

CT1001NF2020*009

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

S.E.M.E., LOCAL 1

EFFECTIVE APRIL 1, 2019 THROUGH MARCH 31, 2022

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**ARTICLE 1
PURPOSE**

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

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

**ARTICLE 2
RECOGNITION**

3) The Union is recognized as the sole and exclusive representative for all full-time employees in the following job classifications who have successfully completed their initial probationary period for the purpose of establishing rates of pay, wages hours, and other conditions of employment, but excluding all supervisors (as defined in the National Labor Relations Act, as amended) and security employees:

Auto Body Technician Unit Leader
Auto Body Technician
Automobile Technician Helper
Automobile Technician
Automobile Technician Unit Leader
Blacksmith Technician
Garage Technician
Heavy Duty Auto Body Technician Worker
Heavy Duty Technician Unit Leader
Heavy Duty Technician
Heavy Duty Technician II
Small Equipment Technician
Tire Repair Technician Welder Technician
Welder/Fabricator Technician

The City agrees to provide a list of all employees in the above classifications within five (5) work days upon the Union's request, if requests are limited to once per quarter.

ARTICLE 3 MANAGEMENT RIGHTS

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

- (a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City, standard of services, its overall budget, utilization of technology and organizational structure.
- (b) Direct, supervise, and evaluate or hire employees and to determine when and under what circumstances a vacancy exists.
- (c) Maintain and improve the efficiency and effectiveness of City operations.
- (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 layoff, transfer, assign, schedule, promote or retain employees.
- (f) Determine the adequacy of the work force.
- (g) Determine the overall mission of the City.

- (h) Determine the duties to be included in all job classifications and the standards of quality and performance to be maintained.
- (i) Promulgate and enforce work rules, City orders, policies and procedures.
- (j) Require employees to use or refrain from using specified uniforms or other tools of duty.
- (k) Determine hours of work and work schedules.
- (l) Effectively and efficiently manage the work force and to utilize personnel in the manner determined by Employer to be most effective and efficient.
- (m) Take actions to carry out the mission of the public employer as a governmental unit.

5) The City shall have the right to privatize or subcontract services. Upon request, the City will provide detailed information to the Union regarding privatization/subcontracting which entails bargaining unit work. Where the union identifies a significant increase in such privatization/subcontracting, the Union may request a meeting with the City and the City shall meet for the purpose of discussing possible alternatives to privatization/subcontracting. However, for subcontracting which would result in the direct layoff of employees or for new subcontracting/privatization which is contemplated while employees, who were performing the newly subcontracted work, are on layoff status, the City shall follow the following process:

Sixty-five (65) calendar days prior to any subcontracting the City shall meet and confer with the Union on no less than a weekly basis and the City will disclose the nature, detailed description of job performed and costs of the proposed contract. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have the right to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of

service genuinely equivalent to or greater than those the City can achieve through subcontracting, the City will accept the Union's alternative.

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

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

6) Notwithstanding Chapter 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects -- including but not limited to, those enumerated above reserved to and retained by the City under this Article. Therefore, Local 1 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 41 17.08(C) of the Revised Code or pursuant to this Article of this Agreement.

ARTICLE 4 UNION RIGHTS

7) It shall not be a violation of this contract and it shall not be a cause for discharge or disciplinary action if any employee refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another union,

except that the City shall not be required to pay the wages of any such employees, provided that in no case shall any employees, refuse to do any work, regardless of the existence of a lawful primary labor dispute, if, in the City's judgment, such refusal would be detrimental to the public health or safety unless the City cannot provide for the personal safety of the employees. No employee shall be required to perform a duty which is in violation of any applicable law or City ordinance.

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

**ARTICLE 5
NO-STRIKE**

9) The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike. For the purposes of this section, "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of

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

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

11) 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.

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

ARTICLE 6 LIMITED RIGHT TO STRIKE

13) Upon or after expiration or termination of this Contract or any extensions, employees have the right to strike under Chapter 4117 of the Revised Code provided that the employee organization representing the employees has given a ten (10) day prior written notice of an intent to strike to the public employer and to the Board; however, the Board, at its discretion, may attempt mediation at any time.

ARTICLE 7 NON-DISCRIMINATION

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

**ARTICLE 8
UNION SECURITY**

15) The City agrees that pursuant to the provisions of Ohio Revised Code 4117 *et seq.* a majority of the employees in the bargaining unit previously elected the Union to serve as their duly authorized bargaining agent and that, pursuant to that election, the Union is duly elected, lawfully, authorized, sole and exclusive representative of all employees in the bargaining unit including all employees working in the classifications identified herein and all employees performing any work covered by this collective bargaining agreement.

16) The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. The City's obligation to make said deductions shall terminate automatically upon termination of the employment or transfer to a job classification outside the bargaining unit.

17) Deductions shall be made during the first and second pay period of each month. The Union shall provide the City with at least thirty (30) days advance written notice of any changes in the dues deduction amounts.

**ARTICLE 9
UNION REPRESENTATION**

18) The City recognizes the right of the Union to select officers, stewards, alternate stewards to represent employees on grievances arising under this Contract as follows:

The alternate steward shall act as steward when the steward is absent from work. It is the responsibility of the Union to have a steward or alternate steward assigned to each work location. A local Union Officer may act when necessary in place of a steward. Local officers and stewards shall not be transferred from their respective departments or shifts during their term of office

upon mutual agreement between the City and the Union. The Union shall annually, by January 1st provide the Director of the Department of Personnel & Human Resources and the Chief Assistant Director of Law for the Labor & Employment Section of the Department of Law with written notice of the identity of all of its stewards and alternate stewards for the calendar year (name, department, division, assigned shift, work telephone number, and work e-mail address (if available)) and the name and fax number for the Union President. If there is a change in the identity of any Union stewards or alternate stewards or in the name or fax number for the Union President during a calendar year, the Union shall provide the above referenced City employees with the information for each new steward or alternate steward within ten (10) working days of the change.

19) A steward or alternate steward or local officer shall be permitted to investigate and process grievances and attend meetings provided for in the grievance procedure without loss of regular straight-time pay. Officers shall be permitted to investigate and process grievances at work locations where members are employed, and in the absence of a steward. Local Union Officers and Stewards shall be permitted to attend meetings on City property as provided by the grievance procedure without loss of regular straight-time pay. Such activity will be with proper regard for the City's operational needs and work requirements. All such activity will be with prior permission of an employee's supervisor and shall be logged on forms provided by the City for that purpose.

