

CT-1001 -NF2020 \*0046

# **A G R E E M E N T**

*Between*

**The  
Ohio Nurses Association/AFT, AFL-CIO**

**and the**

**City of Cleveland**

April 1, 2019

to

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 the Ohio Nurses Association/AFT, AFL-CIO and its affiliate, Local 85, hereinafter referred to as the "ONA", 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 ONA 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) ONA is recognized as the sole and exclusive representative for all employees in the following job classifications 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.

(4) The ONA exclusive bargaining unit includes only the following job classifications and the City will not recognize any other labor organization except ONA as the representative for any employees within such classifications (except as specifically stated to the contrary below):

Public Health Nurse  
Nurse II  
Public Health Nurse I, II, III, IV

(5) Any new nursing title created with similar or related duties requiring licensing as a registered nurse shall be an RN and shall fall within the ONA bargaining unit.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

(6) Except as specifically limited by an explicit provision of this Contract, the City shall have the exclusive right to manage operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to:

- the sole right to hire (including the right to determine when and under what circumstances a vacancy exists), discipline and discharge for just cause, lay off, and promote;
- to promulgate and enforce reasonable employment rules and regulations (including the right to require employees to use or refrain from using specified uniforms or other tools of duty), to re-organize,

discontinue, or enlarge any department or division;

- to transfer employees (including assignment and allocation of work) within departments or to other departments;
- to introduce new and/or improved equipment, methods, and/or facilities (or to privatize or subcontract services), to determine work methods, to determine the size and duties of the work force, the number of shifts required, hours of work and work schedules;
- to establish, modify, consolidate, or abolish jobs (or classifications, including the right to determine the duties to be included in all job classifications and the standards of quality and performance to be maintained); and
- to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and otherwise utilize personnel in the manner determined by the City to be most effective and efficient, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

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

#### **ARTICLE 4**

## ONA RIGHTS

(8) It shall not be a violation of this Contract and it shall not be a cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, refuses to go through or work behind any lawful 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 reasonably provide for the personal safety of the employees.

## **ARTICLE 5**

### NO-STRIKE

(9) ONA 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 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**

### **NON-DISCRIMINATION**

(13) The City and ONA 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, military status, sexual orientation, genetic information (in accordance with Title II of the Genetic Information Nondiscrimination Act, P.L. 110-233), or age. No member shall be discriminated upon based on the employee's membership or non-membership in the ONA.

## **ARTICLE 7**

## UNION SECURITY

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

(15) Deductions of ONA dues shall be made during the second pay period of each month, but if an employee's pay for that period is insufficient to cover ONA dues, the City will make a deduction from the pay earned during the next pay period. ONA will provide the City with at least thirty (30) days advance written notice of any change in the dues deduction amounts.

(16) All deductions, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to ONA no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and upon receipt, ONA shall assume the disposition of all funds deducted.

(17) ONA 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 ONA jointly).

## **ARTICLE 8**

## ONA REPRESENTATION AND VISITATION

(18) The City recognizes the right of ONA to select representatives to represent the employees, on grievances concerning the interpretation or application of this contract. The Chairperson for the unit shall be scheduled on the day shift unless the City and ONA mutually agree to a different arrangement.

(19) Representatives shall process grievances with proper regard and shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling.

(20) ONA shall annually, on or by January 1, provide the Director of Personnel and Human Resources and the Commissioner of the Division of Public Health, written notice of the identity of all its Union stewards for the calendar year (name, shift, direct telephone, and email address.) If there is a change in identity of the Union steward(s) during the calendar year, the Union shall provide the above referenced City employees with the required information for each new steward within ten (10) working days of the change.

(21) The staff representatives of ONA shall be permitted to enter the City's premises during working hours, but 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.

(22) The City shall provide ONA with a bulletin board at mutually selected locations. Provided, that --

- a. No notice or other writing may contain anything political or critical of

the City or any City official or any other institution or any employee or other person;

- b. All notices or other material posted on the bulletin board must be signed by an official representative of ONA; and
- c. Upon request from the appropriate Commissioner or his designee, ONA will immediately remove any notice or other writing that the City believes violates this paragraph, but ONA shall have the right to grieve such action through the Grievance Procedure.

## **ARTICLE 9**

### **PROBATIONARY PERIOD**

(23) New employees shall serve a probationary period of one hundred twenty (120) calendar days. All personal time, sick time, or approved leave of absences taken by a probationary employee, whether paid or unpaid, will result in the extension of the probationary period by the number of work days missed. This may be extended by an additional ninety (90) days, upon the mutual written agreement of ONA and the City. New employees shall not be entitled to file any grievances over probationary reports, including, but not limited to, grievances involving discipline of any kind.

## **ARTICLE 10**

### **ORIENTATION PROGRAM**

(24) The Department of Public Health will provide an orientation program for newly employed nurses. Orientation is a minimum of ninety (90) days. Orientation includes, but is not limited to:

- a. Operating procedure in the nursing department;

- b. City Personnel Policies and Civil Service Procedures;
- c. Interrelationships of the Nurse to the Health Department; and
- d. Specific introduction and supervision in regards to the nurse's responsibilities to the health-care facility where the nurse will be employed.

## **ARTICLE 11**

### LABOR MANAGEMENT COMMITTEE

(25) There will be a Labor Management Committee, consisting of four (4) representatives selected by the Director of Public Health, two (2) of whom will be the Director of Nursing and a City Representative from Labor Relations, and up to four (4) representatives from the Ohio Nurses Association selected by the local bargaining unit, one of which shall be an Ohio Nurses Association representative from Columbus.

(26) The purpose of this Committee is to provide an additional method of communication between the Department and the nurses concerning nursing practice as it affects client care and other matters that affect nurses beyond the ordinary means of communication between management and members of the bargaining unit including but not limited to work load, hours of work, staffing, work place safety, and other matters which affect the practice and work of the nursing staff.

(27) The Committee will meet on an ad hoc basis at a mutually agreed upon time and place within fifteen (15) calendar days' notice by either party but no less than twice (2x) annually.

The City agrees that it will follow the Center for Disease Control and the Ohio Department of Health guidelines with respect to vaccinations for public health nurses.

## **ARTICLE 12**

### **EDUCATION ALLOWANCE**

(28) Nurses will receive annual education allowance of three hundred dollars (\$300), in addition to the one thousand dollars (\$1,000) granted to all City employees under C.O. 171.37, if available, to be used at the nurse's discretion to help offset expenses related to tuition reimbursement, continuing education fees and/or expenses, or certification costs, subject only to program approval by the Department. A nurse may assign all or part of the annual three hundred dollars (\$300) to another nurse for a particular year. Nurses cannot use more than the allowance in a calendar year. Nurses annually receive eight (8) professional leave days to attend educational programs.

