated on an hour for hour basis and partial vacation days may be combined with compensatory time to add up to entire days. For example, one week of vacation will

equal 40 hours, or 3 and 1/3 days. The employee may add eight hours of compensatory time to the partial day for a total of four vacation days.

4. Overtime.

a. Every pay period in which an employee works a forty-eight/thirty-six hour schedule including paid union leave, the employee will earn and be paid two additional hours of pay (at straight time) and will accumulate six hours to be applied toward a star day.

b. Every pay period in which an employee is scheduled a star day (36/36), the employee will not be paid the additional two hours.

c. The City will attempt to schedule the star day either every third or fourth pay period. If the star day is not scheduled until the fourth pay period, the employee will have earned an additional six hours toward the next star day.

d. If the City is unable to schedule the star day by the end of the fourth pay period, the employee at his or her option, may either bank the accumulated time earned or be compensated in cash (i.e., 24 hours at straight time).

e. Unless the affected employee advises the payroll officer of how he or she wishes to be compensated within five business days prior to the end of the next pay period, the City will maintain discretion on how the employee will be compensated.

f. Any cash payments owed will be paid on the succeeding pay period following the employee's request or the City's discretionary judgment.

5. Sick Leave. Employees will continue to earn sick leave at the same rate, i.e. 120 hours per year.

6. Sick Leave Abuse Policy. See Appendix.

7. Hazardous Duty Injury. Hazardous Duty Injury will be pro-rated. The 120 day benefits shall be provided for 80 twelve-hour days and the 60 day extension benefits shall be provided for 40 twelve-hour days.

8. Union Leave. Union time shall be granted on a day-for-day basis.

9. Other Leave Provisions. Jury Duty Leave, Educational Leave and Administrative Leave are not affected.

10. Disciplinary Suspensions Without Pay. Disciplinary suspensions without pay will be pro-rated on an hour for hour basis, and partial days may be combined with compensatory time or accumulated time to add up to entire days. For example, an employee who is suspended for one day will be suspended for eight hours, and may add four hours of compensatory time to the partial suspension day, for a total of one twelve-hour day. If a member does not have compensatory time, they can choose to either lose the remaining four hours of pay, or report to work for the remaining four hours of their shift. An employee suspended for three days will be suspended for the equivalent of 24 hours, or two twelve-hour days.

If the City maintains a float pool, it will seek volunteers first and will fill the pool based on Divisional seniority. Where an insufficient number of employees volunteer, employees will be assigned based on inverse Divisional seniority. Except where exigent circumstances exist, employees will be provided (seven) 7 days notice prior to being assigned from one float pool to another.

Employees enrolled in an accredited paramedic training program shall be assigned to shifts to allow them to attend class and training. Under such circumstances employees may be bumped from selected shifts based on inverse seniority.

ARTICLE XVI
DOCKING

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

ARTICLE XVII
WORKING HOURS

All regular full-time salaried employees shall be on a compensation basis of Two Thousand Eighty (2,080) hours per year. The City will provide employees in the RED Center with a thirty- minute lunch break and two fifteen-minute breaks during their shift, at times selected by the City. Where an employee has not received a thirty-minute lunch break, or their fifteen-minute breaks, they shall receive straight-time pay for the time not received.

ARTICLE XVIII
HOLIDAYS

All regular full-time employees shall be entitled to eleven (11) paid holidays (inclusive of the two (2) floating holidays), and the following:

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

If a holiday falls on a weekend, the employee will be paid for the actual day worked, and shall be compensated at the appropriate overtime rate of pay.

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 five (5) days prior to the date being requested. If the operating needs of the Department cannot be met because there are too many requests for a specific day, or for any other reason, the requests will be considered and approved in accordance with seniority guidelines. New hires cannot use floating holidays during their probationary period.

To be entitled to holiday pay, an employee must be on the active payroll (i.e. actually receives pay) on the last regular work day before and the first regular work day after the holiday.

Employees scheduled to work on a holiday who utilize sick leave on the holiday, will not be entitled to holiday pay. If an employee is not scheduled to work on a holiday but utilizes sick leave on his/her last scheduled work day before or after the holiday, he/she will not be entitled to holiday pay. These restrictions do not apply to approved FMLA leave.

ARTICLE XIX
VACATIONS

All vacations shall be allotted evenly throughout the year on the basis of seniority. Applications for vacations shall be made to the Commissioner's Office by November 1, preceding each calendar year. Notice of approved vacations shall be given to each employee by January 1st of the calendar year. 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 previous year as follows:

Years of Service	Vacation
After 1 year	10 eight hour days, or 6 twelve hour days plus 4 additional hours
After 8 years	15 eight hour days, or 10 twelve hour days

After 12 years	20 eight hour days, or 13 twelve hour days plus 8 additional hours
After 22 years	25 eight hour days, or 16 twelve hour days plus 4 additional hours

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

A. Any employee who has completed less than one (1) year of continuous employment by December 31st of the previous year shall receive one work day (eight (8) hours) off for each month worked prior to December 31st of the previous year, but not to exceed ten (10) days (eighty (80) hours). New employees whose starting date is prior to the 16th of the month shall be credited with one (1) day (eight (8) hours) of vacation for that month. However, employees may not use vacation during their initial probationary period. Employees terminated during their initial probationary period shall not be eligible to cash-out accrued vacation.

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 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: 1 day (eight (8) hours) per month, not to exceed ten (10) days (eighty (80) hours); Eight years, but less than Twelve (12) years service -- 1-1/2 days (twelve (12) hours) per month, not to exceed fifteen (120 hours) days; Twelve years, but less than twenty-two (22) years service -- 2 days (16 hours) per month, not to exceed twenty days (160 hours); twenty-two (22) years of service or more -- 2-1/2 days (twenty (20) hours) per month not to exceed 25 days (200 hours).

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. Vacation 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 vacation leave, including pro-rata vacation earned during the current year, for which the employee was eligible at the time of death.

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

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

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).

Employees have the option of combining their personal holidays with their vacation requests if they so desire. If an employee chooses not to use his/her personal holiday(s) with their vacation, the City will refrain from assigning the employee's unrequested personal holidays along with their requested vacation time.

Any employee not scheduling his/her personal holiday(s) with their vacation time requests shall be subjected to individually applying for this time off throughout the calendar year and will risk either approval/denial based on operational needs. If the employee fails to use his/her personal holiday during the calendar year, it will be forfeited.

The initial vacation master list for the entire bargaining unit shall be provided to the Union within one (1) week of the time it is finalized.

ARTICLE XX
PERSONNEL RECORDS

An employee shall, upon request, be permitted to review his personnel record file (Divisional file and Personnel Department file), in the presence of proper supervision. For the purpose of this Agreement, only copies of letters of reprimand and commendation, disciplinary actions, suspensions, probationary reports and employee ratings shall be made available to the employee, at the time of issuance and/or upon request by the

employee. Reprimands and disciplinary suspensions occurring more than two (2) years prior to any present incidents shall not be used as a basis for determining discipline. The City shall notify the employee of any documents placed in his personnel file that will be used for purposes of discipline.

ARTICLE XXI
RATINGS AND PROBATIONARY REPORTS

An employee shall be given the opportunity to review and respond in writing to rating and probationary reports which become part of his Personnel File. An employee's written response to such rating reports will be attached to same and made part of the personnel record.

ARTICLE XXII
COMMITTEES

A. Safety and Uniform Committee

There shall continue to be a Safety and Uniform Committee. This Committee shall be comprised of four (4) persons, two (2) of whom shall be appointed by the Union and two (2) of whom shall be appointed by the Commissioner.

The Committee shall review all matters pertaining to safety of equipment, working conditions, and other matters pertaining to safety of personnel, patients, and the public, except patient care, and further shall recommend to the Commissioner within sixty (60) days of its formation proposed uniform rules and regulations for all personnel within the division.

B. Management/Labor Committee

The purpose of this committee shall be to discuss and make recommendations for improvements in operations of the system. The Management/Labor Committee shall consist of six (6) members; three (3) chosen by the Commissioner of EMS, and three (3) chosen by the Union, consisting of the second Vice

President and two other members, who may be freely rotated, unless otherwise mutually agreed upon. The Commissioner of EMS or his designee shall chair the meetings.

The Management/Labor Committee shall be convened no less than once each quarter.

Members shall receive compensation for time served at an applicable rate of pay, either in compensatory time or cash; at the discretion of the committee member.

A quarterly report shall be prepared and issued to the Association and to each committee member.

ARTICLE XXIII
OVERTIME - PREMIUM PAY

All employees who work overtime shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week or eight (8) in one (1) work day (excluding employees on a twelve hour schedule, who shall receive overtime pursuant to Article XV).

The City will attempt to provide reasonable notice of the scheduling of overtime when possible.

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

All paid time, except sick time, shall be counted as hours worked for the purpose of computing overtime.

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.

All overtime may be earned in cash, and paid in the pay period in which it is earned, or compensatory time at the same rate, at the employee's discretion. Compensatory time earned may be banked in accordance with Article XXXVIII of this Agreement.

The City will maintain an overtime distribution policy aimed at providing equal distribution of available overtime, recognizing that supervisory personnel may be assigned overtime where, after reasonable efforts or under extenuating circumstances, such overtime cannot be assigned to bargaining unit employees. The parties shall create an overtime equalization procedure. Any issues with overtime equalization shall be referred to the Labor/Management Committee.

The following rules govern mandatory overtime:

1. Before any employee can be ordered to work mandatory overtime, all current regular methods of attempting to fill the slot(s) on a volunteer basis shall be exhausted. Employees must provide an accurate and operating phone number where they can be reached.

2. No employee shall be required to work beyond eighteen (18) consecutive hours (excluding employees who have volunteered to work twenty-four (24) consecutive hours). All employees who have been mandated to stay on eight (18) consecutive hours or volunteer to work twenty-four (24) consecutive hours shall be afforded the ability to have six (6) consecutive, uninterrupted hours off duty before being required to return to duty. While working consecutive shifts, RED Center personnel are entitled to breaks and meal periods for each shift in accord with Article XVII (Working Hours) of the parties' collective bargaining agreement.