20) One Union officer shall be permitted to attend all grievance meetings. Such meetings are not to exceed three (3) hours and shall be without the loss of regular straight-time pay.

21) It is the mutual responsibility of the City and the Union to cooperate in good faith in providing a fair and timely grievance while at the same time keeping to a minimum the time lost

due to the investigation and processing of employee grievances. Any suspected abuses of this procedure shall be brought to the attention of the Union President and/or subject the officer or steward to disciplinary action, inclusive of forfeiture of pay for any time abused.

**ARTICLE 10
UNION VISITATION**

22) The president of the Union and/or his designee 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 ascertaining whether or not this Contract is being observed by the parties to participate in the adjustment of grievances or to attend other meetings as provided herein. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the City.

23) All deductions, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made; and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The Union shall provide the City with at least thirty (30) days advance written notice of any changes in the dues and/or fair share fee amounts.

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

**ARTICLE II
PROBATIONARY PERIOD**

25) New employees shall be on a six (6) months probationary period. Said period may be extended an additional ninety (90) days, upon mutual written agreement between the City and the Union.

Any probationary period served by a newly hired employee is defined as “working days.” All holidays, vacation time, personal time, sick time, and approved leaves of absence do not count as working days for purposes of calculating a probationary period. This provision shall only apply to newly hired employees and shall not apply to those bargaining unit members that transfer into or are otherwise moved to a different department or classification.

**ARTICLE 12
SENIORITY**

26) Job classification seniority is defined as an employee's length of service while holding the same classification. The employee shall receive credit for all time spent on the City’s payroll in that classification. Job classification seniority would be used where applicable in other provisions of this Contract.

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

28) City employment seniority shall be terminated when an employee:

- (a) quits or resigns;
- (b) is discharged for just cause;
- (c) is laid off for a period of more than twenty-four (24) consecutive months;

- (d) is absent without leave for three (3) consecutive calendar days and fails to give proper excuse or notice of the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee (Such an absence will be considered a voluntary termination of employment); or
- (e) fails to report for work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by certified mail (to the employee's last known address, as shown on the City's record).

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

30) It is the obligation of each employee to keep the City advised of his current address and, for purposes of this Contract, the City may rely on the last address supplied by an employee.

31) An original appointment is the first appointment (hire) of an employee to the classified Civil Service of the City of Cleveland. The appointment shall be any appointment made from an eligible list, created as a result of either a competitive or non-competitive entrance examination, or by the registration of the unskilled labor class. Original appointment shall include all appointments made into the classified civil service of the City, including regular and temporary appointments, but shall not include the promotional appointment of a City employee pursuant to procedures contained in this collective-bargaining agreement. Regular employees who are promoted into a new classification pursuant to a collective bargaining unit job posting procedure shall attain "regular" or "legal" status upon successfully completing a six (6) month probationary period.

ARTICLE 13
LAY-OFFS

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

- (a) Seasonal employees;
- (b) Casual employees;
- (c) Transitory employees;
- (d) Part-time employees;
- (e) Temporary Appointments;
- (f) Certified/regular employees.

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

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

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

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

37) 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.

38) Employees in a "Unit Leader" classification who are identified for layoff shall be permitted to bump the least senior employee in the prior classification held by that employee.

**ARTICLE 14
RECALL**

39) Whenever any regular appointee is laid off for lack of work or lack of funds, the name of such person shall be placed at the head of the eligible list of the classification from which he is laid off. When two or more employees have been laid off whether at the same time or not, their names shall be placed at the head of such eligible list in order of their appointment in that classification. Such employees shall be eligible for reappointment or recall for a period of two (2) years from the effective date of the layoff.

40) Whenever the City elects to introduce new equipment or technology which could have the effect of displacing bargaining unit personnel, it shall notify the Union as far in advance as is practicable. Any retraining of bargaining unit personnel resulting from the introduction of such new equipment, or technology shall be on the same basis as is presently in effect in each of the divisions.

**ARTICLE 15
LEAVES OF ABSENCE**

Funeral Leave

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

- (a) If the funeral is within Ohio -- 5 working days.
- (b) If the funeral is outside the State of Ohio -- 7 working days.

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

Jury Duty

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

- (a) An employee must present verification of his call to jury duty or witness duty;
- (b) If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature; and
- (c) Turn in the amount received as a jury or witness fee to the City Treasurer in order to receive his regular pay for this time period.

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

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

Military Leave

44) An employee shall be granted an extended leave of absence without pay for military duty in accordance with state and federal law and, after discharge, shall be restored to employment with the City upon request, in accordance with state and federal law.

45) Employees who are drafted or who enlist in the United States Armed Forces shall be granted a one (1) day leave of absence with pay for the purpose of taking a military physical.

Upon return from military leave, an employee will be reinstated at the current applicable rate of his job classification in accordance with law and the provisions as set forth herein.

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

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

- a) The difference between his/her gross monthly wage or salary as an employee and the sum of his/her gross military pay and allowances received that month; or
- b) Five hundred (\$500.00) dollars.

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

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

Union Leave

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

- (a) Any request for leave must be made at least five (5) days prior- to the date of such leave; however, any request for a leave of thirty (30) days or more must be made at least thirty (30) days prior to the day of such leave.
- (b) Any Union leave shall not extend beyond one (1) year.
- (c) The approval and authorization of any Union Leave shall be contingent upon operational needs as determined by Management.

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

Educational Leave

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

Meritorious Leave

52) 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 on the operational need of the employee's department.

General Leave

53) All leaves of absence (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.

54) If it is found that a leave of absence is not actually being used for the purpose for which it is granted, the City shall cancel the leave and order the member back to work subject to disciplinary action up to and including discharge, and impose disciplinary action.

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

The City and the Union agree that the City may continue to enforce its current attendance policy with regard to bargaining unit members. The City retains the right to revise the current policy. The City will notify the Union of any revisions at least fifteen (15) calendar days prior to implementation and, at the Union's request, the City will meet and confer with the Union during this fifteen (15) calendar-day period.

Sick Leave Without Pay

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

Sick Leave With Pay

57) 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. All paid sick leave has been cumulative in accordance with the provisions of the memorandum of October, 1972, and sick leave shall continue to accumulate without limitations.