(29) In order to qualify for the educational allowance in any subsequent twelve-month period, a nurse may be required to show evidence of having satisfactorily completed one (1) college level course in nursing or have earned continuing education hours (a recommended twelve (12) hours per year), or have acquired certification in a nursing specialty area. The Department will make allowances for a year in which for reasons of health, assignment of funds or other circumstances beyond a nurse's control if a nurse is unable to meet the aforementioned criteria.

(30) The City reserves the right to grant permission to attend continuing education programs and reimburse costs based upon the following criteria:

- a. The program relates to the nurse's practice area in the Health Department, safety or the area of public health, in general.
- b. Permission to attend during regularly scheduled working days is based upon first requested, first approved basis. If two (2) or more employees request to attend a continuing education program during the same time period, the City reserves the right to deny permission to one of the two nurses to attend during regularly scheduled working hours if attendance would be detrimental to the public health or safety of the community served by the City.
- c. Preference will be given to attend conferences in the local area.
- d. The City of Cleveland agrees to meet and discuss continuing education with the registered nurses at a Labor-Management meeting between the Commissioner and the Chair and designee of the Local Unit. The purpose of this discussion is to resolve any problems concerning the language in the Contract that specifies that continuing education shall relate solely to the "nurse's practice area in the health department or the area of public health in general."

#### License Renewal

(31) The City agrees to reimburse nurses for the Ohio Registered Nurse License Renewal fee renewed, such sum to be considered separate from the annual education allowance.

### **ARTICLE 13**

#### SENIORITY

(32) 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 to determine lateral transfer, shift and work week bids and shall be suspended for non-FMLA leaves of absence in excess of sixty (60) calendar days.

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

- a. Resigns.
- b. Is discharged.
- c. Is laid off for more than twenty-four (24) consecutive months.
- d. Is absent without leave for five (5) consecutive working days without notice to the City and cannot/does not provide an excuse which is acceptable to the Appointing Authority. Such an unauthorized absence is a voluntary termination of employment with the City. This provision shall not apply to a nurse who does not report due to circumstances beyond the control of the nurse.
- e. Fails to report for work within ten (10) consecutive working days from the date on which the City sends the employee notice by certified mail that he has been recalled from lay-off.

(34) The City will provide ONA with a list of all employees in the bargaining unit listing name, home address, home phone number, rate of pay, job classification, date of hire, and date of classification January and June annually to the ONA Columbus office. Employees shall be required to notify the City of any



changes in their addresses and telephone numbers (the telephone number must be one where the employee can be reached directly) and the City shall rely upon the last address and telephone number on file for an employee.

(35) Employees should attain "regular" or "legal" status in their classification after serving a minimum of two (2) years in the same classification in the same division. Employees who are promoted into a new classification pursuant to a collective bargaining unit job posting procedure should attain "regular" or "legal" status upon successfully completing their four (4) month probationary period.

## **ARTICLE 14**

### **LAY-OFFS**

(36) Whenever it is necessary to reduce the working force of the City, either for lack of work, abolishment of positions, or lack of funds, the City may first seek volunteers for a reduction in hours. If a reduction in force is still necessary, employees shall be laid off in inverse order based upon seniority within the affected classification within their division in the following order:

- a. Temporary employees.
- b. Certified employees.

(37) Before any bargaining unit employee is given notice of lay-off, the City will notify ONA no later than fourteen (14) calendar days prior to the layoff. The City and the ONA shall meet within five (5) calendar days prior to layoff notices to discuss alternatives, or other available positions within the bargaining unit.

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

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

## **ARTICLE 15**

### **RECALL**

(40) Whenever any regular employee 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 for 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 the 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. Employees shall be recalled to work in reverse order of layoff. In instances where layoff is occasioned by a reduction in funding, as in the case of a government or other grant, it is understood that nurses shall be transferred from the grant payroll to the general fund payroll if there are not employment restrictions on either payroll.

(41) In seeking new or additional nurses, the City shall first offer employment to those of its nurses who may then be on layoff status for bargaining

unit positions for which they are qualified in accordance with the seniority provisions of this Contract.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

#### **Funeral Leave/Memorial Service**

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

- a. If the funeral/memorial service is within the State of Ohio -- five (5) working days.
- b. If the funeral/memorial service is outside the State of Ohio -- seven (7) working days.
- c. To be eligible for funeral/memorial service leave, an employee must provide the City with a funeral/memorial service form (to be supplied by the City) and must attend the funeral/memorial service, or other obligations related to the death and/or estate etc., and the failure to do so or a misrepresentation of facts related to a funeral/memorial service leave shall be proper cause for disciplinary action up to and including discharge, (including forfeiture of pay for the leave).

#### **Jury Duty**

(43) 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

- 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.

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

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

#### Military Leave

(45) 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.

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

(47) A non-probationary employee of the City who is temporarily called to active duty (e.g., summer training) shall be granted a leave of absence for the duration of such active duty and shall be paid the difference between his regular

pay and his service pay (upon 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.

(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.

(49) Any non-probationary employee who is entitled to the leave, and who is called to military duty for a period in excess of thirty-one (31) days in any 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.

(50) 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 five hundred dollars (\$500). The employee shall not receive payments under this paragraph if the sum of his/her gross military income pay and allowances received in a month exceeds his/her gross monthly wage or salary as an employee or if the permanent public employee is receiving his or her pay as described above.

#### ONA Leave

(51) At the request of ONA, a leave of absence with pay shall be granted

to any employee selected for an ONA office, employed by ONA or required to attend an ONA convention or perform any other function on behalf of ONA necessitating a suspension of active employment not to exceed three (3) working days in a calendar year with written notification from the ONA Columbus Office with no less than five (5) working days' notice.

#### Education Leave

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

#### Sick Leave with Pay

(53) All regular full-time employees shall be credited with paid sick leave at the rate of ten (10) hours per month or fifteen (15) workdays per year. Unused paid sick leave shall continue to accumulate without limitations.

- a. Paid sick leave shall be granted only for pregnancy leave, actual sickness or injury, confinement by reason of a contagious sickness or visit to a doctor or a dentist for medical care of the employee or his immediate family and pregnancy (including post-partum periods).

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, as amended, and with current City sick leave and leave of absence policies.

- b. Paid sick leave will be credited but cannot be used until the employee has satisfactorily completed his initial probationary period with the City.
- c. No paid sick leave shall be granted unless the division authority designated by the City is notified of the sickness no later than one (1) hour prior to the employee's scheduled starting time on the first day of the absence on account of sickness. Absences not reported as stated above may be excused by his employer if the Appointing

Authority or his designee determine that there were unusual circumstances which were beyond the employee's control. Employees shall be permitted to take sick leave only in one (1) hour increments. An employee is required to call in on each day off or notify the City of the duration of his absence.