3. When mandatory overtime is necessary, the most junior eligible employee shall be sent to the vacant slot where the overtime exists. However, the most junior eligible employee will not always be held for mandatory overtime. An employee shall be held for a mandatory overtime shift, regardless of seniority, if the other employees on duty on that shift have been held on mandatory overtime on two (2) prior occasions in the calendar month. If operations allow, the person held on mandatory overtime may be released from their current assignment in such a fashion as to permit a timely shift change at the station where the overtime exists.

4. When on-coming units reach the level of staffing scheduled for that shift, as determined by the Commissioner of EMS, employees on mandatory overtime shall be released at the Commissioner of EMS's discretion.

5. Although the Division of EMS will attempt to order an employee to work only two (2) mandatory overtime shifts in a calendar month, if necessary, the Commissioner of EMS may order an employee to work more than two (2) mandatory overtime shifts in a calendar month. Any mandatory overtime for four (4) or more hours shall constitute one (1) mandatory overtime shift.

6. Late runs and relief shall not constitute mandatory overtime unless an employee works four (4) hours or more, which shall constitute one mandatory overtime shift.

7. The Commissioner of EMS may give consideration to placing qualified bargaining unit personnel from non-field assignments to a field or dispatch operation opening prior to ordering filed or dispatch personnel to stay on mandatory overtime. The Commissioner of EMS may give consideration to placing supervisory personnel to a field or dispatch operation opening prior to ordering field or dispatch personnel to stay on mandatory overtime, in accordance with Article XV, paragraph 6 of the CBA.

8. The Labor-Management Committee made up of representatives of both parties shall meet to review any other mandatory overtime issues. After implementation, the Committee will remain active to review any implementation problems, including, but not limited to, the appropriate method of communication to employees for voluntary overtime. Committee meetings can be called by either party upon reasonable notice to the other.

9. The parties recognize that in order to provide emergency medical services within its jurisdiction, the Commissioner of EMS may decide, at his discretion, to temporarily increase or decrease the regular complement of staff on duty when he determines that service requirements or special circumstances so require.

ARTICLE XXIV
PAY DAY

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 either by direct deposit, payroll debit card, hand delivery (being issued the paycheck at the work site) during their work shift, or by direct mail.
- 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.
- City time is not to be used for cashing a paycheck.
- The City will process any pay error in the next regular pay period.
- Employees who fail to pay moving violation fines and/or parking tickets/fines received on City vehicles, after ratification of this 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.
- 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 XXV
DISCIPLINE

Discipline is defined as any verbal or written warning, suspension, discharge, demotion, or reduction in pay. An employee who is disciplined must be disciplined within thirty (30) working days from the date the Commissioner or Chief of Operations had knowledge of said event. If the event is referred to the City's Accident Review Committee or the City's EEO office, this shall be extended to sixty (60) working days. In the case of written warning, suspension, or discharge, the employee has a right to have a Union Steward present and, upon request, will be permitted to discuss his discipline in an area provided by the City before he is required to leave the premises. If a steward is being disciplined, he has a right to be represented by a Union Officer.

An employee who is suspended or discharged shall be given a written notice stating the reason for the disciplinary action within three (3) working days. A copy of the written notice will be given to the

Union. All suspensions shall be for a specific number of consecutive working days. All verbal warnings may be reviewed through the grievance procedure (including where appropriate an appeal thru Civil Service) up through Step 3 of the procedure. Any written warning, suspension, discharge, demotion or reduction in pay may be appealed thru Step 4 of the grievance procedure, save that any disciplinary action taken as a result of an employee's violation of our Section No-Strike shall not be appealable through the grievance procedure. All discharge grievances may be appealed directly to Step 3 of the grievance procedure.

All suspensions shall be for a consecutive number of working days excluding holidays. Employees will not serve suspension time on holidays, nor will any suspension time ending the day before or after a holiday, preclude that employee from receiving holiday pay, with the exception of those employees on administrative suspension pending the outcome of an investigation.

The City shall not consider, as a basis of progressive discipline, any reprimand, suspension, or other disciplinary action which occurred more than two (2) years previous.

C. Administrative Suspensions

Any employee arrested for any felony charge or a misdemeanor offense of being in possession of or under the influence of alcohol or drugs, or for failure to possess a valid driver's license for those employees required to drive a City vehicle can be placed immediately on administrative suspension following a pre-disciplinary hearing. Employees are required to report to the Commissioner arrests and/or convictions for any of these aforementioned offenses. Following criminal adjudication of such charges, any discipline undertaken against the employee must be administered within thirty (30) days of the time the Commissioner or Chief of Operations had knowledge of the adjudication.

The legitimacy of the administrative suspension or drug/alcohol testing can be challenged through the grievance procedure where a jury or judge has decided that the employee is not guilty of the offense or related offense or where the charges are dismissed or disposed of for reasons other than the employee pleading guilty or no-contest to another offense. Such a grievance can be filed initially at Step 3 of the Grievance Procedure. Where challenged, the City shall be required to verify by a preponderance of the evidence, that the employee was guilty of the offense. Where the City is unable to verify that the employee was guilty of the offense, the employee shall be made whole for the time of the administrative suspension and not be subject to random testing.

Employees cannot be placed on administrative suspension or otherwise disciplined for any other type of misdemeanor arrest without a pre-disciplinary hearing finding the employee to be in violation of the rules, regulations or policies of the Division.

Moreover, employees found guilty of a drug or alcohol related offense shall be required to submit to a drug/alcohol test upon return to work and to the random drug testing process of Article XLII. Employees may otherwise be subject to the random drug testing process for an arrest for a drug or alcohol related offense subject to challenge as set forth above in paragraph two. If challenged, random drug testing will not occur until the grievance-arbitration process has been exhausted.

D. Pre-disciplinary Hearings

Prior to scheduling a pre-disciplinary hearing, the City will make an effort to coordinate with the schedule of the Union. The City will provide the Union with information regarding the charge against the employee including dates and times. The City will provide a copy of any citizen or hospital complaint (or supervisor's summary thereof) in the possession of the Division of EMS, prior to the hearing, redacting all information necessary to comply with HIPAA.

ARTICLE XXVI
GRIEVANCE PROCEDURE

Section 1. A grievance is a dispute or a difference between the City and the Union, or between the City and an employee, concerning the interpretation and/or application of any provision of this contract. Other than disciplinary actions appealed to the Civil Service Commission, as set forth in Section 2 below, the Grievance Procedure shall serve as the exclusive remedy for the employees or the Union to address alleged violations of this Agreement. When a grievance arises, the following procedure shall be observed:

Step 1: A grievance shall be reduced to writing and presented to the Commissioner, or his designee, within ten (10) working days after the event giving rise to said grievance. The grievance shall include a summary of the underlying facts, contract articles violated, and either the grievant's signature or the Union representative's signature. The Commissioner, or his designee, shall meet with the union steward and/or local union officer within ten (10) working days from receipt of the grievance in an effort to resolve said grievance and shall render an answer in writing within five (5) working days of the meeting. The answer shall set forth in detail whether the grievance is sustained, denied or settled and the reasons thereof.

Step 2: If a grievance is not satisfactorily settled at Step 1, the Union may appeal the grievance to the Safety Director or her designee within ten (10) working days of the Step 1 answer. The Safety Director or her designee shall meet with the union steward and/or local union officer within five (5) working days from receipt of the Step 2 grievance in an effort to resolve said grievance and shall render an answer in writing within ten (10) working days of the Step 2 meeting. The answer shall set forth in detail whether the grievance is sustained, denied or settled and the reasons thereof.

Step 3: If a grievance is not satisfactorily settled at Step 2, the Union may appeal the grievance to the City's Labor Relations Representative within ten (10) working days of the Step 2 answer. The City's Labor Relations Representation shall meet with the union steward and/or local union officer within ten (10) working days from receipt of the Step 3 grievance in an effort to resolve said grievance and shall render an answer in writing within ten (10) working days of the meeting. The answer shall set forth in detail whether the grievance has been sustained, denied or settled and the reasons thereof. All grievances involving the payment of wages may be filed at Step 3.

Step 4: If a grievance is not satisfactorily settled at Step 3, the Union may appeal the grievance to arbitration. Such submission shall be submitted in writing within thirty (30) working days of the Step 3 answer to the Department of Personnel and 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 Public Safety Section).

Section 2. Any disciplinary action involving suspension, demotion or discharge may be appealed either to the Civil Service Commission (if applicable) or through the grievance procedure. However, an appeal to one forum shall automatically waive the appeal right to the other forum and in no case shall an employee be permitted to utilize both procedures. Any grievance regarding the discharge of an employee may be appealed directly to Step 3 of the grievance procedure.

Section 3. Within ten (10) working days following the submission to arbitration, the Union shall request a list of arbitrators from the American Arbitration Association or from the Federal Mediation and Conciliation Service. Once a list is requested, the parties shall alternatively strike names until an arbitrator has been selected. Either side may reject the list of arbitrators and request a subsequent list be submitted.

The losing party at arbitration shall be responsible for the fees of the arbitrator. The grievant, Union representatives, and any necessary witnesses will not lose regular straight time pay spent at arbitration

proceedings, provided the Union notifies the city of the names of the individuals whom they are requesting to be present at least 72 hours prior to the hearing. In instances where either party contests arbitrability, the question of arbitrability will be placed in front of an arbitrator and the same arbitrator will also hear the case on the merits.

The arbitrator's decision shall be rendered by both parties in writing within thirty (30) days and shall be binding on both parties. The arbitrator shall have no authority to add to, subtract from, disregard or modify any provisions within the contract and shall confine his decision to the express issues put before him by the parties.

Section 4. For the purposes of this Article, timeliness is counted as working days, Monday through Friday, excluding holidays. Extensions of time may be granted by mutual agreement of the parties.

Section 5. A grievance which is untimely filed initially shall not be considered a grievance, or at subsequent steps shall be considered settled in accordance with the most recent (last) answer by management.

However, in such cases, the Union shall not waive its right to pursue policy grievances in future cases (e.g. reasonableness of work rules).

The City shall be under no obligation to meet and/or hear untimely grievances.

Any grievance for which the response by management is not timely may be appealed by the Union to the next step.

Section 6. A grievant may be present at Step 2 and/or Step 3 of the grievance process. The appropriate procedure for ensuring attendance is as follows:

C.A.R.E./ILA, Local 1975, AFL-CIO or a grievant may request that the grievant be present at a Step 2 and/or Step 3 hearing. A request by C.A.R.E./ILA, Local 1975, AFL-CIO or a grievant that the grievant be

present shall be made in the grievance appeal letter or not later than seven (7) days before the date scheduled for hearing.