- (a) Paid sick leave shall be granted only for maternity 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 maternity (including postpartum recovery periods).
- (b) Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed his initial probationary period with the City.
- (c) No paid sick leave shall be granted unless the employee calls into the divisional/centralized taped telephone line at the facility that the employee works at least one (1) hour prior to the start of their shift on the first day of the absence on account of sickness. Absences not reported as stated above may be excused by his employer if the appointing authority or his designee determine that there were unusual circumstances which were beyond the employee's control. An employee is required to either call in on each day off or he may notify the City of the tentative length of his absence.
- (d) A certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who has been so notified in writing that he has demonstrated a patterned abuse over the preceding months or after any illness requiring hospitalization. The certificate must include: re-employment date, work capable of being performed, and all restrictions. An employee shall be required to submit a doctor's certificate for any sickness beyond three (3) days. The validity of all medical excuses and physicians' certificates are subject to review by a City physician. Any reviews or medical examinations ordered by the City shall be done on City time.
- (e) Upon retirement or death, an employee, or his/her legal representative, shall have the right to convert his/her accumulated sick leave into a single payment by check or direct deposit at the rate of one (1) day's pay for each three (3) days of unused accumulated paid sick leave. For employees hired by the City prior to March 31, 2020, the pay rate used shall be the last three (3) year average of earnings, O.T., and longevity pay divided by two thousand-eighty (2,080) hours. For employees hired by the City after March 31, 2020, the pay rate used shall be the employee's base pay rate at the time of retirement or death. Once an employee has converted

accumulated sick leave, as provided herein, the remaining unconverted hours shall be eliminated from the employee's balance.

- (f) Once each year, the City will distribute to all regular full-time employees an annual statement fully advising the employee of his sick leave status.
- (g) An employee who is hurt on the job shall have the option of using his paid sick leave, worker's compensation benefits, or his vacation, whichever he prefers.

Sick Leave Bank

58) Employees who are not on an absence-abuse list shall be entitled to voluntarily contribute earned but unused, accumulated paid sick leave for the use of another bargaining unit employee who must have exhausted his/her own sick leave, vacation and personal leave but is not on the absence abuse list unless there are extenuating circumstances. The following conditions shall apply:

- (a) An employee's total contribution is limited to an annual maximum of forty (40) hours of his accumulated paid sick leave, but the employee must retain at least one hundred (100) hours of accumulated leave after any contribution. The employee so contributing his paid sick leave shall have such contributed time deducted from his accumulated sick leave balance.
- (b) Any agreement to contribute must be in writing and signed by the contributing employee and his union representative and subject to final approval by the City's Office of Labor Relations. A copy of the agreement will be placed in each employee's file. Contributions shall not be purchased or sold for monetary value.
- (c) The City may, at its election, cancel this program by serving notice to the Union three (3) months in advance of said cancellation date. Said cancellations shall not be done on an arbitrary or capricious basis.
- (d) As appropriate, the City will designate an employee's use of paid and unpaid time as Family Medical Leave consistent with the Family Medical Leave Act and sick leave and leave of absence policies.

Family Medical Leave

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

ARTICLE 16 ASSIGNMENT OF WORK-TEMPORARY TRANSFERS

60) All employees shall be required to perform any and all authorized duties regardless of their usual or customary duties or job assignment. A temporary transfer shall not exceed thirty (30) working days except: (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence; (2) to provide vacation relief scheduling; (3) to fill an opening temporarily pending permanent filling of such opening; or (4) to meet an emergency situation. The employee shall be given a written notice of said transfer if the work assignment exceeds four (4) hours. When an employee is temporarily transferred to another job classification in a higher pay band, he shall receive no less than fifty percent (50%) of the difference, between his pay and the pay of the employee he is replacing for any and all hours worked out of classification. However, in the case of a temporary transfer to fill in for an employee who is on an extended leave of absence, the, employee shall receive 100% of the classification rate after thirty (30) days. An employee temporarily transferred to another job classification in a higher pay band who is not replacing another employee will receive a 5% increase or the bottom of the pay band, whichever is greater.

61) If an assignment under this section other than the noted exception exceeds thirty (30) days, said opening shall be posted and filled. The City will not rotate temporary assignments to frustrate this section.

ARTICLE 17
JOB EVALUATION AND DESCRIPTION

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

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

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

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

ARTICLE 18
PROMOTIONS AND TRANSFERS

66) Whenever management determines there is a vacancy in a classification within the bargaining unit and there is no civil service examination pending or there has been no reassignment, the City shall fax a copy of the bid posting to the Union President at the fax number provided by the Union under Paragraph (18) and a section of the bulletin board at each facility will be designated for job postings and union use. The bid notice shall contain: the

classification, the job description, minimum qualifications as determined by Civil Service, shift and salary or pay band. The initial bid will have work station preference. The bid notice shall be posted for ten (10) consecutive days. Employees who meet the minimum qualifications may fill out job bidding forms, with a copy provided to the employee.

67) Within ten (10) days after the end of the bid posting, a notice shall be posted stating who, if anyone, has been awarded the position.

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

- (a) A vacancy in a work location to be filled by an employee from another work location in the same classification. These positions will be awarded to the employee who is the most qualified with the most classification seniority.
- (b) A vacancy on a shift to be filled by an employee from a different shift and/or from another work location in the same classification. These positions will be awarded to the employee who is the most qualified with the most job classification seniority.
- (c) A vacancy in a classification within the bargaining unit to be filled by an employee holding a lower classification. These positions will be awarded to the most qualified employee with the most bargaining unit seniority.

69) When an employee has been awarded a position in accordance with the above procedure, he shall be placed into the classification identified in the posting announcement and shall be paid the applicable rate of pay for said classification; furthermore, that employee's previous position shall not be considered a vacancy under this Section, although an Appointing Authority may post a bid notice for that position if he/she deems it appropriate.

ARTICLE 19 HOURS OF WORK

70) The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals, during the period starting

12:01 a.m. Monday to Midnight Sunday, except where different hours are necessary to meet operational requirements. Provided that this shall not be construed as a guarantee of hours of work per day, per week, and the City reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours. Those employees who are on third shift shall start the work week on Sunday instead of Monday.

71) Employees whose jobs require it shall be permitted a 15-minute paid wash-up period before the end of each shift.

ARTICLE 20 OVERTIME – PREMIUM PAY

72) All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) in one (1) workweek (excluding employees on a special work week schedule).

73) All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) in one (1) day during the period of the start of his shift to the beginning of the next shift.

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

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

76) 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 weekly basis, but not on both.