- d. An employee returning to work that has demonstrated a pattern of sick abuse (30 hours or more of absences due to sick call-offs); who is returning from an extended convalescence from a hospitalization or long illness, work-related or not, must provide a certificate from a licensed physician. A Certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who has been so notified in writing that he has demonstrated a patterned abuse over the preceding months or after any illness requiring hospitalization. The certificate must include: re-employment date, work capable of being performed, all restrictions (and the anticipated duration of restrictions).

An employee may be required to submit a doctor's certificate for any sickness beyond three (3) days if so notified by supervision.

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

- e. Upon retirement or death, an employee, or his legal representative, shall have the right to convert his accumulated paid sick leave to a payment at the rate of one (1) day's pay for each three (3) days of unused accumulated paid sick leave. Once an employee has converted his sick leave, as provided herein, the remaining unconverted sick leave hours will be deleted from the employee's sick leave balance. The pay rate used shall be the employee's base pay rate at the time of retirement or death.
- f. 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, or enter the Injury Pay Program.

### Sick Leave Without Pay

(54) After an employee has exhausted his sick leave with pay, he or she shall be granted a leave of absence without pay for a period not to exceed six (6)

months because of personal illness, injury, or pregnancy (including post-partum recovery periods), upon request, supported by medical evidence satisfactory to the City if the employee has reported such illness, injury or pregnancy (including post-partum recovery periods) to his or her department head or immediate supervisor by no later than the second day of absence. If the illness, injury, or pregnancy (including post-partum recovery periods), continues beyond six (6) months, the City may grant additional sick leave under this paragraph upon request. An employee on sick leave is expected to keep the City informed on the progress of his or her illness, injury, or pregnancy (including post-partum recovery periods), as circumstances allow. Any employee who has been on sick leave for three (3) or more consecutive workdays may be required to submit to and pass a physical examination before being permitted to return to work.

#### General Leave

(55) The City shall process all requests for leaves of absence applied for within three (3) working days, and respond in writing, on forms to be provided by the City. An employee may, upon request, return to work before 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.

(56) If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave, direct the



employee to return to work, and the employee may be disciplined up to and including discharge.

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

#### Personal Leave

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

### **ARTICLE 17**

#### VOLUNTARY SICK LEAVE CONTRIBUTION

(59) Employees who are not on absence abuse may voluntarily contribute earned but unused, accumulated paid sick leave to another bargaining unit employee who must have exhausted his own sick leave, vacation, and personal leave, and who is not on absence abuse. The following conditions shall apply:

- a. An employee may contribute a maximum 40 hours of accumulated paid sick leave, but must retain at least 100 hours of accumulated sick leave after any contribution. The employee contributing shall have the time deducted from his accumulated sick leave balance.
- b. Any agreement to contribute must be in writing and signed by the contributing employee and union representative, and is subject to final approval by the City Labor Relations Manager or designee. Copies of the signed form shall be placed in the contributing employee's

personnel file.

- c. The City may, at its election, cancel this program by serving written notification to the Union, with three-month notice of the cancellation date. The City shall not cancel the program on an arbitrary or capricious basis.
- d. As appropriate, and under state and federal statutes, the City shall designate an employee's use of paid or unpaid sick time as FMLA (Family Medical Leave Act) time.

## **ARTICLE 18**

### INJURY PAY POLICY

(60) The City's Injury Pay Policy is attached as Exhibit B. The terms of the Policy shall include the following:

- a. Participation is voluntary.
- b. The Policy does not replace State Workers' Compensation, but is an alternative to this program.
- c. The City shall notify the ONA should the City consider a modification to the policy. The City and the ONA shall meet prior to the implementation of the modification.

## **ARTICLE 19**

### ASSIGNMENT OF WORK -- TEMPORARY TRANSFERS

(61) All employees shall be required to perform all authorized temporarily assigned duties, regardless of their usual or customary duties or job assignment. If the City determines that a temporary transfer is necessary, the City shall first seek volunteers for the transfer. If a volunteer does not come forward, is not qualified, or there is a public health emergency, the City may assign the transfer. 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 eight (8) hours. When an employee is temporarily transferred to another job classification --

- a. If the rate of pay for such other classification is lower than his regular rate, he shall receive his regular rate;
- b. If the rate of pay for such other classification is higher than his regular rate of pay, he shall receive 5% of the employee's salary added to the employee's base salary or the bottom of the pay band of the higher classification whichever is higher if he or she works in the higher classification for three (3) consecutive hours or more;
- c. Prior to a nurse commencing work in a different division as a result of a temporary transfer the nurse shall receive any necessary orientation.

## **ARTICLE 20**

### JOB EVALUATION AND DESCRIPTION

(62) The City has the 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 notify ONA no later than ten (10) working days prior to placing the classification into effect. The parties agree to meet within seven (7) days of the notice to mutually agree upon the new classification and rate of pay. If an agreement cannot be reached,

the matter may be submitted to arbitration for the purpose of determining a rate of pay.

(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 notify ONA of said change ten (10) working days prior to the change implementation.

(65) ONA may ask for a meeting with the City to discuss the proposed change. ONA, at this meeting must demonstrate a qualitative and/or objective change to the position, including, but not limited to the new skill sets required as 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.

(66) The Department of Health will meet with ONA for the specific purpose of discussing proposed changes in organizational structure not less than once annually.

(67) Each employee of the Employer will be evaluated by the immediate supervisor not less than annually but within the first quarter in order to assess his current job performance, identify performance areas requiring improvement, to establish performance objectives for the next evaluation period and to develop a plan for improvement of performance.

(68) Upon completion of the employee's evaluation conference with the immediate supervisor, the employee shall be provided with a copy of the evaluation

for review and signature. The employee shall sign the evaluation to acknowledge receipt. The employee's signature does not indicate that the employee is in agreement with the contents of the evaluation, but only that the employee has received the evaluation. After reviewing, should the employee desire to submit a written reply, he must do so within five (5) working days.

### Personnel Records

(69) An employee shall, upon request, be permitted to review his/her divisional personnel records file, except reference letters, in the presence of appropriate supervision and he/she may initial and date the contents found therein. Only copies of letters of discipline, evaluations and commendations shall be made available to the employee at the time of review.

(70) A letter will be sent to advise the Union that per City policy copies of the employee's personnel file will be available to the employee at a nominal cost.