In the event that C.A.R.E./ILA, Local 1975, AFL-CIO or the grievant have requested the grievant's presence, the Respondent and C.A.R.E./ILA Local 1975, AFL-CIO and/or the grievant will cooperate in scheduling the hearing on a day when the grievant is off-duty.

Whenever C.A.R.E./ILA Local 1975, AFL-CIO or a grievant request the grievant's presence at a Step 2 and/or Step 3 hearing, the grievant shall attend the hearing on the grievant's own time and not be paid by the Respondent for the time spent in attendance.

The Respondent may also request the grievant's presence at a Step 2 and/or Step 3 hearing. In such case, the grievant will be considered on duty while attending the hearing. If the Respondent requests the grievant's presence, the Respondent has the option of scheduling the hearing on a day the grievant is on-duty.

Attendance at Step 2 and/or Step 3 hearings shall at all times remain subject to operational needs including, but not limited to, emergencies.

ARTICLE XXVII
VOLUNTARY DISPUTE SETTLEMENT PROCEDURE

Either the City or the Union may initiate negotiations by letter received by the other party no earlier than 150 days before and no later than 120 days before the Agreement expires. The parties shall hold their first negotiation session within fifteen (15) days of notification, at which time they will jointly notify S.E.R.B. of the commencement of negotiations and impasse procedures identified in this Agreement in place of the procedure alternatively provided and then in effect under Rev. Code 4117.14 and related sections.

All negotiation sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties.

If within forty-five (45) days before the nominal expiration of the Agreement, or a date mutually agreed upon, tentative agreement on all items is not reached, either party may use the services of the Federal Mediation and Conciliation Service (FMCS) or S.E.R.B. mediation, as follows:

A. FMCS or S.E.R.B. shall be contacted by either party so that mediation may start within three (3) days after petitioning FMCS or S.E.R.B. on the date mutually agreed upon.

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

In the event parties are unable to reach agreement by March 31, 2010 or a date mutually agreed upon, either of the parties may request a list of arbitrators from either the State Employment Relations Board or the American Arbitration Association and the parties shall select an arbitrator by an alternate strike-off method, beginning with the Union. As soon as practical thereafter, the parties' positions with respect to all unresolved issues will be presented to the arbitrator for a final and binding decision.

The arbitrator shall select either the City's proposal or the Union's proposal on an issue-by-issue basis.

ARTICLE XXVIII
HEALTH COVERAGE

Hospitalization/Surgical. The City agrees to provide single or family coverage, whichever is applicable, for each eligible member enrolled in any of the health coverage plans under the terms and conditions set forth in this Article. Employees shall maintain their current level of benefits through August 31, 2014 and then will be provided benefits in accordance with Addendum A (summary description of

benefits effective September 1, 2014). 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 agreements of the City and the Union, except as otherwise set forth in this article.

All members shall contribute the currently-defined contribution amounts on any hospitalization/medical plans offered by the City through August 31, 2014. Effective September 1, 2014, members shall contribute a percentage for such plans based on the City's costs or fully-insured equivalent cost of hospitalization, prescription drug, dental and vision coverage to be deducted from the member's wages as follows:

Effective September 1, 2014:

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
MMO PLUS	12%	11%	16%	15%
ANTHEM BLUE ACCESS PPO	12%	11%	16%	15%
HEALTH SPAN	12%	11%	16%	15%

Effective April 1, 2015:

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
MMO PLUS	13%	12%	17%	16%
ANTHEM BLUE ACCESS PPO	13%	12%	17%	16%
HEALTH SPAN	13%	12%	17%	16%

Employees will be provided the opportunity to enroll in an available alternative plan during the enrollment period.

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

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.

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

The City shall have the discretion to implement and offer a voluntary, optional high-deductible hospitalization plan for employees with benefit levels as outlined in Addendum B. If so implemented and elected, the premium rates shall be as follows:

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
Employee Premiums (including Rx, dental and vision coverage)	8%	8%	12%	12%

To satisfy the "wellness" requirements and be eligible for the reduced premium contributions, the employee must complete annually a health-risk assessment and have participated once annually in a biometric screening. The screening can be attained either through a program offered by the City, at its option, or by the employee through an annual physical conducted by a physician. The screening shall require the following measurements:

Height
Weight
Body mass index (BMI)
Waist circumference
Blood pressure

The screening shall also require a blood sample to measure:

Total cholesterol
High-density lipoprotein (HDL)
Glucose
Low-density lipoprotein (LDL) (available only with the fasting test)
Triglycerides (available only with the fasting test)

The City shall establish the initial deadline in 2014 on which employees must satisfy the wellness survey/screening requirements. The City shall provide no less than thirty (30) days' advance notice of said deadline. Until such deadline is set, the "wellness" premium contribution rates shall apply.

No later than 150 days prior to expiration, the parties shall convene a labor management committee with no more than three (3) representatives from each party in order to discuss the possible application of health-oriented results to the Wellness Initiatives in the next contract.

Life Insurance. During the term of this Contract, the City shall provide all members with Group Term Life Insurance in the amount of $15,000.00.

Dental Insurance. The City shall continue to provide all members with a dental insurance package which shall include orthodontist benefits.

Vision Insurance. The City shall continue to provide a vision insurance plan for employees.

The City shall have the right to change insurance carriers or convert to, and from, a self-insured and fully-insured model, provided that benefits levels remain substantially the same. The City shall provide no less than forty-five (45) days advance notice to the Union in order to meet and confer regarding the proposed change.

ARTICLE XXIX
HAZARDOUS DUTY INJURY

The City recognizes that certain of its safety employees are exposed to unique occupational hazards and that periodically a hazardous duty injury is suffered by a member of its force. With this in mind, the City has determined that this type of injury shall fall under the following provisions:

A. "Hazardous Duty Injury" is defined as an injury suffered on duty which is not caused by a failure to perform in the correct and standard manner and which meets one of the following conditions:

1. An injury suffered as a result of an assault, unless it is determined through disciplinary procedures that the employee provoked the assault.

2. An injury occurring while an EMS vehicle was responding with lights and siren to an emergency call, or transporting a patient with lights and siren, and the Director of Public Safety has determined the operator(s) were not at fault. Negligence of the operator shall not preclude hazardous duty coverage to an employee other than the driver.

3. Any injury suffered as a result of aiding a patient and which is determined to be of a serious and debilitating nature by the Safety Director, in consultation with the City's Medical Bureau or a physician selected by the City.

4. A contagious disease which was contracted while performing medical care or reaction to prophylactic medication.

5. Any injury not covered by paragraphs one (1) through four (4) which has been jointly determined a "Hazardous Duty Injury" by the Safety Director and the City's Medical Bureau or a physician selected by the City.

B. An employee must petition the Safety Director within seven (7) working days of the incident for determination as to whether said employee qualifies for hazardous duty injury eligibility. If the employees meet the criteria, he shall immediately be placed on this injury status. If the employee fails to notify the Director within this seven (7) day period, he shall have waived all consideration under this section.

In responding to employee requests for HDI, the City shall provide written correspondence to the employee indicating whether the Commissioner has recommended approval or denial of HDI benefits. If the Commissioner has recommended that HDI benefits be denied, then the Commissioner shall provide the employee a detailed written explanation as to why the employee's injury did not qualify for HDI benefits.

Notice of the Commissioner's recommendations concerning HDI benefits shall be provided to the employee within a reasonable time period of the Commissioner reaching his or her recommendation. When notice of the Commissioner's recommendation is provided to the employee, the employee shall also be provided a copy of all forms relating to the injury for which the employee requested HDI benefits.

In a cooperative effort to minimize future injuries, CARE and the Commissioner agree to meet each quarter for a Safety Committee meeting. The Safety Committee will be comprised of the Commissioner, the EMS Safety Officer, up to two (2) CARE Executive Board members, and other members appointed by the Commissioner. The Safety Committee will review individual injuries and all circumstances surrounding each injury in order to identify those conditions, circumstances, practices, etc. contributing to hazardous duty injuries and discuss means of minimizing and/or eliminating these contributing factors.

CARE members that have been injured (including, but not limited to those employees that have requested HDI benefits) shall appear at the meetings to discuss their injuries. Seven (7) days prior to the quarterly meeting, Division of EMS will issue an agenda for the Safety Committee meeting that lists all individuals that will appear before the Committee, including the injured individual's supervisor at the time of injury. The purpose of an individual's appearance is to identify the cause of the injury and troubleshoot as to how to prevent such injuries in the future. Individuals appearing before the Safety Committee will be compensated at their regular rate of pay. The Commissioner reserves the right to reverse any HDI benefit denial based upon the information provided at the Safety Committee meetings.

This process does not in any way effect a bargaining unit member's and/or CARE's right to file a grievance.

C. An employee on this injury status is prohibited from engaging in any other employment during any period of time that he/she is receiving hazardous duty injury pay from either the City or wages from Ohio's Workers' Compensation.

D. Salary payments of the City to hazardous duty injury employees shall be reduced by any wages received under Workers' Compensation.

E. The City may require periodic examinations to determine the continued extent of incapacity and when an employee may be returned to normal duty. While both the City and the Union acknowledge that there are no permanent restricted duty assignments available, the Safety Department may, at its option, designate certain assignments as temporary restricted duty assignments from time to time to which an eligible employee may be assigned. The assignment of said employees is the sole responsibility of the employer based upon the medical bureau's

examination results, and the availability of an assignment, provided no assignment shall exceed thirty (30) working days.

F. An employee shall lose no benefits while in this status, however, he shall not accrue additional sick time nor be credited for any holiday occurring during this period of time.

G. An employee may receive hazardous duty injury benefits for a total of one hundred twenty (120) days per incident, and may be extended, as deemed necessary by the Safety Director, for additional periods of sixty (60) working days, but not to exceed three hundred (300) working days.

H. While on Hazardous duty, employees will not be relieved from their obligation to maintain monthly certification, unless otherwise unable to do so due to the injury.

I. The hazardous duty injury status of the employee may be rescinded if he/she fails to demonstrate compliance with prescribed rehabilitation regimes.

J. The employee is required, while on hazardous duty injury, to attend court appearance, predisciplinary hearings, etc., and not be compensated at an overtime rate of pay.