**ARTICLE 21
EQUALIZATION OF OVERTIME**

77) The City shall be the sole judge of the necessity for overtime. When overtime is required, the City shall offer the available overtime to employees within the same operating work unit in accordance with job classification seniority. This overtime shall be equalized on a continuing basis. All overtime shall be voluntary and an employee shall have the right to refuse an overtime assignment, except for emergencies, provided that an employee will be excused for personal emergency if a replacement can be obtained in time to meet the City's emergency. For the purposes of this paragraph, an emergency is defined as an impairment to City services or operations which cannot be delayed until the beginning of the next regular work day. Contiguous work extending beyond the normal work schedule shall not be subject to this section.

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

79) Supervisors shall not be assigned overtime work that is conventionally performed by members of the bargaining unit unless employees in the classification needed for the work who are on the appropriate list for overtime are unavailable or refuse the overtime work.

**ARTICLE 22
LONGEVITY PAY**

80) Longevity is tenure with the City while in a pay status. Time in authorized leaves of absence shall be deducted for the purposes of computing the amount of employment. For an employee to be eligible to receive longevity pay in a given year, his longevity time must have

been accumulated by March 1st of that year and the employee must have been in a pay status at some time between January 2nd and March 31st of that year.

81) 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	\$700.00
25 years	\$800.00

ARTICLE 23 SHIFTS

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

- 1st Shift: An employee for whom the majority of his normal hours of work fall after 7:30 a.m. and before 3:00 p.m.
- 2nd Shift: An employee for whom the majority of his normal hours of work fall after 3:00 p.m. and before 12:30 a.m. receives a shift premium of thirty-five cents (\$.35) per hour.
- 3rd Shift: An employee for whom the majority of his normal hours of work fall between 12:30 a.m. and 7:30 a.m. receives shift premium of thirty-five cents (\$.35) per hour.

83) Employees equally rotating between all three shifts shall receive thirty-five cents (\$.35) per hour. Shift premiums are paid on a straight time basis unless the hours worked are overtime hours at which time shift premiums will be paid at a rate of time and one-half.

**ARTICLE 24
HOLIDAYS**

84) All regular full-time employees shall be entitled to eleven (11) paid holidays (inclusive of the two (2) floating holidays) as follows:

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

85) Employees are entitled to two (2) floating holidays in each calendar year. Floating holidays taken in one-hour or greater hourly increments will be granted contingent upon operational needs. Employees may be permitted to take floating holidays in one-hour or some other greater hourly increment. An employee taking his or her floating holiday time in less than a whole day (i.e., eight-hour) increment can only take the time in hourly increments (i.e., one-hour, two-hour, three-hour, etc.). A floating holiday request will not be unreasonably denied. Seniority will prevail if all floating holiday requests for the same day or time cannot be honored. If the operating needs of the Department cannot be met because there are too many requests for a specific day or time, or for any other reason, the request will be considered and approved in accordance with seniority guidelines. A new hire, hired after ratification of this Agreement, cannot use Floating Holidays during his/her initial probationary period.

86) To be entitled to holiday pay, an employee must work his or her last full scheduled work day before and the first full scheduled work day after the holiday unless on an approved vacation or personal day; or on a full or partial sick day where the employee has presented a certificate from a licensed physician immediately upon return to work. An employee called in to work during the month of December on previously scheduled floating holiday time shall be paid for

the loss of use of floating holiday time if, based on operational needs, he or she is unable to reschedule the floating holiday time before December 31st.

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

**ARTICLE 25
VACATIONS**

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

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

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

- (a) Any employee who has completed less than one year of continuous employment by December 31st of the previous year shall receive one work day off for each month worked prior to December 31st of the previous year, but not to exceed ten (10) days. New employees whose starting date is prior to the 16th of the month shall be credited with one (1) day of vacation for that month.
- (b) For vacation purposes, an employee's continuous employment is defined as the period of time during which he is continuously listed as an employee on the rolls of the City, including authorized paid leaves of absence.
- (c) If an employee is discharged for cause or quits, and is re-employed at a later date, his length of continuous employment will be computed from the date of his re-employment.

- (d) An employee who is laid off and is later re-employed shall be given credit for his service before the layoff, but no credit will be given for that period of time during which the employee did not work.
- (e) Time in authorized leave of absence shall be deducted for purposes of computing the amount of employment.
- (f) An employee transferred from one division to another shall be given credit for his service elsewhere with the City, providing such employment has been continuous.
- (g) An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year, shall earn vacation leave at the rate for which he is eligible, based on length of service, as follows: one (1) day per month, not to exceed ten (10) days; eight (8) years, but less than twelve (12) years of service – 1-1/2 days per month, but not to exceed fifteen (15) days; twelve (12) years, but less than twenty-two (22) years' service -- two (2) days per month, not to exceed twenty (20) days; twenty-two (22) years' service -- two and one-half (2 ½) days per month not to exceed twenty-five (25) days.
- (h) An employee may use any vacation leave earned prior to December 31st of the preceding year. Vacation leave being earned currently in any calendar year may not be used until after December 31st of that year.
- (i) Vacations shall be taken during each current year. Upon request, the City, within its sole discretion, may allow an employee to accumulate and carry over up to eighty (80) hours of vacation that must be taken during the next year.
- (j) If an employee is laid off or terminated prior to taking his vacation earned but not used for the previous year, he shall be paid in full for that vacation time, in addition to receiving pro-rata vacation earned during the current year in which he terminates.
- (k) The estate of a deceased employee shall receive payment for any unused leave, including pro-rata vacation earned during the current year, for which the employee was eligible at the time of death.
- (l) Any employee eligible for vacation under existing rules, who enlists or is inducted into the armed forces, shall at the time of leaving for military service, be paid in full for all accrued vacation time (earned but not previously taken).
- (m) A returning serviceman may be entitled to his vacation in the calendar year following the year of his return on the same basis as if he had been on the City payroll during the full preceding calendar year, providing he returns to duty within six (6) months of discharge from military service.

- (n) If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or at the end of his vacation, at his option.
- (o) Newly hired employees cannot use vacation time during their initial probationary period. A newly hired employee terminated during his/her probationary period is not eligible to cash-out accrued vacation.

90) Employees may take their vacation during the calendar year at the convenience of the City. By December 1 of each year, employees will be given an opportunity to indicate on a form provided by the City their vacation leave preferences for the following year, and promptly thereafter a written vacation schedule (by department) will be prepared by the City with priority given to employees according to their departmental or job classification seniority to the extent consistent with operational requirements. Once the departmental vacation schedule is determined, it shall not be changed without the consent of the involved employee(s) except in response to an operational emergency. Any employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority, based upon when his application was made.