## **ARTICLE 21**

### PROMOTIONS AND TRANSFERS

(71) Whenever there is a job opening in the exclusive bargaining unit covered by this Agreement, and the City determines that a vacancy exists and that it should be filled, the City shall post a bid notice where the vacancy exists with a copy to the ONA (Local unit President). A notice of the opening and a job bidding form will be simultaneously posted for ten (10) working days in the Department of Human Resources and in all Divisions where bargaining unit registered nurses work. A copy of the notice and job bidding form will be sent to the ONA local

President. The nurse will have ten (10) working days in which to bid for the job from the date of posting by signing the job bidding form.

Thereafter, the job will be awarded in accordance with the following preferences schedule:

- a. For non-promotional vacancies, the position will be awarded to a qualified nurse based on seniority.
- b. For promotional vacancies, the position will be awarded to the nurse who the City determines has the experience and exhibits the skill and ability to perform the posted position. If two or more applicants are equal in experience, skill and ability, the position shall be awarded based on seniority.

A nurse awarded a position under the bidding procedure will be given a trial period to exhibit the ability to perform the duties of the position. Such period shall be up to thirty (30) calendar days. If the nurse cannot prove his qualifications within that period of time, or determines that he does not desire to remain in the position, he will be returned to his former position or an equal position if available. In order to provide continuity of services while filling a position opening, the City shall have the unrestricted right to fill openings and make transfers on a temporary basis pending selection of a nurse (including completion of the qualification period) for the position under the provisions of Article 19.

No nurse shall be eligible for promotion who has not satisfactorily completed the required probationary period.

A nurse may exercise his job classification seniority on a Division basis for the purpose of transferring within the same work location or to another work

location within the same classification within his bargaining unit when an opening occurs, provided he has the ability to perform the work involved, and operational needs permit such a change.

Once a nurse has been awarded his transfer, he shall not be permitted to make another transfer within the next six (6) month period. However, this shall not preclude a nurse from changing FTE status within the same division within this six (6) month period.

## **ARTICLE 22**

### **HOURS OF WORK**

(72) The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) consecutive eight (8) hour days, exclusive of meal breaks, during the period starting 12:01 a.m. Monday through Friday of the same work week Monday to Midnight Sunday, except where different hours are necessary to meet operational requirements. The City agrees to provide employees with notice of required weekend work hours as far in advance of the weekend hours as practicable. The City reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours.

(73) Based upon operational needs and with the approval of the Commissioner nurses may be permitted to work a flex-time work schedule. If the above criteria are met, nurses may arrive at work between the hours of 7:00 a.m. and 9:00 a.m. and may work until 6:00 p.m.

## Lunch and Breaks

(74) All employees working a shift of six (6) hours or more shall be allowed at least one-half hour unpaid lunch period, except for other mutually agreed upon schedules with ONA.

(75) There shall be two (2) paid fifteen (15) minute rest periods in an eight-hour workday.

## **ARTICLE 23**

### OVERTIME - PREMIUM PAY

(76) 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) work week (excluding employees on a special work week schedule). Paid holiday hours and paid vacation hours will be counted as hours worked for the purpose of computing overtime. Paid sick leave hours will not count as hours worked for the purpose of computing overtime.

(77) 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.

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

(79) All overtime must be approved by the City before it is worked. Employees who are authorized to work overtime hours as described in this Article may receive compensatory time in lieu of payment of overtime in the following



fashion:

- a. The nurse shall have discretion to take overtime work paid in cash payment or compensatory time. Cash payments shall be limited up to a maximum of forty (40) hours of paid time annually.
- b. Employees are limited to a maximum of 240 hours of accrued compensatory time at any time. Any overtime hours worked after an employee has accrued 240 hours of compensatory time will be compensated by cash payment. When an employee separates from employment with accrued compensatory time, the employee will be paid for accrued compensatory time at his/her regular, straight time hourly rate.
- c. Employees may use accrued compensatory time as time off by making a written request. The City will approve compensatory time requests based on its operation needs, but will not unreasonably deny an employee's request to use compensatory time.

## **ARTICLE 24**

### EQUALIZATION OF OVERTIME

(80) The City shall be the sole judge of the necessity for overtime. When overtime is required, the City shall offer the available overtime to employees within the same classification. The City shall equalize all overtime among employees within the same classification within a unit or work location. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution. Emergency overtime cannot be refused. An employee may be excused due to a personal emergency provided a replacement can be obtained in time to meet the City's emergency. An emergency is defined as an impairment to city services or operations which cannot be delayed until the beginning of the next regular

workday.

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

## **ARTICLE 25**

### WAGES

(82) The wage increases for the 2019-2022 contract are:

2019: 2% general wage increase retroactive to April 1, 2019.

2020: 2% general wage increase retroactive to April 1, 2020.

2021: 2% general wage increase effective on April 1, 2021.

Employees who are in “unpaid leave” (other than FMLA or military leave), “suspended” or “layoff” status at the time the Contract is executed shall not be entitled to retroactive wage payments, uniform allowances and shoe allowances until and unless they return to “active” status.

All terms of this Agreement will be in full force and effect through March 31, 2022. Per the terms of this Agreement, bargaining unit members will receive a two percent (2%) increase in base wages effective April 1, 2021. Notwithstanding this negotiated increase, the parties agree to convene a wage and salary committee to consider a further adjustment to compensation which, if agreed upon, would be effective April 1, 2021. The wage and salary committee may discuss adjustment

to the pay scales and/or equity increases. The wage and salary committee will initiate these discussions on or before February 15, 2021.

(83) The City may provide discretionary bonuses to nurses, based upon objective performance guidelines and the availability of funds.

(84) Nurses with a Bachelor of Science degree in Nursing will receive \$.35/hour differential in addition to his/her straight-time wage rate for all hours paid.

(85) Nurses assigned to orient a student or new hire shall receive a preceptor differential of \$.75/hour straight time for all hours worked with the student or new hire. Nurses shall not be required to precept nursing students unless mutually agreed by the employee, ONA, and the City.

(86) Members of the bargaining unit who currently earn more than specified in the foregoing wage schedules who have reached the top of the pay band for Public Health Nurse, Nurse II, Public Health Nurse I, II, III, or IV shall be “red-lined”. Their wages will be frozen until their entitlements under the schedules match or exceed their salaries. Thereafter, they shall be paid according to schedule.

Public Health Nurse III Step Schedule: the following scale will be increased by 2% for 2019, 2% for 2020, and 2% for 2021.

	04/01/19	04/01/20	04/01/21
<u>Start</u>	\$54,421.55	\$55,509.98	\$56,620.18
<u>2 Yr.</u>	\$55,509.97	\$56,620.17	\$57,752.57
<u>4 Yr.</u>	\$58,153.30	\$59,316.37	\$60,502.70
<u>6 Yr.</u>	\$58,503.14	\$59,673.20	\$60,866.67
<u>10 Yr.</u>	\$59,673.21	\$60,866.67	\$62,084.01

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

(88) Employees are responsible for any motor vehicle violations, moving and non-moving, issued while driving a City owned vehicle. The Collective Bargaining Agreement will authorize the City to deduct the amount of fines from their pay once the administrative appeal process, if applicable, has been exhausted.