ARTICLE XXX
LIGHT DUTY

The City will maintain a light duty policy. The City agrees that it will discuss with the Union any changes made to the policy.

ARTICLE XXXI
COMPENSATION

Wages

In settlement of wages for the year 2013, there shall be a one percent (1%) wage increase added to the base rates of the classifications, retroactive to April 1, 2013.

In settlement of wages for the year 2014, there shall be a two percent (2%) wage increase added to the base rates of the classifications, retroactive to April 1, 2014.

In settlement of wages for the year 2015, there shall be a two percent (2%) wage increase added to all base rates of the classifications, effective on or about April 1, 2015.

Shift premium for employees on the second, third and rotating shifts will be thirty-five cents ($.35).

New employees hired by the Division of EMS shall receive a training wage for all hours worked during the training period, for a period not to exceed one hundred eighty (180) days for EMT's or paramedics and one hundred twenty (120) days for EMDs:

$10.50/hour or the existing living wage rate, whichever is greater.

Employees no longer employed by the City at the time the contract is ratified or the date the Conciliator issues an award are not entitled to retroactive payments of wages or other monetary benefits.

Field and Dispatch Training Officers

There shall be established a Field Training Officer position for EMT/Paramedic. At a minimum, the FTO shall be a functioning paramedic with at least twenty-four (24) months of job classification seniority. The FTO shall be entitled to receive an additional one and one-half (1.5) hours of pay for days in which the FTO acts in that capacity. An employee is considered to be working as an FTO when he or she is training a student or a new employee within six (6) months of the end of that employee's training period (as designated in Article XXXI, Compensation).

FTO compensation is authorized in situations in which training of new employees by qualified Field Training Officers is purposefully and demonstrably undertaken, either through training documentation or temporary assignment.

Such demonstrated training may occur in situations in which the new employee supplants the FTO's regular partner, or in which the trainee is assigned as the third member of a squad. If field personnel are assigned to RED Center as an FTO and are scheduled to work with a student, the employee shall receive FTO pay.

FTO's performing training duties for less than four hours in any given day will be compensated at one half (2) of the regular one and one-half (1/2) hour full day rate, or an additional three quarters (3/4) of an hour.

There shall be established a Dispatch Training Officer (DTO) position for certified Emergency Medical Dispatchers (EMD). At a minimum the DTO shall be a certified EMD with at least 12 months of job classification seniority. The DTO shall be entitled to receive an additional one and one-half (1-1/2) hours of pay for work-shifts in which the DTO functions in the capacity.

DTO compensation is authorized in situations in which training of cadets by a qualified DTO is purposefully and demonstrably undertaken, either through training documentation or temporary assignment.

DTO's performing training duties for less than four (4) hours in any given work-shift will be compensated at one-half (1/2) of the regular one and one-half (1-1/2) hours full work-shift rate, or an additional three quarters (3/4) of an hour.

All FTO's and DTO's are selected at the discretion and approval of the Commissioner of Cleveland EMS. Any demotion or removal from an FTO or DTO position shall be governed by established disciplinary procedures or as operational needs dictate.

Call-In Pay

An employee shall receive a minimum of two (2) hours of straight time for in-services or call-ins not contiguous to his or her shift or for cancellation after show-ups. An overtime rate shall be applied if otherwise required by the Agreement.

ARTICLE XXXII
STEP SCHEDULE

Emergency Medical Technician

	04/01/13	04/01/14	04/01/15
Start	$33,201.85	$33,865.89	$34,543.21
After 1 year	$37,774.84	$35,470.34	$36,179.75
After 2 years	$37,396.71	$38,144.64	$38,907.53
After 3 years	$39,665.36	$40,458.67	$41,267.84
After 4 years	$41,934.00	$42,772.68	$43,628.13
After 5 years	$46,883.88	$47,821.56	$48,777.99

Paramedic I (Functioning Paramedic 0-12 Months)

	04/01/13	04/01/14	04/01/15
Start	$34,972.75	$35,672.21	$36,385.65
After 1 year	$36,444.04	$37,172.92	$37,916.38
After 2 years	$39,167.58	$39,950.93	$40,749.95
After 3 years	$41,436.22	$42,264.94	$43,110.24
After 4 years	$43,704.85	$44,578.95	$45,470.53
After 5 years	$48,654.73	$49,627.82	$50,620.38

Paramedic II (Functioning Paramedic 12-36 Months)

	04/01/13	04/01/14	04/01/15
After 1 year	$36,861.33	$37,598.56	$38,350.53
After 2 years	$39,610.30	$40,402.51	$41,210.56
After 3 years	$41,878.91	$42,716.49	$43,570.82
After 4 years	$44,147.55	$45,030.50	$45,931.11
After 5 years	$49,097.43	$50,079.38	$51,080.97

Paramedic III (Functioning Paramedic 36 Months or Longer)

	04/01/13	04/01/14	04/01/15
After 3 years	$42,321.63	$43,168.06	$44,031.42
After 4 years	$45,727.35	$46,641.90	$47,574.74
After 5 years	$50,677.26	$51,690.81	$52,724.63

Emergency Medical Dispatcher

	04/01/13	04/01/14	04/01/15
Start	$31,221.21	$31,845.63	$32,482.54
1 – 2 years	$33,114.83	$33,777.13	$34,452.67
3 years	$36,125.26	$36,847.77	$37,584.73
4 years	$39,135.71	$39,918.42	$40,716.79
5 years	$42,978.86	$43,838.44	$44,715.21

ARTICLE XXXIII
LEGALITY

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 and shall not affect the validity of the remaining paragraphs of this Contract. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful alternative provision.

ARTICLE XXXIV
UNIFORM ALLOWANCE

All regular full-time employees shall receive an annual maintenance allowance of Two Hundred Dollars ($200.00) payable on March 1 of each year. Effective March 1, 2014, this amount shall be increased to Three Hundred Twenty-Five Dollars ($325.00). Employees shall also receive an annual uniform allowance of Four Hundred Seventy-Five Dollars ($475.00), payable on June 1st of each year, effective in 2014. The parties may agree to utilize a purchase order system, under which uniforms are purchased directly by the City in bulk, utilizing this uniform allowance.

Employees who are in "unpaid status" (other than FMLA or military leave) in excess of sixty (60) calendar days shall have their uniform allowance and uniform maintenance allowance pro-rated.

ARTICLE XXXV
AMBULANCE MECHANICAL CONDITION REPORTS PROCEDURE

Any employee who believes his or her squad is unsafe for operation and presents a clear and present danger to the safety and welfare of either the employee or the public, may notify his Supervisor of such condition. The Maintenance Supervisor, or in his absence, the Commissioner, or his designee shall determine the condition of the vehicle and may, in appropriate situations, order said vehicle out of operation.

ARTICLE XXXVI
BASE TRANSFER DETAIL ALLOWANCE AND IN-SERVICES

The City will pay a detail allowance of Five Dollars ($5.00) when an employee is required by the City to use his or her own vehicle to move from an assigned job site to another during the course of a workday. This detail allowance will not be applicable to transfers between two job sites when the employee is working a double shift, or when the employee is involved in official union business.

Where feasible, the City shall provide employees with at least fourteen (14) days advance notice of in-service training.

ARTICLE XXXVII
NOTIFICATION OF RULES, REGULATIONS AND ORDERS

It is understood that the Commissioner shall provide to the Union, three (3) calendar days advanced written notification of rules and regulations and general orders promulgated by the Division pursuant to management's rights, unless operational needs dictate otherwise.

ARTICLE XXXVIII
COMPENSATORY TIME AND SHIFT TRADING

A. Eight (8) hours or twelve hours (12) of an employee's holiday pay (depending upon the employee's shift) shall be utilized as compensatory time in lieu of receiving cash payments.

C. Compensatory time earned must be taken within one year of accrual or upon reaching the applicable FLSA cap, whichever occurs first.

D. The City may, at its option, buy out any portion of any member's accumulated compensatory time earned after January 1, 1987 which exceeds two hundred forty hours (240) hours. The affected member shall be given ten working days notice of such intended action.

E. Employees may take compensatory time with at least seven (7) calendar days but no more than fourteen (14) calendar days advanced notice. Compensatory time requests shall be granted unless operational needs warrant that they be denied. However, requests cannot be denied solely on the basis of having to replace an employee with another employee on overtime. Requests shall be granted in order of the date submitted. Employees shall be notified whether their requests are granted or denied within seven (7) calendar days of the request. Requests submitted with less than seven (7) calendar days notice shall be granted at the sole discretion of the City. If such request is granted, it shall be done no later than 24 hours in advance of the shift requested. No more than two (2) employees in the field and one (1) employee in the RED Center shall be permitted off on compensatory time per shift. However, this number may be increased at the Commissioner's sole discretion. Employees in the same unit cannot utilize compensatory time on the same shift.

This notice and other requirements and caps contained herein shall not apply to compensatory time used pursuant to Article IX, Section C (Funeral Leave), Section D(2) (Personal Court Time) or Section J (Maternity Leave).

Upon request of the Union, not more frequently than once every sixty (60) days, the City shall produce a report or provide access to documents reflecting employees requesting compensatory time and whether the requests were granted.

F. The City agrees to budget $90,000 in the 2014, 2015 and 2016 calendar years from which employees may cash out their accumulated compensatory time under a formula agreed upon between the Union and the City. If the requests exceed the amount budgeted in each calendar year, then such requests shall be paid on a pro rata basis.

G. With the approval of the City, which approval shall not be unreasonably denied, employees may trade full shifts, so long as the trade is returned within two (2) pay periods.

ARTICLE XXXIX
SERGEANT/CREW CHIEF AND SERGEANT/COORDINATOR ASSIGNMENTS

An employee who is assigned to the R.E.D. Center Sergeant/Crew Chief position shall receive an additional prorated $3,000 per year. This amount shall not be used in the calculation of wage increases, but shall always be in addition to the employee's base rate. The Union recognizes that the Commissioner shall have the sole discretion in assignment of employees to serve as Sergeants/Crew Chiefs. When an EMD serves as a Sergeant/Crew Chief, and the EMD is certified as an Emergency Medical Technician, the EMD shall receive the same compensation as Emergency Medical Technicians designated as Sergeants/Crew Chiefs. No employee shall be determined to be a Sergeant/Crew Chief unless so assigned by the Commissioner. The Commissioner has sole discretion in determining the necessity and duration for Sergeant/Crew Chief assignments and/or reassignments.