**ARTICLE 26
CALL-IN PAY**

91) An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four (4) hours of pay at his applicable rate of pay. If an employee is called in and works more than four (4) hours, he shall receive pay for all hours actually worked.

**ARTICLE 27
INSURANCE COVERAGE**

Health Insurance

92) The City agrees to provide single or family coverage, whichever is applicable, for each eligible employee enrolled in any of the health coverage plans for the term of the Labor Contract under the terms and conditions set forth in this Article and in accordance with Appendix A (summary description of benefits effective April 1, 2015).

93) Employee premium, cost-sharing contributions for hospitalization, prescription, dental and vision coverage will be as follows:

(a) Effective April 1, 2019, employee monthly contributions shall be deducted from the member's wages as follows:

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
PPO Plus (including Rx, dental and vision coverage)	15%	14%	19%	18%

(b) 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 Appendix 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)	6%	5%	10%	9%

(c) To qualify for the wellness premium contribution rates, 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 discount shall take effect the month following the employee's satisfaction of these screening requirements. The City shall notify employees of the deadline by 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 one hundred and fifty (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.

(d) Health care deductions of one-half (1/2) the above amounts shall be made the first two (2) pay periods of each month.

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

95) The City shall have the right to change insurance carriers provided that the benefit levels remain substantially the same.

96) The City reserves the right to implement a smoking-cessation incentive policy.

Life Insurance

97) All regular full-time employees who have completed ninety (90) days continuous service with the City will be provided with \$15,000 Group Term Life Insurance. Effective April 1, 2020, Group Term Life Insurance coverage will increase to \$25,000 per employee.

Dental Insurance

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

Vision Insurance

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

ARTICLE 28 PAY DAY

100) 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 be paid either by direct deposit or by payroll debit card (if authorized by the employee). 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 paychecks.

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

The City will process any paycheck error in the next pay period.

The City will notify the Union of any changes in the above provisions fifteen (15) days in advance of such a change.

ARTICLE 29 DISCIPLINE

101) Whenever the City determines that an employee may be subject to discipline, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written testimony. The City shall notify the affected employee and his/her Union representative of the day and time of the conference twenty-four (24) hours in advance. The notice shall identify the incident and contemplated Group I or Group II offense or civil service rule violation for which discipline' is being considered. The employee's Union representative shall be present at the pre-disciplinary conference unless otherwise agreed between the City and said employee and his representative. Any such agreement shall be reduced to writing, signed by both parties and submitted to the City for the record. An employee may also elect, in writing, to waive the opportunity for a pre-disciplinary conference.

102) Whenever the City instructs a bargaining unit member to leave work under the Drug & Alcohol Testing Addendum, it will immediately notify the Union President (or his or her designee) in writing at the fax number provided by the Union under Paragraph (18).

103) At least five (5) working days prior to meetings of the Accident Review Committee, the City shall provide the Union with the names of any bargaining unit members whose accidents are being reviewed at that meeting and copies of any reports or statements regarding the accident.

104) An employee who is disciplined must be disciplined within fourteen (14) calendar days of the event(s) upon which the discipline is based, or within a reasonable time from the date the City had knowledge of said event(s). In the case of suspension or discharge, the employee shall be advised of his/her right to have his/her Union representative present and, upon request, will be permitted to discuss his/her suspension or discharge with the Union representative in an area made available by the City before he/she is required to leave the premises. If a Steward is being disciplined, he/she has the right to be represented by a Union Officer.

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

106) Any suspension shall be for a specific number of consecutive days on which the employee would regularly be scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of the suspension only.

107) All employees are obligated to report convictions for DUI or drug related offenses, and failure to report may result in immediate discharge. In addition, the City has a disciplinary policy allowing it to discharge employees for serious misconduct including, but not limited to,

theft of City property, conviction of an offense involving the sale of drugs, and, for employees regularly scheduled to drive a City vehicle, two DUI convictions within a two (2) year period.

ARTICLE 30 GRIEVANCE PROCEDURE

108) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. It is the intent of the City and the Union to share information pertaining to grievances at all steps of the Grievance Procedure.

109) A grievance is defined as a dispute or difference between the City and employee(s) or the City and the Union concerning the interpretation and/or application of and/or compliance with any provision(s) of this Contract, including any and all disciplinary actions. A Group Grievance is a grievance filed by a group of employees relating to a single common issue or event covered by this Contract. A Policy Grievance is a grievance filed by the Union relating to a single common issue or event covered by this Contract. The grievance form shall set forth the complete details of the grievance, i.e., the facts upon which it is based, the paragraph(s) allegedly being violated, the approximate time of occurrence and the relief or remedy requested. It is understood that a written grievance may be amended by the Union at any time during the Grievance Procedure. However, all amendments must be presented prior to the start of the Step Three (3) meeting at which the amended grievance is to be heard, except in the case of grievances which begin at Step 3, in which case all amendments must be presented not later than thirty (30) calendar days prior to arbitration.

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

111) Step 1: When a grievance arises, the following procedure shall be followed: An employee who believes he has a grievance has a right to notify his Union representative of the situation and to discuss the alleged violation. This discussion shall take place with regard for the City's operational needs, but as soon as is reasonably possible. The grievance shall be reduced to writing and presented to the Commissioner or Appointing Authority or his designee within ten (10) working days of the event(s) giving rise to said grievance. The Commissioner or Appointing Authority or his designee shall meet with the Steward and Union Officer within five (5) working days from the date of receipt of the grievance in an effort to resolve the grievance. Within ten (10) working days after this meeting, the Commissioner or Appointing Authority or his designee shall give a written answer to the Steward and Union Officer. Each grievance shall be answered separately. The answer shall set forth in detail the settlement reached between the parties and shall include the grievance number, grievant's name, and the date of the grievance hearing. Agreement on this settlement shall be noted by both parties, in writing, on the grievance answer. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

112) Step 1-A: Any disciplinary action involving suspension of eleven (11) days or more, or other disciplinary action which is appealable to the Civil Service Commission, may be appealed to that body, in accordance with its rules and regulations. An employee may choose to appeal such disciplinary action by filing either a grievance or an appeal to the Civil Service

Commission, but in no case, shall an employee be permitted to utilize both procedures. If an employee does not file a grievance within the ten (10) day time limit, or files an appeal through both the grievance procedure and the Civil Service Commission, the employee shall be deemed to have chosen to appeal to the Civil Service Commission. Decisions of the Civil Service Commission are not appealable through the grievance procedure.