## **ARTICLE 26**

### **LONGEVITY**

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

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

5 years	\$300.00
10 years	\$475.00
15 years	\$575.00
20 years	\$750.00

## **ARTICLE 27**

## SHIFT PREMIUM

(91) All regular full-time employees who are assigned to the afternoon shift (i.e., majority of regular shift hours fall between 2:00 p.m. and 12:00 Midnight) shall receive a shift premium of thirty-five cents (\$.35) per hour.

(92) All regular full-time employees who are regularly assigned to the third shift (i.e., majority of regular shift hours fall between 12:00 Midnight and 8:00 a.m.) shall receive a shift premium of thirty-five cents (\$.35) per hour.

(93) Any employee who is regularly assigned to a rotating shift encompassing all three (3) shifts shall receive thirty-five cents (\$.35) per hour.

(94) Shift premiums are always paid on a straight-time basis.

## **ARTICLE 28**

### UNIFORM AND SHOE ALLOWANCE

(95) The City shall provide uniforms for employees in this bargaining unit, or at the City's option a uniform allowance, which includes maintenance, of four hundred and fifty dollars (\$450) annually on or before March 1.

(96) The City shall provide an annual shoe allowance for employees in this bargaining unit, of eighty dollars (\$80) annually on or before March 1.

(97) A separate check will be issued on or before March 1 annually, in compliance with this provision of the Agreement.

## **ARTICLE 29**

### HOLIDAYS

(98) All regular full-time employees shall be entitled to eleven (11) paid

holidays, as follows:

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

(99) Employees are entitled to two (2) eight (8) hour personal holidays in each calendar year which may be taken only in two hour blocks of time. Personal holidays will be granted based upon operational needs, however personal days shall not be arbitrarily denied. Personal days must be taken in the year earned and do not accrue. The Division requires written notice five (5) days in advance of a request for use of a personal day. If the operating needs of the department cannot be met because there are too many requests for a specific day, or for any other reason, the requests will be considered and approved in accordance with seniority guidelines. Newly hired nurses cannot use personal holidays during his/her probation period.

(100) To be entitled to holiday pay, an employee must have worked his or her last full scheduled work day before and first full scheduled work day after the holiday unless on an approved vacation, funeral leave, FMLA leave, or personal day.

(101) 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 30**

## VACATIONS

(102) 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:

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

(103) The administration of vacations (including eligibility requirements) shall be in accordance with the following rules and regulations established by the Department of Personnel & Human Resources and ONA:

- a. Any employee with less than one year of continuous employment by December 31st of the previous year shall receive one workday 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 the 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 roles 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 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. Employees absent 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 - one and one-half (1-1/2) days per month, but not to exceed fifteen (15) days; twelve (12) years, but less than twenty-two (22) years of service - two (2) days per month, not to exceed twenty (20) days; twenty-two (22) years' service - two and one-half (2-1/2) days per month, not to exceed twenty-five (25) days.
- h. An employee may use any vacation leave earned prior to December 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 the year. The City, however, may permit employees to carry over vacation leave to the following year.
- j. Employees on layoff or that terminate their employment before taking earned vacation shall be paid for that accrued time, and receive pro-rata vacation earned during the current year in which he terminates.
- k. The estate of a deceased employee shall receive payment for any unused vacation leave, including pro-rata vacation earned during the current year, for which the employee was eligible at the time of death.
- l. Any employee eligible for vacation under existing rules, who enlists or is inducted in 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. An employee may not use his/her vacation time during his/her probationary period. An employee terminated during his/her probationary period is not eligible to cash out accrued vacation. Employees covered by this Agreement who are employed as of the date of execution shall be permitted to cash out accrued vacation if terminated during their probation period.

(104) 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 the end of his vacation, at his option).

(105) 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 the 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 departments) will be provided 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 31**

#### **CALL-IN PAY**

(106) 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 work at his applicable rate of pay. If an employee is called in and works more than four (4) hours, he shall receive eight (8) hours of work at his applicable rate of pay.

**ARTICLE 32**

INSURANCE COVERAGE

(107) The City agrees to provide single or family coverage, whichever is applicable, for each eligible employee enrolled in any of the health coverage plans for the term of the Labor Contract under the terms and conditions set forth in this Article. There shall be no duplicate coverage if both spouses are on the City’s payroll.

**Health Care Benefits:**

- a. The City shall provide the health insurance plan design attached to the Agreement as an addendum. Health Care coverage shall be that set forth in the summary plan description for the plan selected by the employee.
- b. Employee premium cost sharing contributions and other terms are as follows effective April 1, 2019:

	<u>Wellness</u>		<u>Non Wellness</u>	
	<u>Individual</u>	<u>Family</u>	<u>Individual</u>	<u>Family</u>
MMO Plus (Including RX, dental and vision coverage)	15%	14%	19%	18%

- c. The City shall have the discretion to implement and offer a voluntary, optional, high deductible hospitalization plan for employees with benefit levels as outlined in Addendum B.

If so implemented and elected, the premium rates shall be as follows:

<u>Wellness</u>	<u>Non Wellness</u>
-----------------	---------------------

<u>Individual</u>	<u>Family</u>	<u>Individual</u>	<u>Family</u>
6%	5%	10%	9%
(Including RX, dental and vision coverage)			

- d. 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; and  
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; and  
Triglycerides (available only with the fasting test).

The discount shall take effect the month following the employee's satisfaction of these screening requirements. To satisfy the requirements the employee must complete an online health risk assessment (once annually) and complete an annual screening. 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.

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

(108) There shall be no reduction in benefit levels afforded by said plans

unless by mutual agreement of the City and the Union.

(109) The City shall have the right to change insurance carriers or self-insure provided that the benefit levels remain substantially the same (scope of benefits).

(110) The City reserves the right to implement a smoking-cessation incentive policy during the life of this Agreement.

### **ARTICLE 33**

#### **LIFE INSURANCE**

(111) All regular full-time employees who have completed ninety (90) days continuous service with the City will be provided with a fifteen thousand dollar (\$15,000) Group Term Life Insurance. Effective April 1, 2020, Group Term Life Insurance coverage will increase to twenty-five thousand dollars (\$25,000).

### **ARTICLE 34**

#### **DENTAL INSURANCE**

(112) All regular full-time employees and dependents will be covered for Dental Care. Coverage will be set forth in the summary plan description. The City will implement the following benefits enhancements on April 1, 2020:

- Reduce deductible to \$25-single/\$50-family.
- Increase basic co-insurance to ninety percent (90%).
- Increase orthodontia lifetime maximum to \$2,000.
- Increase annual maximum to \$2,000.