An Emergency Medical Technician, Paramedic or Emergency Medical Dispatcher who is assigned to the Sergeant/Coordinator position, shall receive an additional prorated $3,000.00 per year, effective January

1, 2008. This amount shall not be used in the calculation of wage increases, but shall always be in addition to the employee's base rate. The Union recognizes that the Commissioner shall have the sole discretion in the assignment of Emergency Medical Technicians, Paramedics or Emergency Medical Dispatchers to serve as Sergeants/Coordinators. When an Emergency Medical Dispatcher, who was employed by the City and certified as an Emergency Medical Technician on or before January 1, 2014, serves as a Sergeant/Coordinator, the Emergency Medical Dispatcher shall receive the same compensation as Emergency Medical Technicians designated as Sergeants/Coordinators. No employee shall be determined to be a Sergeant/Coordinator unless so assigned by the Commissioner. The Commissioner has sole discretion in determining the necessity and duration for Sergeant/Coordinator assignments and/or reassignments.

Any demotion or removal from a Sergeant/Crew Chief or Sergeant/Coordinator position shall be governed by established disciplinary procedures or as operational needs dictate. Reductions based on operational needs shall be made in inverse order of seniority as a Sergeant/Crew Chief or Sergeant/Coordinator.

Acting Sergeant/Crew Chief: The City will designate Acting Crew Chief(s), where no Crew Chief or supervisor acting as a Crew Chief is on duty for two (2) or more hours. An employee designated as a Crew Chief shall receive one and a half (1 ½) hours of pay at straight time if serving in the capacity for more than four (4) hours. If four (4) hours or less, the employee shall receive three-fourths (3/4) of an hour of pay at straight time.

ARTICLE XL
ADVANCED LIFE SUPPORT

As used in this article, Advanced Life Support is defined as those procedures, techniques and skills regularly performed by employees designated to perform paramedic duties in accordance with American

Heart Association (AHA) standards and Divisional protocols, in addition to their duties as an EMT on units designated by the Commissioner to be ALS units.

Determination of the selection process, including minimum qualifications, training requirements and testing requirements shall be made at the sole discretion of the Commissioner of EMS. The Union recognizes the personnel assigned to ALS shall be determined at the sole discretion of the Commissioner of EMS.

Assignments to ALS shall only be made from a list of those EMT's who have successfully completed the required training and passed the qualifying examination.

To receive compensation as a paramedic, an EMT must maintain State Paramedic Certification, and "functioning" status, and must successfully complete all additional in service training.

All new employees (other than EMDs) hired after August 19, 1998, must become certified paramedics within two (2) years in order to maintain their employment. An employee may appeal to the Commissioner for an extension of the two (2) year time frame in the event of personal hardships and other unforeseen events. An employee will be considered to have satisfied the two (2) year certification requirement as long as the employee is enrolled in a paramedic program within two (2) years of employment, and successfully completes the program. In addition to the requirements of the preceding paragraph, all new employees (other than EMDs) hired after March 1, 2011, must become certified "functioning" paramedics within three (3) years and must maintain that status in order to maintain their employment. An employee may appeal to the Commissioner for an extension of the three (3) year time frame in the event of unforeseen circumstances and must provide valid documentation that substantiates the circumstances. Employees re-certifying shall be provided a total of three (3) chances to pass the functioning exam. The two additional attempts must be completed within one hundred and twenty (120) days of the first exam.

Discipline arising out of an ALS-related incident shall be governed by standards established by the Division. Discipline may be subject to the grievance procedure. Removal from functioning ALS assignment shall be based on established disciplinary procedures.

ARTICLE XLI
COURT TIME

If an employee is called in by the employer when he or she is not on duty to make court appearances or to be present in other court-related matters, the employee will be paid a minimum of two (2) hours at time and one-half (1-1/2).

ARTICLE XLII
DRUG AND ALCOHOL TESTING

(1) Policy Statement: Both the Union and the City recognize illegal drug usage and workplace alcohol abuse/misuse as a threat to the public's safety and welfare as well as to the employees of the Division of Emergency Medical Services. Thus, the Division will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is Education, Prevention and Rehabilitation, rather than termination.

(2) Definitions:

(a) "Illegal Drug" means any controlled substances as defined in the Ohio Revised Code, including cannabis.

(b) "Illegal Drug Usage" means the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

(c) "Drug Test" means a urinalysis test employing the gas chromatography/mass spectrometry (GC/MS) utilizing urine samples collected according to chain of custody procedures which are consistent with the United States Department of Transportation ("D.O.T.") guidelines.

(d) "Misuse of Alcohol" means the use or possession of ethyl, methyl or isopropyl alcohol in violation of this policy.

(e) "Alcohol Test" means a test selected and certified under Federal Standards. An initial positive level of .03 grams per 210L of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employees personnel file. Only employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the employee's personnel file.

(3) Notice and Education of Employees Regarding Drug/Alcohol Testing: There will be a ninety (90) day education and information period prior to the testing under this policy for employees, except that prior policies governing the use of reasonable suspicion, the testing of probationary employees and testing under consent forms shall remain in effect during this period. All employees will be informed of the Division's drug/alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs/alcohol on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of these tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive

for illegal drug use and alcohol abuse/misuse. All new employees will be provided with this information when initially hired. No employee shall be tested under this policy until this information has been provided.

(4) Basis for Ordering an Employee to be Tested for Drugs/Alcohol: Employees may be tested for drugs/alcohol abuse/ misuse during working hours under the following conditions:

(a) "Reasonable Suspicion." That there is reasonable suspicion that the employee to be tested is using or abusing illegal drugs or misuse of alcohol while on-duty. Such reasonable suspicion must be based on objective facts or specific circumstances found to exist which present a reasonable basis to believe that an employee is using or abusing drugs or misuses of alcohol. Two examples of where reasonable suspicion shall be deemed to exist are where there has been a serious on-duty injury to an employee or another person, the cause of which is otherwise unexplained, and where an employee, while driving a City vehicle, becomes involved in a traffic accident which results in physical harm to persons or property, where the circumstances raise a question as to the existence of illegal drugs/alcohol abuse/misuse. The Commissioner of the Division of EMS or his/her designee who orders an employee to take a drug/alcohol test shall give the employee and the Union, in writing, the "reasonable suspicion" reasons prior to ordering the test.

(b) "Random Testing." Employees, during their regularly scheduled shift, are subject to Random Drug/Alcohol Testing, effective after the employee education process (as stated above) is completed. The annual number of such random tests shall not exceed twenty-five percent (25%) of the employees covered by this contract as of April 1, of any given year. Such test shall be reasonably spread throughout the year. Employee(s) notified of their selection for random/drug alcohol testing shall proceed immediately to the collection site. An employee who is on a regularly scheduled day off, vacation day, already absent due to illness or injury, on Compensatory Time Off (approved

before the employee was scheduled for testing) or under subpoena from a Court, shall be excused from testing, but will remain subject to future random testing.

(c) Following any on-duty accident resulting in bodily injury experienced by the employee or others.

(d) Upon return to duty after an absence for an unexplained illness or from a thirty (30) day or more disciplinary suspension, or upon reappointment to the Division.

(e) Upon return to duty after participation in a substance abuse rehabilitation program, regardless of the duration of the program, the employee shall be required to undergo three (3) urine tests within the one-year period starting with the date of return to duty.

(f) During the six (6) month probationary period.

Prior to obtaining a drug/alcohol test from an employee as set forth in sections (a) through (e) above, the City shall instruct the employee that the results of the drug/alcohol test may be used for discipline, up to and including termination.

(5) Urine Samples: Samples for drug/alcohol testing employees shall occur in a medical setting and conform to United States Department of Transportation ("D.O.T.") guidelines. The testing procedures should not demean or embarrass or cause physical discomfort to the employee tested.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee will complete a form indicating the use of all drugs currently being taken and identify the prescribing physician.

The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure that the results match the employee tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

An employee shall be entitled to the presence of a Union Representative before testing is administered.

(6) Testing Procedure: The laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing process phase shall consist of a two-step procedure.

(a) Initial screening step, and

(b) Confirmation step.

The urine sample is first tested using a screening (EMIT) testing procedure. A specimen testing positive will undergo an additional confirmatory test employing the gas chromatography/mass spectrometry (GC/MS). An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall be treated with the same confidentiality. Any employee who tests

positive for drugs and/or alcohol will be given the opportunity to review the tests and, if desired, a reasonable opportunity to rebut the results.

(7) Disciplinary Action: Employees who, as a result of being drug tested randomly or based on "reasonable suspicion," who test positive for illegal drugs, or who as a result of Areasonable suspicion@ testing test positive for alcohol, may be subject to discipline up to and including termination. An employee, who as a result of a random test, tests positive for the first time for alcohol and who cooperated and fulfilled the obligations under (9), Voluntary Participation in a Dependence Program, may be disciplined. The scope of such discipline shall be determined on a case by case basis, but shall not exceed three (3) working days. An employee who as a result of a random test, tests positive for alcohol, for a second time (within a two (2) year period of the first positive test), may be disciplined up to and including termination. The scope of such discipline shall be determined on a case by case basis. Employees must take part in the Voluntary Dependency Program in order to take advantage of the foregoing limitations on discipline.

Voluntary submission to a program can be considered prior to imposition of a disciplinary penalty. Employees who are found to be abusing drug(s) which have been legally prescribed shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of illegal drug use.

Refusal to submit to a drug/alcohol test, or the adulteration of, or switching of a urine sample may also be grounds for discipline up to and including termination.

(8) Right to Appeal: An employee disciplined as a result of a drug/alcohol test has the right to challenge such discipline beginning at Step 3-A of the Grievance Procedure.

(9) Voluntary Participation in a Dependency Program: Employees who are drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Medical Director and members of the Employee Assistance Unit. Voluntary assistance should be

sought before the drug/alcohol abuse affects job performance or endangers fellow employees or members of the public.

(a) Participation in the Employees Assistance Program is voluntary and strictly confidential. Neither the City Administration, the Division of EMS, nor any unit or entity within, shall have access to the program's files and records. However, the Commissioner of the Division of EMS or his designee of the Medical Unit shall be advised when an employee is hospitalized or is an out-patient as part of drug dependency rehabilitation. Also, upon written request of the participating employee, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

(b) Should permission to return to duty following rehabilitative treatment be granted, the employee shall be required to actively continue in a recognized drug/alcohol treatment program monitored by the Employees Assistance Unit and/or Medical Unit and shall be required to undergo three (3) urine tests in a one (1) year period from the date or return to duty.