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

114) Step 3: If the grievance is not satisfactorily settled at Step Two (2), it shall be presented in writing to the City's Labor Relations Representative, with a copy to the affected Director or his designee, within ten (10) working days after receipt of the Step Two (2) answer. The City's Labor Relations Representative and the Union's Representative will mutually agree on a date for a meeting for the purpose of considering grievances. A complete agenda for all grievances appealed in writing to Step Three (3) will be provided by the Union prior to each meeting. Within thirty (30) calendar days of the Step Three (3) meeting, the City's Labor Relations Representative shall give a written answer, as defined in Step One (I), to the Union's Representative.

115) Step 4: If the Union does not accept the City's Step 3 answer, the Union shall notify the American Arbitration Association (AAA) and the City at the same time of its intent to arbitrate the grievance. The Union shall give the required notice to AAA and to the City within thirty

(30) calendar days after the date of the City's written Step 3 answer. The Union's notice to the City shall be provided simultaneously to the Department of Personnel & Human Resources (c/o, the City's Labor Relations Manager) and to the Department of Law (c/o, the Chief Assistant Director of Law for Labor & Employment). The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employee, his Union representative, and any necessary witness(es) shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding. The Union will provide the City with three (3) working days advance notice of employees required to testify.

116) The parties may, by mutual agreement, choose to have a grievance involving suspension or discharge arbitrated on an expedited basis. The expedited arbitration will be conducted pursuant to the rules of the American Arbitration Association and the fees and expenses of such proceeding including those of the Arbitrator, shall be borne equally by the City and the Union.

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

118) In instances where the City objected to arbitration and the Union chose to proceed, the first question to be placed before the arbitrator will be that of arbitrability. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

119) All decisions of arbitrators consistent with the above paragraphs and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding upon the City, the Union and the employees. Provided, that a grievance may be withdrawn by the Union at any time during the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. For purpose of this section, timeliness is counted as working days from the date of the incident or the date expressed on the face of either the answer or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by both parties. The date of occurrence of the event causing time to run is not counted in the time limit. If the last date of a period is not a regular business day, the time period runs through the end of the next regular scheduled business day. The Union shall be permitted to automatically appeal any failure by the City to timely provide an answer at Step 1 or Step 2 of the grievance procedure to the next step. The City shall be permitted to deny any grievance as untimely filed or appealed at any step of the grievance procedure. Any denial of a grievance based on timeliness which is challenged by the Union, shall be decided by the arbitrator. No reasonable request for an extension of time by the City to provide a written answer at Step 1, 2, or 3 or by the Union to appeal a Step 1 or Step 2 answer by the City shall be denied. In the event the City fails to process and/or respond to a grievance in accordance with the time parameters listed herein, the Union shall have the right to automatically advance the grievance to the next step of the grievance process.

ARTICLE 31
WAGES

120) In settlement of wages for the year 2019, there shall be a two percent (2%) increase added to all rates of classifications. (See attached Step Schedules Addendum - retroactive to April 1, 2019.)

121) In settlement of wages for the year 2020 there shall be a two percent (2%) increase added to all rates of classifications. (See attached Step Schedules Addendum.)

122) In settlement for wages for the year 2021, there shall be a two percent (2%) increase added to all rates of classifications. (See attached Step Schedules Addendum.)

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

124) Employees not on the active payroll at the time the contract is executed are not entitled to retroactive payment of wages or other monetary benefits. Employees who are in “unpaid leave” (other than FMLA or military leave), “suspended” or “layoff” status at the time this Agreement is executed shall not be entitled to uniform allowances, clothing maintenance allowances, and tool allowances until and unless they return to “active” status.

125) A heavy-duty mechanic shall receive the truck specialist's rate when working on a unimog's transmission, drive train, gear box or engine.

126) An employee designated by management as a "lead person" shall receive a \$.75 per hour adjustment above his base rate of pay. This shall be treated the same as a shift differential. There shall be one lead person designated for cache facility, to serve in the absence of

Management. The employee designated as the lead person shall not be removed from the position except for "just cause." The City retains sole discretion over the creation or elimination of any "lead person" position.

127) An employee assigned to perform off premises vehicle recovery will receive a \$.75 per hour adjustment above the employee's rate of pay for actual hours worked performing those duties.

128) During the life of this Agreement, not more than on a quarterly basis, the parties shall meet for the purpose of discussing possible pay inequities, as they affect bargaining unit personnel. The parties shall each be entitled to have three (3) representatives attending any such meeting. Any recommendations developed by said representatives shall be presented to the Administration for its consideration, but shall not be binding on any of the parties hereto.

Employees who are "ASE" certified will receive the following payment:

- | | |
|-------------------------------------|---------------------------------|
| 1. For the first ASE certification: | a \$200 annual lump sum payment |
| 2. For a second ASE certification: | a \$100 annual lump sum payment |
| 3. For a third ASE certification: | a \$100 annual lump sum payment |
| 4. For a fourth ASE certification: | a \$100 annual lump sum payment |

The ASE certification payments will be cumulative up to a maximum annual payment of \$500 for an employee who has obtained four ASE certifications. The City agrees to reimburse employees for the cost of one attempt at taking the initial ASE certification test for each certification, provided the employee passes the test on the initial attempt at certifying.

The City also agrees to reimburse employees for the cost of one attempt at taking the recertification test for each certification, provided the employee passes the test on the initial attempt at recertifying.

The City will approve annual “ASE” certification payments and testing reimbursement for the types of certifications it has approved in the past and for other certifications that are relevant to an employee’s job duties. The City will not unreasonably withhold approval of annual “ASE” certification payments and testing reimbursement. Employees must maintain their ASE certification to receive the annual lump-sum payment.

**ARTICLE 32
UNIFORM ALLOWANCE**

129) At the City's discretion, the City will provide uniforms for employees in this bargaining unit or, at the City's option, provide a uniform allowance of three hundred dollars (\$300.00) annually, on or before March 1 of each year. The City will either maintain employee clothing or, at the City's option, provide a clothing maintenance allowance of two hundred dollars (\$200.00) annually, on or before March 1 of each year.

130) The welders in the Division of Streets shall have their uniforms provided. The welder's uniforms shall be 100% cotton in content. Welders and welder fabricators shall be provided with four (4) pairs of welder gloves per person per year to perform their job responsibilities.