### **ARTICLE 35**

#### **VISION INSURANCE**

(113) The City shall provide vision insurance to all eligible employees. Coverage shall be set forth in the summary plan description. The City will implement the following benefits enhancements on April 1, 2020:

- Increase frame allowance to \$150.
- Reduce UV co-pay to \$0.
- Increase elective contact allowance to \$100.
- Reduce eye examination frequency to once every twelve (12) months.
- No progressive maximum included.

### **ARTICLE 36**

#### **PAY DAY**

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

(115) The City may pay employees by direct deposit or by payroll debit card.

(116) The City will process any significant pay error within five (5) working days, if possible.

### **ARTICLE 37**

#### **DISCIPLINE**

(117) 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, the ONA Columbus Office Representative, and his/her union representative of the need for a pre-disciplinary conference and the incident for which discipline is being

considered and the parties shall establish a mutually agreeable time and date for the hearing. The employee's Union representative and ONA Columbus Representative shall be present at the pre-disciplinary conference unless otherwise agreed between the City and said employee and his Union 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.

(118) If action more severe than a written reprimand is being contemplated, the City and the Ohio Nurses Association shall mutually schedule the pre-disciplinary conference to occur within ten (10) working days of the Ohio Nurses Association receiving notice from the City by a pre-disciplinary notice. Such notice shall provide the affected employee, the local ONA representative, and the ONA Columbus Representative with specific reasons for the conference. During the hearing the employee, Union representative, and City representative shall be permitted to present documents and other evidence in the matter.

(119) 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 the meeting and copies of any reports or statements regarding the accident.

(120) An employee who is facing discipline must be so notified 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 an ONA Columbus Representative.

(121) The employee, the ONA Columbus Office Representative, 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.

Any materials in the employee's personnel record, which have not been seen or signed by him/her or which are more than three (3) years old at the time of 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 concerns of the material but does acknowledge he/she has seen it.

The City shall have the right to discipline or discharge a nurse for just cause. Pursuant to the City's policy on Time and Attendance, C-3 dated April 17, 2009, a nurse who is disciplined under this policy shall have seven (7) steps of progressive

discipline administered beginning with a written warning up to and including discharge from employment. The City reserves the right to skip steps of progressive discipline in the event of a nurse's egregious behavior (e.g., theft, abuse or sale of drugs). Pursuant to the City's Progressive Discipline Program, C-24 dated March 5, 2012, a nurse who is disciplined under this policy for performance issues shall have five (5) steps of progressive discipline administered beginning with a written reprimand up to and including discharge. The City reserves the right to skip steps of progressive discipline in the event of a nurse's egregious behavior (e.g., theft, abuse or sale of drugs). This provision shall not prohibit the City from changing the aforementioned policies. However, the City shall continue to provide notice to the ONA and bargain over the effects of any change proposed.

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

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

(124) The ONA and the City of Cleveland agree as to the importance of maintaining a drug free work place and realize the detrimental effects that illegal drug use has on an employee and patient safety. To this end, the parties will work together to make sure the prohibited use of controlled substances do not adversely



affect the workplace. Finally, the ONA and its members commit to actively participate in assisting the City in identifying those employees who may be working under the influence of controlled substances pursuant to the drug testing addendum in Appendix A.

## **ARTICLE 38**

### **POLICY GRIEVANCE**

(125) Employees shall have the right to file policy grievances when disputes arise over matters affecting client care, or professional nursing judgment, or professional standards or ethics.

(126) Such grievances shall be filed at Step 1 with the Director of Nurses within fourteen (14) calendar days after the grievant has knowledge of said dispute.

(127) If the grievance is not satisfactorily settled at this Step, the grievance shall be appealed to Step 2.

## **ARTICLE 39**

### **GRIEVANCE PROCEDURE**

(128) 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.

(129) Further, it is the parties' intent to permit City employees full access to the services of the Civil Service Commission, including review of disciplinary actions and other matters as appropriate, should the employee so choose.

(130) 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. Employees shall have the right to file policy grievances when disputes arise over matters affecting client care, professional nursing judgment, or professional standards and ethics.

(131) 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 3 meeting at which the amended grievance is to be heard, except in the case of grievances which begin at Step 3. In this case the amendments must be presented no later than thirty (30) calendar days prior to arbitration.

(132) It is important that the employee's grievance(s) regarding discharges, or wage disputes be handled promptly. Therefore, all such grievances shall be reviewed through the Grievance Procedure beginning at Step 3 within ten (10) working days as in Step 1. The nurse, ONA, or ONA local leadership shall make every effort to first discuss the subject matter of a grievance with a supervisor or Human Resource. An ONA local representative shall have the right to be present at the meeting. If the grievance cannot be resolved through this discussion the grievance shall be processed as follows:

**Step 1:** 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 within a reasonable time. 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 Representative within five (5) working days from the date of receipt of the grievance in an effort to resolve the grievance. Within ten (10) working days after this meeting, the Commissioner or Appointing Authority or his designee shall give a written answer to the Steward and Union Representative. 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.

**Step 2:** If the grievance is not satisfactorily settled at Step 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 1 answer. Within five (5) working days thereafter, the Director or his designee shall meet with the Local Union Representative. Within ten (10) working days after the Step 2 meeting, the Director or designee shall give a written answer, as defined in Step 1, to the Local Union Representative.

**Step 3:** If the grievance is not satisfactorily settled at Step 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 2 answer. The City's Labor Relations Representative and the Union 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 3 will be provided by the Union prior to each meeting. Within thirty (30) calendar days of the Step 3 meeting, the City's Labor Relations Representative shall give a written answer, as defined in Step 1, to the Union Representative.

**Step 4:** If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days submit the matter to final and binding arbitration. The Union shall notify the City of its intent to arbitrate the grievance.

The Union shall within these thirty (30) calendar days also notify the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or a mutually agreed upon service, and the City, of its intent to arbitrate the grievance with notice to the City provided to the Department of Personnel and Human Resources, c/o Labor Relations Manager, and the Department of Law, Chief Assistant Director of Law, Labor and Employment Section. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employee, his Union representative, and any necessary witness(es) shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding. The Union will provide the City with ninety-six (96) hours advance notice of employees required to testify.

(133) 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 AAA, or the FMCS or a mutually agreed upon service and the fees and expenses of such proceeding including those of the arbitrator, shall be borne equally by the City and the Union.

(134) 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 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 or submission of briefs.

(135) In instances where the City objected to arbitration and the Union chose to proceed, the first (1<sup>st</sup>) question to be placed before the arbitrator will be that of arbitrability, the grievance will be heard on its merits before the same arbitrator.