(c) If an employee who has returned to duty following rehabilitative treatment again uses illegal drugs/alcohol who has been suspended in connection with a second positive alcohol test (within a two-year period) the Commissioner of the Division of EMS shall have the sole discretion in determining whether the employee involved shall again have additional rehabilitative treatment.

(d) Illegal drug use or participation in any drug abuse rehabilitation program will not preclude disciplinary action against an employee for any rule violation even though such rule violation may have been connected in part with drug abuse, and/or even if the rehabilitation program is voluntarily undertaken.

(10) Conflict with other Laws: This policy in no way is intended to supersede any existing State or Federal Laws or waive any constitutional rights that an employee may be entitled to under the State or Federal Constitutions.

(11) Dilute Specimen Procedure: When the Medical Review Officer (MRO) determines that a positive drug screen is dilute, the test will be treated as a verified positive test. The employee will not be directed to provide another test. When the MRO determines that a negative drug test is dilute, the following action will be taken:

(a) If the specimen is dilute, but not substituted, recollection will be performed immediately. If an employee is off-duty when the dilute negative results are received, the employee must report to the testing facility within three (3) hours of being directly contacted by the Division to report for retesting. Where an employee identifies extenuating circumstances for not reporting within the three (3) hour period (e.g. employee is out of town, employee has prior engagements, etc.), the reporting period may be extended to accommodate the extenuating circumstances. An extension of the reporting period will not be unreasonably denied.

ARTICLE XLIII
SICK LEAVE DONATION PROCESS

A. The Sick Leave Bank, contained in the 2010-2013 Agreement, shall remain in effect until such time as the sick leave hours from that Sick Leave Bank are exhausted. Effective upon the ratification of this Agreement, no additional sick leave hours may be donated. Once the sick leave hours from that Sick Leave Bank are exhausted, the new Sick Leave Donation Process, outlined in Section B below, shall apply.

B. An employee who is suffering from a serious medical condition as defined by the FMLA; who has exhausted all of his/her sick, furlough, compensatory and holiday time; and who is not on any step of the Attendance Policy in Appendix A of this Agreement, (except for employees who are on Step 1, and have a grievance pending challenging his or her placement in Step 1 of the Attendance Policy, or are on Step

1 due to a violation of the City's AWOL or Tardiness Control policies), may submit a written request for sick leave donations from other bargaining unit members.

In response to a request for sick leave from an eligible employee, an employee may donate, in writing, sick leave up to a maximum of one hundred twenty (120) hours. Donating employees must have a minimum balance of one hundred twenty (120) hours of sick leave immediately following the donation. Employees cannot contribute more than one hundred twenty (120) hours of sick leave in total donations per calendar year.

C. Sick leave donations may be donated to and/or received from members of the CWA, Local 4340 bargaining unit.

ARTICLE XLIV
LONGEVITY

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 pay status at some time between January 2nd and March 1st of that year.

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

Years of Service	Amount
5 years	$300.00
10 years	$475.00
15 years	$575.00
20 years	$750.00

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 1st of each year. If the employee does not

make a written request for payment of the longevity pay at the time of taking vacations, the longevity pay will be paid on or before March 31st of each year in accordance with the general City schedule.

ARTICLE XLV
SAFETY, SAFETY EQUIPMENT AND COMMUNICABLE DISEASES

A. The City shall provide two portable radios per unit, each of which shall be capable of transmitting on the primary channel at the RED Center.

B. The City shall provide TB testing for all employees once each year, Heptavax inoculations once every five years and Flu shots once each year at the beginning of Flu season. In addition, if any employee is known to actually be exposed to Hepatitis B or if an employee is penetrated by a used needle, Gamma Globulin inoculations will be immediately provided to the employee so affected, if not previously inoculated.

C. Issues related to Haz-Mat/SCBA or other safety matters will be addressed during labor/management meetings if requested by either the Union or the City.

D. Any employee who receives a significant exposure to bodily fluids, as defined in Section 3701.24(a)(12) of the Ohio Revised Code, and is subsequently tested for the HIV virus, shall have all costs incurred as a result of said tests paid for by the City. This shall include all tests as recommended by the appropriate medical facility.

E. Any employee who receives a significant exposure to hazardous materials shall receive appropriate medical testing, which shall be paid for by the City.

ARTICLE XLVI
PROTECTIVE CLOTHING

A. Every employee shall be issued a fire helmet and turnout coat, which shall be replaced as needed. Said protective clothing shall be up to NFPA standards. Employees may purchase bunker pants, fire boots and fire gloves with their uniform allowance, if desired.

B. Bullet proof vests shall be available for use by crews.

C. The City shall provide ear protection to all field personnel.

D. Issues related to protective clothing will be addressed during labor/management meetings if requested by either the Union or the City.

ARTICLE XLVII
EMPLOYEE RIGHTS

A. An employee may review his personnel files. A request for copies of items included in the files shall be honored.

B. If a civilian complaint is investigated and placed in the employee's personnel file, it shall be marked with respect for final disposition.

C. The Union shall be entitled upon request to all pertinent documents relative to any grievance filed, absent reports made pursuant to an on-going criminal investigation and medical records for which a release by the employee has not been provided.

D. All employees shall be entitled to a union representative of the employee's choice at all pre-disciplinary hearings. The Union will notify the City in a timely fashion if the union representative is other than the Second Vice President.

E. All employees requested by the City to be present at a pre-disciplinary hearing, either because the employee may be the subject of discipline or is needed as a witness, shall be considered on duty and paid at the appropriate rate.

F. The City shall not require an employee to undergo a psychological examination unless there is good reason to believe the employee is not able to fulfill the requirements of the job.

G. The City shall maintain the confidentiality of employee social security numbers.

ARTICLE XLVIII
WORK JURISDICTION AND INTEGRATION

Section 1. The City and CARE agree that they will work collaboratively should the City decide to integrate the Division of Fire and the Division of Emergency Medical Service into a new division called the Division of Fire, Rescue and Emergency Medical Service.

Section 2. This integration will be conducted in phases. The City also agrees to keep CARE fully informed and to work collaboratively with CARE for each phase of the integration.

Section 3. The City and CARE agree that the first phase the integration is set forth in a Memorandum of Understanding dated May 18, 2012. The second phase of the integration is set forth in a Memorandum of Understanding attached hereto as Appendix C.

Section 4. The City agrees to combine training for all functioning paramedics with the Division of Fire and Division of EMS. All functioning paramedics from the Division of Fire and Division of EMS will undergo training for annual training requirements as provided by the City. The City shall notify the Union of any changes to such training prior to implementation.

Section 5. The City agrees to combine and consolidate the quality assurance/performance improvement process for all of the Division of Fire and Division of EMS medical runs which involve Basic

Life Support ("BLS") and Advanced Life Support ("ALS"). One quality assurance/performance improvement and recommendation process, approved and recommended by the City's Public Safety Physicians Advisory Board, shall apply to both the Division of Fire and the Division of EMS. Both the Division of Fire and the Division of EMS will be subject to the current and same protocols and be required to complete quality assurance and performance improvement reports and recommendations. All quality assurance/performance improvement activities, such as policy/procedure interpretations and protocol evaluations, will be overseen and directed by the City's Public Safety Physicians Advisory Board, however, any supervisory functions or disciplinary actions related to the City of Cleveland employees will strictly remain under the jurisdiction of each Division's appointing authority and respective chain of command. The Division of EMS will act as the primary liaison between the City and the Physicians Advisory Board related to BLS and ALS quality assurance activities. The parties agree and acknowledge that the Physicians Advisory Board, its Medical Director and/or the City have the exclusive right to determine, modify or adjust the City's quality assurance, training and education procedures, protocols, operations and activities.

ARTICLE XLIX
CAREER LADDER FOR EMDs AND INTEGRATION OF THE COMMUNICATIONS CENTER

Section 1. The City shall create a career ladder for EMDs who want to work in the field either as EMT's or as paramedics. The following rules shall apply:

1. EMD's may apply with all other entry level employees;

2. If hired, EMD's will have no reduction in wages during their training period and shall receive their normal EMD pay.

3. All Division seniority shall transfer when the employee is placed on the EMT or paramedic wage scale.

4. Employees shall serve a probationary period as any other new hires.

5. If the employee fails to complete the probationary period, the employee shall be returned to the RED Center as an EMD.

Section 2. The City agrees to negotiate regarding the effects of any decision to integrate the Dispatch Center.

ARTICLE XLX
DURATION

This Contract represents a complete and final understanding on all operational policy between the City and the Union and it shall be effective upon ratification and remain in full force and effect until March 31, 2016.

CITY OF CLEVELAND

Mayor Frank G. Jackson

Barbara Langhenry, Director of Law

Deborah Southerington 9/22/14

Deborah Southerington, Director,
Department of Personnel and
Human Resources

9/22/14

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

C.A.R.E./ILA, LOCAL 1975, AFL-CIO

President

First Vice President

Second Vice President

1604-12-08

August 27, 1999

Robert Laux, President
C.A.R.E.
2012 W. 25th Street
Suite 800
Cleveland, OH 44113

Dear Mr. Laux:

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

- Theft of City property;
- For employees regularly scheduled to drive a vehicle, 2 DUI convictions within a two-year period;
- Conviction of an offense involving the sale of drugs.

CITY OF CLEVELAND

By: _____
Michael R. White, Mayor

APPENDIX A -
ATTENDANCE POLICY

This policy is effective January 1, 2008. If an employee is in the Sick/Absence Abuse Program as of January 1, 2008, that employee shall be considered to be on the same step of the new policy (i.e. if the employee is on Step 2 of the old policy, the employee will be on Step 2 of the new policy).

I. Employees are expected to report to work at the regularly scheduled arrival time and remain at work until the scheduled departure time. Employees are expected to observe unpaid lunch and break times as scheduled.

An employee who fails to adhere to attendance requirements is subject to progressive discipline as detailed in the schedule described in this policy. For the purpose of this Attendance Policy, the two (2) year rule applies. If an employee's previous discipline was within a two (2) year time period, the employee will progress to the next step of the Discipline Schedule. Violations that are more than two (2) years at the time of discipline will no longer be used against them. However progressive discipline will be maintained from discipline issued within the previous two years.