131) The City shall provide two foul weather gear outfits for each tow truck. Employees who operate such vehicles shall be responsible for said foul weather gear and shall comply with all reasonable directives and procedures related to same. The City will furnish foul weather gear to employees assigned to the airport.

132) The City shall provide one pair of steel-toed shoes to each Union member annually.

**ARTICLE 33
TOOL MAINTENANCE**

133) All Union members shall receive a payment of \$1,000.00 per year on or before March 1st in each year for tool allowance, tool insurance, and/or tool maintenance.

**ARTICLE 34
MILEAGE**

134) The City agrees to increase the mileage reimbursement to \$.32 1/2 per mile.

**ARTICLE 35
PARKING TICKETS AND MOVING VIOLATIONS**

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

**ARTICLE 36
CONTINUOUS TRAINING**

136) Job-related training shall be administered by each division in accordance with their current practices. The City shall provide at least eight (8) hours of training by a certified trainer per year involving new equipment prior to the warranty on the equipment expiring. If an employee receives a certificate or other recognition for the completion of job-related training programs, he shall be entitled to include a record of such achievement in his personnel file.

137) The Union shall be entitled to offer the City its input into appropriate job related training programs for bargaining unit personnel.

**ARTICLE 37
SAFETY COMMITTEE**

138) There shall be a Union-Management safety committee established in each division where the Union has representation. Each such committee shall consist of not more than four (4) representatives from each party and such representative shall meet on a quarterly basis during working hours and on City property. Union representatives to such committee shall suffer no loss in straight time pay or benefits as the result of attending such meetings.

139) Committee meetings shall be coordinated through the Manager of Employee Accident Control, who shall be an ex-officio member of each such committee and shall not be counted as one of the four (4) cited City representatives to each such committee.

140) Committees shall study safety and health related issues and develop recommendations for the respective divisions' consideration. Such recommendations shall not be binding on any of the parties and shall not be subject to the grievance procedure contained herein.

**ARTICLE 38
LEGALITY**

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

**ARTICLE 39
INJURY PAY PROGRAM**


142) The City will provide the union notification of any changes with the injury pay program sixty (60) days in advance.

**ARTICLE 40
DURATION**

143) The Contract represents a complete and final understanding on all operational policies between the City and the Union, and it shall be effective upon the date of ratification and remain in full force and effect through March 31, 2022. This Contract shall supersede all previous agreements and memorandums.

144) This Contract sets forth the complete terms and conditions of employment of the employees in the bargaining unit of Local 1, as agreed upon by the City of Cleveland, and the officials of the Union; and ratified by the membership of the Union. All side-agreements executed prior to the ratification of this Agreement must be in writing, fully executed, and attached to the Agreement in order to remain enforceable. All side-agreements executed after the ratification of this Agreement require at least the signature of the City's Director of the Department of Human Resources or a designee and the Chief Assistant Director of Law for the Labor & Employment Section of the Law Department or a designee and by the Unions President or a designee in order to be enforceable.

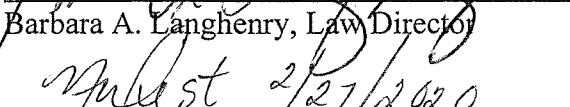
CITY OF CLEVELAND



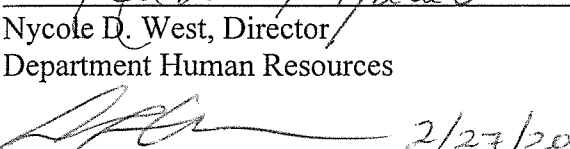
Frank G. Jackson, Mayor



Barbara A. Langhenry, Law Director



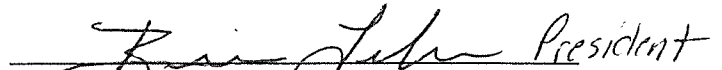
Nycole D. West, Director
Department Human Resources



Austin Opalich, Labor Relations Manager,
Department of Human Resources

1604-19-11

**SERVICE EMPLOYEES,
MAINTENANCE EMPLOYEES,
LOCAL 1**

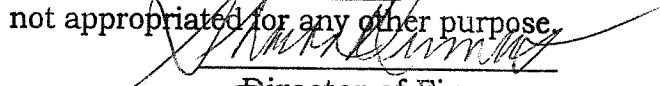


President



SECRETARY

The sum of \$0.00
_____ Dollar
required for this Contract was on
3/16/2020 and is at this
date in the City Treasury or in process
of collection, to the credit of
01001000 Fund and
not appropriated for any other purpose.



Director of Finance



Commissioner of Accounts

Entered by 

Appropriation Clerk

DRUG & ALCOHOL TESTING ADDENDUM

All employees who are required to be randomly tested under law (e.g. Department of Transportation regulations regarding employees required to have a Commercial Driver's License who drive vehicles in excess of 26,000 pounds), and all employees in Safety Sensitive Positions (identified below) shall be subject to random drug/alcohol testing. Additionally, an employee involved in any accident resulting in personal injury or one-thousand dollars (\$1,000.00) or more of property damage shall submit him or herself to post-accident drug/alcohol testing. Such testing shall be conducted in accordance with the DOT procedures. Further, when there is a reasonable suspicion to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination. Reasonable suspicion examinations, post-accident examinations, and random examinations for safety sensitive employees, employees on last chance agreements, and those employees with CDLs are conducted for the purpose of determining the presence of illegal drugs, non-prescribed not over the counter drugs, or alcohol in the employee tested.

An employee who is directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense. The City's Manager of Labor Relations, or his designee, shall approve all drug/alcohol testing. This testing will include possible urine, blood, or breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be subject to discharge. An employee who fails a drug or alcohol test for the second time during his/her employment with the City shall be discharged by the City.

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

- (a) A disciplinary probation for employees who have violated the City's drug and alcohol rules; or
- (b) For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drugs and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, a history of excessive absenteeism not related to a specific illness, documented evidence of deteriorating

job performance or of aberrant behavior in the six months immediately preceding the leave of absence or documented involvement with drugs off the job.

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

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

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

Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The City's EAP program can provide counseling and referral. All records of an employee seeking medical rehabilitation for a drug or alcohol problem, either through EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependence affects job performance so as to endanger fellow employees, the public or otherwise adversely impact on the employee's ability to perform his or her job duties.