(136) All decisions of arbitrators consistent with this Article 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 employee(s). 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. 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 regularly scheduled business day.

Extensions of time limits provided for in this Article shall be by mutual agreement and must be verified in writing and signed by both parties.

(137) The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the City and ONA, be binding; and any grievance not timely presented, or timely advanced thereafter, shall be considered

no grievance. A grievance or grievance answer postmarked within the time limits set forth in the grievance procedure shall be considered timely filed. Any grievance not answered by management within the time limits set forth herein shall automatically advance to the next step of the Grievance Procedure. However, there shall be no such automatic progression to arbitration. The City may deny any grievance as untimely filed or appealed at any step of the grievance process.

## **ARTICLE 40**

### **LEGALITY**

(138) It is the intent of the City and ONA that this Contract comply, in every respect, with applicable legal statutes, charter requirements, and judicial opinions, and if it is determined by proper authority that any provision of this Contract is in conflict with the law, that provision shall be null and void while the remainder of this Agreement and its provisions shall remain in full force and effect for the remainder of the term of this Agreement. In the event of an unlawful determination, the City and ONA shall meet within thirty (30) calendar days to negotiate a lawful alternative provision.

## **ARTICLE 41**

### **CIVIL SERVICE**

(139) 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 because of either a competitive or non-competitive entrance examination, or by the registration of the unskilled

labor classification. 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 under procedures set forth in this Agreement.

**ARTICLE 42**

DURATION

(140) This Contract represents a complete and final understanding of all negotiated issues between the City and ONA and it shall be effective as of April 1, 2019, and remain in full force and effect through March 31, 2022.

(141) 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 ratification of this Agreement require at least the signatures of the City's Director of Personnel and Human Resources or a designee and the Chief Assistant Director of Law, Labor and Employment Section.

(142) IN WITNESS WHEREOF, the attached contract sets forth the terms and conditions of employment of employees in the bargaining unit of the Ohio Nurses Association, as agreed to by the City of Cleveland, the elected officials of the ONA, the Ohio Nurses Association, and ratified by the membership of the ONA.

FOR THE CITY:

  
\_\_\_\_\_  
Mayor Frank G. Jackson

FOR THE UNION:

  
\_\_\_\_\_  
Anne Mueller



Barbara A. Langhenry  
Barbara A. Langhenry  
Director, Department of Law

Nycole West 10/19/2020  
Nycole West, Director  
Department of Human Resources

Deandre Benson  
Deandre Benson, Assistant Director  
Department of Human Resources/  
Labor Relations Manager

Kathleen M. Koviak RN  
Kathleen Koviak, RN

The sum of \_\_\_\_\_  
\_\_\_\_\_ 0.00 Dollars  
required for this Contract was on  
November 23, 2020, and is at this  
date in the City Treasury or in process  
of collection, to the credit of  
\_\_\_\_\_ 01 001 Fund and  
not appropriated for any other purpose.

Thomas Curran  
Director of Finance

Commissioner of Accounts

Entered by Appropriation Clerk

## **APPENDIX A**

### **DRUG TESTING**

(143) Employees required to be randomly tested under law (e.g. Department of Transportation regulations require random testing of holders of Commercial Driver's Licenses (CDL), who are those that drive vehicles in excess of 26,000 pounds), and all employees in Safety Sensitive Positions shall be subject to random drug/alcohol testing. Random drug testing will not apply to public health nurses. Nursing classifications are not considered Safety Sensitive Positions. Such testing shall be conducted in accordance with the DOT procedures. The City shall direct an employee to a City designated physician or medical facility, during working hours and at City expense, for drug and alcohol testing when:

- (a) The employee exhibits such behaviors in the workplace to cause reasonable suspicion that he or she is using illegal drugs, abusing prescription drugs, or is under the influence of alcohol at work, and/or is under the influence of drugs or alcohol at work, then such employee will be directed to report to a City designated physician or medical clinic.

(144) Random and reasonable suspicion examinations, post accident examinations pursuant to the terms of this Appendix, and return to work examinations pursuant to the terms of this Appendix, are done to determine the presence of illegal drugs, abuse of prescribed 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 designees, shall approve all such

testing. This testing will include possible urine, blood, or Breathalyzer exams as determined by the appropriate medical personnel, and as set forth in the DOT regulations. An employee that refuses to submit to testing under these provisions shall be charged with insubordination (initially) and suspended pending further disciplinary action, up to and including termination. An employee who fails a drug or alcohol test for the second time during his/her employment with the City shall be discharged immediately by the City.

(145) An employee may be referred to fitness-for-duty drug/alcohol screening if at least one (1) supervisor has a reasonable suspicion that the employee is then (in the workplace) 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, if practicable, or within twenty four (24) hours after the referral. 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) When 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 (6) months immediately preceding the leave of absence or documented involvement with drugs off the job; or

- (c) Post accident: For an employee involved in any accident resulting in personal injury to that employee, or others, or one thousand dollars (\$1,000) or more of property damage; or
- (d) Return to Work: For an employee who returns to duty from a thirty (30) day or more disciplinary suspension, or upon reappointment to the Division; or
- (e) Return to Work After Substance Abuse Rehabilitation: For an employee prior to a return to duty after participation in a substance abuse rehabilitation program regardless of duration of the program, and following an employee's return under these circumstances wherein the employee shall be required to undergo three (3) urine tests within the one year period starting with the date of return to duty.

(146) An employee shall be entitled to have a Union representative present before testing is administered, if practicable under the DOT regulations. The City shall contact the Union representative to inform him that a member is referred for testing, the time of the referral, and the place for completing the testing.

(147) 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.

(148) The results of any drug or alcohol screening test will be kept strictly confidential, as appropriate under DOT regulations, state, or other federal statutes. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Copies of test results shall be given to the City and to the individual tested. Where urine, blood or other samples have been taken, the two (2) samples will be preserved for a reasonable period of time and tested employees will have the opportunity to take one of these samples to a reputable physician or laboratory of their choosing for retesting.

(149) The City encourages employees who may be drug or alcohol dependent to seek professional assistance through a reputable treatment program voluntarily. 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 negatively affects job performance, endangers fellow employees, the public, or otherwise adversely affects the employee's ability to perform his or her job duties.

(150) Participating in the EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges of substance abuse on the job will be given access to the drug or alcohol

screening results, the ability to test the blood, urine or other samples privately 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.

(151) 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. Employees shall be deemed to have failed an alcohol test if:

- (a) The person has a concentration of ten-four hundredths of one percent (.03) or more by weight of alcohol in his blood;
- (b) The person has a concentration of ten-four hundredths of one gram (.03) or more by weight of alcohol per two hundred ten liters of his breath;
- (c) The person has a concentration of fourteen-hundredths fifty seven thousandths (.04275) of one gram or more by weight of alcohol per one hundred milliliters of his urine.