Whenever an employee is granted an approved leave of absence, the time between the effective date of the approved leave of absence and his/her return to duty shall not be considered to be part of the two (2) year time period mentioned above. Upon return to duty following such leave of absence, such employee shall be required to complete the unexpired portion of his/her two (2) year time period in order for the discipline to no longer be used against them.

II. For purposes of this policy, standards that apply to "attendance" include and are contained in the following categories:

A. Absence Without Leave (A.W.O.L)
B. Sick/Absence Abuse Control
C. Time and Attendance/Kronos Guidelines
D. Tardiness Control

A. ABSENCE WITHOUT LEAVE (A.W.O.L.)

1. City employees are responsible for reporting to work at their regularly scheduled times. If an employee is unable to report to work due to illness or for any other emergency, the employee must notify the City of Cleveland no later than one (1) hour preceding the scheduled starting time for the first (1st) day of the absence.

2. Employees who do not report to work and do not call in within one (1) hour after the start of work will be considered A.W.O.L. An employee will also be considered A.W.O.L., if

without the approval of his or her supervisor, he or she departs from his or her worksite before the end of his or her shift or workday or for scheduled breaks.

3. Time records should reflect the proper notations of A.W.O.L. on the days of each occurrence. Once the employee contacts the designated authority, his or her status may change from A.W.O.L. to either Excused Absence or Unexcused Absence, from that point forward. The reason for absence will be noted A.W.O.L. and the employee will not receive pay for this period.

A.W.O.L. Resignation

1. Employees who are A.W.O.L. for five (5) consecutive scheduled work days may be termed A.W.O.L. resigned. The employee must be notified of such a determination in person or by certified mail to his or her last known address. The affected employee must contact his or her supervisor or Appointing Authority within the period designated in the notification, to explain the failure to report to work.

2. If the employee fails to supply a satisfactory explanation, as determined by the Appointing Authority, within the period identified in the notification letter, he or she shall be deemed A.W.O.L. resigned, and the Appointing Authority should then notify the Civil Service Commission of the resignation, as well as provide the Commission with copies of all relevant documentation pertaining to the resignation.

3. Notice of the entry of an employee's A.W.O.L. resignation must be sent to the employee at his or her last known address, along with the indication that the employee may appeal to the Civil Service Commission or file a grievance at Step 3 of the Grievance Procedure, within ten (10) working days of the notice issued to the employee.

4. Deeming an employee A.W.O.L. resigned does not preclude simultaneous or subsequent disciplinary action.

B. SICK/ABSENCE ABUSE CONTROL

Through sick leave, the City accommodates employees who, due to personal or family illness, cannot report to work. Sick leave is not to be used as additional vacation or personal leave. Employees found abusing sick leave privileges will be subject to disciplinary action.

Sick/Absence Procedures

1. To control absence abuse, it is necessary that all Appointing Authorities compile accurate attendance records.

2. All absences are to be reported by the employee prior to the start of the employee's work shift, or as soon thereafter as possible, but in no case more than one (1) hour after the start of work.

3. For employees who are engaged in twenty-four (24) hour operations, the employee will be required to report an absence no later than the employee's scheduled starting time.

4. If an employee does not notify his or her supervisor or the designated sick call-in line of an absence, he or she will be considered A.W.O.L.

5. The supervisor must inform his or her employees where, when and whom to call when reporting their absence.

6. The date of absence and the reasons therefore must be accurately recorded. Call-in procedures should include such details as:

   a) Reason for absence
   b) Time of notification
   c) Name of person reporting an absence
   d) Expected date/time of return

Sick/Absence Abuse Program

1. The basis for review for disciplinary action shall be more than thirty (30) hours of usage within a rolling calendar quarter, or when an employee exhibits a pattern of usage within any time period. For purposes of this attendance policy, "rolling calendar quarter" shall be defined as any consecutive three (3) month period, calculated from the first day of the month.

2. A basis for review for disciplinary action may include absences occurring before or after vacation and/or personal leave; absences occurring repetitively before or after weekends or holidays; absences occurring repetitively immediately before or after paydays; absences occurring repetitively when difficult jobs or assignments are scheduled; absenteeism causing individual work performance to suffer; absences occurring repetitively during certain times of the month or year. A basis for review for disciplinary action may include consistently using most, or all, earned sick leave each year, i.e. employees utilize more time than what has been earned(excused and/or unexcused absences).

3. In no case shall an employee's accumulated sick leave balance be the sole determinant of a pattern of abuse; however, it may be a component.

4. Disciplinary action should not be imposed where circumstances show an absence of abuse, i.e., serious or chronic illness or injury, hospitalization, approved FMLA, approved leave of absence or work related injury even if the affected employee has exceeded the aforementioned thirty/forty (30/40) hour limit.

5. Non-traditional shifts (i.e. 12 hour shifts) will be reviewed for disciplinary action with the usage of forty (40) hours or more within a calendar quarter, as defined above.

6. All non-FMLA and non-hazardous duty injury absences are to be considered regardless of whether the employee's absence is documented or undocumented, or an employee requests paid or unpaid sick leave.

7. If an employee has used more than thirty/forty (30/40) hours of sick leave within a rolling calendar quarter, the employee will be notified in writing and may be subjected to progressive discipline.

8. Medical excuses and physician's certifications shall be documented on a Medical Information Form (MIF).

9. The validity of all medical excuses and physician's certifications may be subject to review by a City Physician and/or management. Any such medical examination by the City Physician shall be done on City time. Falsification of a medical excuse can result in discharge.

C. TIME AND ATTENDANCE/KRONOS GUIDELINES

The City of Cleveland acknowledges the value of a comprehensive City-wide standard, accurate timekeeping system through which employee attendance records can be maintained. The City of Cleveland expects every employee to follow uniform guidelines as they use the Kronos timekeeping system. Employees of the City of Cleveland may be subject to disciplinary action for time and attendance abuse.

Procedures

1. The Kronos System is the means through which employee attendance records are maintained. Employees are expected to utilize this system so that timekeeping is uniform and reliable.

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

3. Kronos cards are the property of the City of Cleveland and are issued to each employee to facilitate accurate timekeeping. Swipe cards are the responsibility of the employee. Employees must notify the supervisor immediately if a swipe card is lost or damaged. A lost or damaged card must be replaced unless otherwise directed by the Department/Division. The replacement card must be obtained from the Department/Division designee within two (2) days of the first missed swipe. The first (1st) damaged card will be replaced at the City of Cleveland's expense. A $10.00 fee will be charged for a lost, damaged, or an additional replacement of the City of Cleveland Kronos swipe card.

4. All affected employees will be issued a Kronos card that is to be used to swipe in and out of the assigned Kronos Time clock. "Swipe" refers to any means an employee reports their attendance through Kronos.

5. The Kronos card is to be used consistent with the following guidelines:

a) Daily swipes are required as follows:

1) Start of work day
2) Lunch period (determined by divisional operating policy)
3) End of work day

b) Under no circumstances may an employee swipe another employee in or out. Any and all employees involved in this type of violation may be subject to progressive discipline.

c) In/out rounding rules. A City wide standard policy has been established regarding the "rounding" of time within the Kronos system. The examples listed below assume an 8:00 a.m. start time and a 5:00 p.m. end time, with a one (1) hour unpaid lunch.

1) Early in swipes -- A 12-minute window will precede the employee's scheduled start time. Any swipe within that window, i.e., 7:48 a.m. to 8:00 a.m. will round to the scheduled start time, i.e. 8:00 a.m.

2) Late in swipes -- All swipes one (1) minute or more after the scheduled start will be docked in increments of six (6) minutes to the next tenth of an hour, i.e., 8:01a.m. to 8:06a.m. will be docked one tenth of an hour, 8:07a.m., docked two tenths of an hour, etc.

NOTE: The Kronos system will record exact swipe times for disciplinary purposes.

3) Early out swipes -- All swipes one (1) minute or greater before the scheduled end time will be rounded back one tenth of an hour, i.e., 4:59 p.m. to 4:54 p.m., docked one tenth of an hour; 4:53 p.m., docked two tenths of an hour, etc.

4) Late out swipes -- A 12 minute window is recognized during 5:00 p.m. to 5:12 p.m. and would round back to the scheduled end time of 5:00 p.m. In the event that an employee swipes out after the designated 12 minute window, the appointing authority must make a determination as to whether overtime pay is appropriate. This determination will be reflected by an entry into the Kronos system. If it is determined that the swipe was inadvertent, that is caused by negligence on the part of the employee, that employee will be advised verbally that future instances of this nature could result in discipline, and that in any event they will not result in overtime pay. For overtime to be valid prior supervisor approval must be received.

5) Missed swipes -- Whenever a swipe is missed an employee must notify the supervisor immediately. If the employee notifies the supervisor prior to the beginning of the shift, the employee will be paid from the regularly scheduled starting time. There are "missed-swipe" forms for the supervisor to indicate

approval. If the supervisor is notified after the shift has started, the employee will be paid from the time of notification. Lost, misplaced and forgotten swipe cards are subject to this provision. To be disciplined under the Kronos Guidelines, an employee must have missed three (3) swipes in a pay period. All employees' swipe records will be reviewed at the end of each pay period.

Program

1. In particular, violation of guidelines relative to late swipe or failure to swipe will be treated as incidents which may be subject to progressive discipline under of the Attendance Policy.

2. An employee may be subject to progressive discipline if there are three (3) or more missed swipes in a pay period.

D. TARDINESS CONTROL

The City of Cleveland expects every employee to give the citizens of Cleveland a full and productive day of work. The City of Cleveland defines "tardiness" as any unauthorized absence from work for any increment of time. Employees of the City of Cleveland may be subject to disciplinary action for tardiness. Tardiness is being late for work:

1. at the beginning of the scheduled starting time,

2. returning from lunch or

3. returning from break.

Tardiness Control Procedures

1. Employees who are late more than one (1) hour at the beginning of the scheduled starting time will be considered absent without leave and may be subject to progressive discipline under the Attendance Policy.

2. Any employee who is determined to be tardy is not permitted to make-up any missed time.

Tardiness Control Program

A. An employee arriving late three (3) times within a pay period may be placed on the discipline schedule for the Attendance Policy.