Participating in the EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to privately test the blood, urine or other samples at an independent lab and the opportunity to rebut any allegation of chemical abuse. Any charging letter issued to an employee which includes allegations of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol.

Any employee found to have positive screens for drugs or alcohol must be given medical clearance by a qualified physician acceptable to the City before returning to work.

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

- (1) The person has a concentration of three -hundredths of one percent or more by weight of alcohol in his blood;
- (2) The person has a concentration of three -hundredths of one gram or more by weight of alcohol per two hundred ten liters of his breath;
- (3) The person has a concentration of 4.275 hundredths of one gram or more by weight of alcohol per one hundred milliliters of his urine.

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

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

Safety Sensitive Positions

Welder Technician
Welder-Fabricator Technician
Auto Body Technician
Auto Body Technician Helper
Blacksmith Technician
Small Equipment Technician

**CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN**

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

	<u>In-Network</u>
a. Annual Deductible:	\$750 single \$1,500 family
b. Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c. Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$1,500 single \$3,000 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	100% not subject to

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

g. Out-of-Network varies by standard carrier design.

IV. 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.

APPENDIX B

HIGH DEDUCTIBLE PLAN

	<u>In-Network</u>
a. Annual Deductible:	\$2000 single \$4000 family
b. Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c. Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$4000 single \$8000 family
d. -- Doctor and other Office visits: -- Specialists:	\$40.00 Co-pay \$60.00 Co-Pay
e. Use of Emergency Room:	\$250.00 Co-pay plus 80% Co-Insurance
	Non-Emergency use \$200.00 Co-pay plus 80% Co-Insurance
f. Wellness/Preventive Services:	
Routine Physical Exam (One exam per benefit period):	100% not subject to deductible
Well Child Care Services including:	
Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	100% not subject to deductible
Well Child Care Laboratory Tests (to 100% age nine):	not subject to deductible
Routine Mammogram (One, limited 100% to an \$85 maximum per benefit period):	not subject to deductible
Routine Pap Test and Exam (One per 100%)	not subject to deductible

benefit period):
Routine EKG, Chest X-ray, Complete 100% not subject to deductible
Blood Count, Comprehensive Metabolic
Panel and Urinalysis (Ages nine and over,
one each per benefit period):

CA 125 (cancer screening), Cholesterol 100% not subject to deductible
Screening (Ages nine and over, one each
per benefit period):

Routine PSA Test: 100% not subject to deductible

Routine Endoscopic Services (including 100% not subject to deductible
Colonoscopy) and Colon Cancer Screening
(Age over 50, one each per benefit period):

- g. Out-of-Network varies by standard carrier design.

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

STEP SCHEDULES ADDENDUM

Beginning April 1, 2016 and effective on the employee's classification anniversary date, the employees moves to the next step on the schedule that will give the employee an increase.

Auto Body Technician

	4/1/19	4/1/20	4/1/21
Step 4	23.84	24.32	24.81
Step 3	23.27	23.74	24.21
Step 2	22.38	22.83	23.29
Start	21.89	22.33	22.78

Automobile Technician Unit Leader

	4/1/19	4/1/20	4/1/21
Step 6	28.66	29.23	29.81
Step 5	27.97	28.53	29.10
Step 4	27.13	27.67	28.22
Step 3	26.37	26.90	27.44
Step 2	25.58	26.09	26.61
Start	24.76	25.26	25.77

Automobile Technician

	4/1/19	4/1/20	4/1/21
Step 6	23.62	24.09	24.57
Step 5	23.12	23.58	24.05
Step 4	22.86	23.32	23.79
Step 3	22.64	23.09	23.55
Step 2	20.53	20.94	21.36
Start	17.54	17.89	18.25

Heavy Duty Auto Body Technician

	4/1/19	4/1/20	4/1/21
Step 4	25.00	25.50	26.01
Step 3	24.43	24.92	25.42
Step 2	23.55	24.02	24.50
Start	23.06	23.52	23.99

Blacksmith Technician

	4/1/19	4/1/20	4/1/21
Step 6	27.95	28.51	29.08
Step 5	26.72	27.25	28.80
Step 4	25.54	26.05	26.57
Step 3	24.36	24.85	25.35
Step 2	23.17	23.63	24.10
Start	21.98	22.42	22.87

Heavy Duty Technician Unit Leader

	4/1/19	4/1/20	4/1/21
Step 6	35.09	35.79	36.51
Step 5	34.27	34.96	35.66
Step 4	33.50	34.17	34.85
Step 3	32.71	33.36	34.03
Step 2	31.91	32.55	33.20
Start	31.13	31.75	32.39

Heavy Duty Technician

	4/1/19	4/1/20	4/1/21
Step 5	28.27	28.84	29.42
Step 4	27.02	27.56	28.11
Step 3	25.77	26.29	26.82
Step 2	24.46	24.95	25.45
Start	23.21	23.67	24.14

Heavy Duty Technician II

	4/1/19	4/1/20	4/1/21
Step 7	27.21	27.75	28.31
Step 6	25.96	26.48	27.01
Step 5	24.69	25.18	25.68
Step 4	23.40	23.87	24.35
Step 3	22.14	22.58	23.03
Step 2	19.10	19.48	19.87
Start	18.04	18.40	18.77

Garage Technician

	4/1/19	4/1/20	4/1/21
Step 5	20.08	20.48	20.89
Step 4	19.48	19.87	20.27
Step 3	18.91	19.29	19.68
Step 2	18.36	18.73	19.10
Start	17.29	17.64	17.99

Small Equipment Technician

	4/1/19	4/1/20	4/1/21
Step 6	22.31	22.76	23.22
Step 5	21.39	21.82	22.26
Step 4	20.45	20.86	21.28
Step 3	19.49	19.88	20.28
Step 2	18.57	18.94	19.32
Start	17.65	18.00	18.36

Tire Repair Technician

	4/1/19	4/1/20	4/1/21
Step 4	21.82	22.26	22.71
Step 3	21.09	21.51	21.94
Step 2	20.48	20.89	21.31
Start	19.90	20.30	20.71

Welder Technician

	4/1/19	4/1/20	4/1/21
Step 4	27.53	28.08	28.64
Step 3	26.59	27.12	27.66
Step 2	25.84	26.36	26.89
Start	25.56	26.07	26.59

Welder/Fabricator Technician

	4/1/19	4/1/20	4/1/21
Step 4	28.26	28.83	29.41
Step 3	27.37	27.92	28.48
Step 2	26.57	27.10	27.64
Start	26.34	26.87	27.41