B. The employee will be progressed to the next level of discipline for arriving late three (3) times within a pay period.

III. Disciplinary Schedule

Employees who violate any of the above standards are subject to progressive discipline according to the following schedule:

Step 1: Written Warning I
Step 2: Written Warning II
Step 3: One (1) Day Suspension
Step 4: Three (3) Day Suspension
Step 5: Five (5) Day Suspension
Step 6: Ten (10) Day Suspension
Step 7: Discharge from employment

A. Progressive steps in discipline will be preceded by a pre-disciplinary conference. The employee will be notified in writing of the date, time of the conference, and right to request the presence of a representative.

An employee has the right to have his or her union representative attend the pre-disciplinary conference.

B. Copies of an adverse disciplinary action will be sent to the Civil Service Commission, the employee and the union.

C. The basis for review for disciplinary action may include:

1. Any instance of AWOL as defined by this policy.

2. More than thirty (30) hours of sick time usage within a rolling calendar quarter excluding FMLA.

3. Three (3) or more missed swipes in a pay period.

4. Arriving late three (3) or more times in a pay period.

APPENDIX B -
MEMORANDUM OF UNDERSTANDING
12-HOUR SHIFTS

The Cleveland Association of Rescue Employees/ILA, Local 1975 ("CARE") and the Commissioner of the Division of EMS ("Commissioner") agree to meet and discuss in good faith the possible implementation of a twelve (12) hour shift schedule for the Division's Emergency Medical Dispatchers ("EMD"), six (6) months following execution of the parties' 2013-2016 CBA. At that time the parties will meet and review the EMDs' hours, schedule, leave usage, etc., to evaluate if it is reasonable to place the EMDs on a twelve (12) hour shift schedule.

APPENDIX C - MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLEVELAND AND CARE/ILA LOCAL 1975 RE: FIRE/EMS INTEGRATION

This Memorandum of Understanding ("MOU") between the Cleveland Association of Rescue Employees/ILA, Local 1975 ("CARE") and the City of Cleveland ("City"), sets forth the terms for the second phase of the City's integration plan, should the City decide to implement said plan.

1. The terms of his MOU shall be from the date of ratification of CARE and the City, and shall expire on March 31, 2016, or upon exhaustion of Article XXVII's Voluntary Dispute Settlement Procedure, whichever is later.

2. This MOU shall be considered Phase 2 of the integration and shall supersede the MOU executed on May 18, 2012 (which governed Phase 1 of the integration). This MOU shall be incorporated into the 2013-2016 CBA.

3. The Civil Service Commission has established a classification of "Firefighter Medic."

4. In order to fill designated openings into the position of Firefighter Medic, the Civil Service Commission shall establish an eligibility list from current single-role paramedics and single-role firefighters who have the following qualifications:

   a. Must have a current State of Ohio Paramedic and Firefighter II certification.

   b. Must have successfully passed the City's Paramedic Functioning Examination.

   c. Must have completed the City's Fire Training Academy.

5. The City will initially seek volunteers to apply for Firefighter Medic positions from Firefighters currently maintaining "functioning paramedic" status and from EMS functioning paramedics who graduated from the Cleveland Fire Training Academy on or about August 16, 2013.

6. The City will seek volunteers for cross-training and to fill Firefighter Medic vacancies/positions, in the following priority order: 1) from Firefighters who hold a State of Ohio Paramedic certification; 2) from EMS functioning Paramedics hired prior to December 31, 2012 who hold a valid State of Ohio Firefighter II certification; 3) from EMS functioning Paramedics hired prior to December 31, 2012 who do not have a valid State of Ohio Firefighter II certification; 4) from Firefighters hired prior to December 31, 2012; 5) from EMS functioning Paramedics hired after December 31, 2012; 6) from Firefighters hired after December 31, 2012. The City will start at the highest level available each time it seeks volunteers, until all CARE bargaining unit members are offered the opportunity at least once. The parties agree that the age restrictions of R.C. Section 124.42 and City ordinance Section 135.071(b) regarding original appointment as a firefighter shall not apply to Division of EMS paramedics who were employed by the City as of March 1, 2014. However, such employees will not be permitted more than one opportunity to enter the Fire Training Academy.

7. The City will establish a lateral entry process for current CARE Paramedics and current Firefighters regarding eligibility for the Firefighter Medic position. An eligible list will be established via a Civil Service process determined by the City, and employees will be appointed into the Firefighter Medic position from that list, and will be selected based on their Division (EMS or Fire) seniority, with the most senior being selected first. As new positions are identified (e.g. Medical Captain), the City will work with the Civil Service Commission to establish minimum requirements and testing procedures.

8. Training:

a. Fire Training Academy training for the CARE functioning Paramedics who have a valid State of Ohio Firefighter II certification and who are selected for cross-training will be provided to members at no cost and will be done on duty, or the members will otherwise be compensated at straight time for time spent on such training, subject to the FLSA.

b. CARE functioning paramedics hired prior to December 31, 2012 who do not have a valid State of Ohio Firefighter II certification and who are selected for cross-training will be provided Ohio Firefighter II certification and Fire Training Academy training at no cost. The training will be done on duty, or the members will otherwise be compensated at straight time for time spent on such training, subject to the FLSA.

c. CARE functioning paramedics hired after December 31, 2012 who do not have a valid State of Ohio Firefighter II certification and who are selected for cross-training will be provided Ohio Firefighter II certification and Fire Training Academy training at no cost. The training will be done on duty, or the members will otherwise be compensated at straight time for time spent on such training, subject to the FLSA.

9. If there are more CARE employees than openings within the categories referenced in Section 7 above who volunteer for cross-training, seniority within the Division of EMS shall govern.

10. The City shall not compel single-role paramedics from EMS to become Firefighter Medics.

11. If an employee had previously been classified as a single-role paramedic, the position of Firefighter Medic shall be considered a promotion. A Firefighter Medic's division seniority as a Firefighter Medic shall include the time the employee was appointed to any position within the Division of Fire or as an EMT (including Paramedic status) in the Division of EMS. A Firefighter Medic's classification seniority as a Firefighter Medic shall be from the date the Firefighter Medic was appointed to the position.

12. If a tie-breaker is needed, the last four digits of the employee's SSN will govern, with the lower four digits having greater seniority.

13. A single-role paramedic who fails out of the Fire Training Academy will remain in his or her paramedic-only status, with no loss of paramedic seniority. If the Division of Fire or the newly created Division maintains a probationary period for Firefighter Medics, the single role paramedic appointed as a Firefighter Medic who fails the probationary period, shall be returned to paramedic status with no loss of seniority.

14. Wages for the Firefighter Medic classification will be established through collective bargaining between IAFF Local 93 and the City. However, any single role paramedics who become Firefighter Medics shall not have their base salary decreased as a result of the transition.

15. The requirements that a Firefighter Medic pass ALS job-related examinations or maintain their functioning status, shall be identical to the requirement that a single-role paramedic pass ALS job-related examinations and maintain their functioning status.

16. Layoffs of members of the CARE bargaining unit shall be governed by Article X of the CARE CBA. Firefighter Medics laid off, who had been single-role paramedics, will have the right to return to a paramedic only position provided a vacancy exists. In such case, their classification seniority at the time of their promotion to Firefighter Medic shall govern. No single-role paramedics with an original appointment date with the City prior to January 1, 2013 shall be laid off unless all Firefighter Medics with an original appointment date with the City of January 1, 2013 or later have been laid off. Recalls shall be in the reverse order of layoffs.

17. The City will not staff firefighter-EMTs to single role ambulances except under exigent circumstances. Other than in exigent circumstances, all overtime for single-role ambulance shifts, including

all special event overtime, must be offered to single-role paramedics prior to being offered as overtime to any Firefighter Medics or single-role firefighters.

18. The City maintains the right to hire single role paramedics to maintain appropriate operational levels.

19. The City shall endeavor to dispatch Fire and Ems transport units in the same manner to medical calls consistent with operational needs.

20. The parties (three (3) Union representatives and three (3) City representatives) shall meet at least once every six (6) months to review data, response time, in-service times, quality assurance, quality improvement, and refusals, call dispositions, transports, dynamic stationing, run volume, including any disparities between paramedic-only ambulance and fire-medic transport units, etc., to determine if operational changes are necessary. Any such changes may not conflict with the parties' CBA. Any such changes may not conflict with the terms of this MOU, unless mutually agreed by the parties. The Committee may convene more frequently upon mutual agreement of the parties.

21. Any alleged violation of the terms of this MOU shall constitute a grievance under Article XXVI of the CBA, Grievance Procedure.

HEALTH CARE ADDENDUM A

CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

		In-Network
a.	Annual Deductible:	$500 single $1000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$1250 single $2500 family
d.	-- Doctor and other Office visits: -- Specialists:	$20.00 Co-pay $30.00 Co-pay
e.	Use of Emergency Room:	$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $100.00 Co-pay plus 90% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	$20.00 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):	$20.00 office visit Co-pay, not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an $85 maximum per benefit period):	100% not subject to deductible
	Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible

Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible
CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100% not subject to deductible
Routine PSA Test:	100% not subject to deductible
Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening deductible (Age over 50, one each per benefit period):	100% not subject to

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:	$1250 single $2500 family
d.	Doctor and other treatment visits:	$20.00 Co-pay
e.	Use of Emergency Room:	$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use: $100.00 Co-pay plus 90% Co-Insurance

III. PRESCRIPTION DRUG

a. Co-Pays:

Generic (mandatory)	$10.00
Name Brand, Formulary	$25.00
Name Brand, Non-Formulary	$40.00

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.

Note: Coverage levels for out-of-network services will be as established by the carrier.

HEALTH CARE ADDENDUM B

HIGH DEDUCTIBLE PLAN

		In-Network
a.	Annual Deductible:	$1000 single $2000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$2000 single $4000 family
d.	-- Doctor and other Office visits: -- Specialists:	$20.00 Co-pay $40.00 Co-Pay
e.	Use of Emergency Room:	$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $100.00 Co-pay plus 80% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	$20.00 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):	$20.00 office visit Co-pay, not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an $85 maximum per benefit period):	100% not subject to deductible

Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible
CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100% not subject to deductible
Routine PSA Test:	100% not subject to deductible
Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening deductible (Age over 50, one each per benefit period):	100% not subject to

Note: Coverage levels for out-of-network services will be as established by the carrier.