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

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

## APPENDIX B

### City of Cleveland Injury Pay Program

City employees injured in the course of their employment where the injury or occupational disease is compensable under the Workers' Compensation Laws of the State of Ohio are eligible to participate in the City's Injury Leave Pay Program ("Program") as defined below.

#### Benefits to the Program

Injured employees are eligible to receive their regular pay and full benefits for up to sixty-calendar days (60) from the date of injury, in lieu of receiving compensation from the Bureau of Workers' Compensation (BWC). By receiving regular pay, employees will continue to contribute to retirement, deferred compensation, medical insurance, or any other type of payroll benefit that would normally be in effect for that employee.

In addition, this Program eliminates any lag time that may occur between the time of injury and the time that the injured worker is actually compensated for time off by BWC.

#### Participation

All City employees covered by a collective bargaining agreement with language establishing an Injury Pay Program are eligible to participate in this program.

Participation in the Program is the employee's option. The employee must decide whether to participate in the program at the time the injury is reported. As a condition of eligibility for the program, an employee must report a work related illness/injury to the appropriate managerial authority within twenty-four (24) hours that the injury/illness occurred.

#### Forms and Acknowledgement

If the employee chooses to participate in the Program, he/she must complete the *City of Cleveland Injury Leave Form* and forward it to his/her supervisor or payroll representative. This form acknowledges that employee has received, understands, and agrees to comply with the provisions of the Program.

The employee must complete the *Employee Report of Workplace Accident Form, EI-4/A.C. 28* and forward it to his/her supervisor. The supervisor must complete the *Supervisor's Report of Workplace Accident, EAC-3*.

Upon completion, each of these forms should be forwarded to Employee's

## Accident Control.

When the employee seeks medical treatment, he/she must complete the Bureau of Workers' Compensation's *First Report of Injury (FROI)* application. The Managed Care Organization will forward a copy of this to Employees' Accident Control.

### **Eligibility**

Employees' Accident Control reviews the injury information to determine whether to certify or reject the claim. If the claim is certified, the employee will be eligible to participate in the Program. If the claim is rejected, the employee will not be eligible to participate in the Program.

Only claims with an injury date on or after 1-1-2002 are eligible to participate in this Program. Employees with an injury date prior to 1-1-2002 are not eligible to participate in this Program, as it does not apply retroactively to claims with injury dates that pre-date 1-1-2002.

An employee may be eligible to participate in the Program more than once if multiple dates of injury are involved. For example, an employee suffers a broken arm and misses a total of thirty-eight (38) days. He returns to work and two weeks later sprains his back. The back sprain would be considered a new claim, and the employee would be entitled to all the benefits of the Program for the new claim.

### **Medical Treatment**

Employees who participate in this Program must select a Physician of Record (POR) from the panel of physicians selected by the City. A physician from this panel must prescribe all medical treatment for the work related injury. If an employee requires specialized treatment from a physician that is not listed on the panel, the Physician of Record will make a referral to a specialist.

Any employee who sustains a life-threatening injury may be treated at any medical treatment facility to which emergency medical personnel transport the employee. Employees are encouraged to use the City's preferred emergency care providers. However, once the employee's condition is stabilized, he/she must select a Physician of Record from the City's panel in order to participate in the Program.

An employee who requires non-life-threatening emergency medical treatment and wishes to participate in the Program may seek treatment at any BWC certified emergency facility. If the employee requires follow up treatment, he/she must select a Physician of Record from the City's panel to receive Program benefits.



Injured employees who choose to be evaluated by a physician that is not listed on the panel may do so. However, they will not be eligible for any benefits under this Program.

The treating physician must supply written documentation in order for the employee to receive paid injury leave. The preferred form is BWC's *Medco-14, Physician's Report of Work Ability*. The physician must supply either an actual or estimated return to work date. The employee will be placed in injury pay leave status until he/she returns to work.

Any employee who does not fully cooperate with the mandates of the Program and the treating physician's recommendations, including treatment, medication, therapy, vocational rehabilitation and/or transitional work assignment will be dropped from the program immediately and will forfeit any future claim to Program benefits.

### **Participating Physicians and Medical Facilities**

The City has carefully selected a panel of medical providers to ensure quality care of our injured employees. All of the treatment facilities and physicians on the panel are BWC certified and highly credentialed. In addition, the panel provided lists a variety of medical facilities and physicians that are geographically convenient for our employees to utilize.

The Director of Personnel, Employees' Accident Control Manager, Risk Manager, and Law Department designee will approve the medical providers listed on the panel.

The panel of participating medical providers will be updated as needed to allow the addition or deletion of participating medical facilities and physicians.

### **Exhaustion of Program Benefits**

If the employee is unable to return to work upon expiration of the paid injury leave granted, the employee may elect, in writing, to use accumulated sick leave or he/she may elect to seek payment under applicable provisions of the Workers' Compensation Act. The employee is responsible for completing and filing any and all forms that may be required by BWC.

If an employee exhausts the sixty-day (60) allotment and is receiving lost time benefits through the BWC, the employee will be placed in an unpaid medical leave status.

### **Intermittent Injury Leave**

An employee may be eligible to participate in the Program and be paid Injury Leave intermittently. For example, an employee is injured and misses ten (10) days from work. He returns to work and after two (2) days finds he cannot perform job tasks. The employee would remain eligible to participate in the Program if the Physician of Record supplies appropriate medical documentation that the employee is disabled from employment. The two (2) days that the employee returned to work would not be counted in the sixty-day (60) calculation.

### **Overtime**

Employees who participate in the Program will not be eligible to collect overtime pay. Employees will only be paid for their regularly scheduled hours during their period of disability, regardless of whether overtime has been offered in their Department.

### **Disallowed Claims**

If an employee is granted Injury Pay and the claim is later disallowed by BWC, the Injury Pay must be credited. The employee can elect to use sick, vacation, personal, or comp time to cover the period of time that he/she was paid. If the employee does not have enough sick or vacation time to cover this period, payment will be absorbed out of future earnings.

### **Opting out of the Program**

If an employee initially chooses not to participate in the Program, he/she cannot opt back into the program. The decision to participate must be made at the time of the initial injury. The employee may decide to opt out of the Program at any time.

If an employee decides to opt out of the Program, the employee may elect, in writing, to use accumulated sick leave or he/she may elect to seek payment under applicable provisions of the Workers' Compensation Act. Again, the employee is responsible for completing and filing any and all forms that may be required by BWC. If the employee seeks payment from BWC, he/she should be placed in an unpaid medical leave status. The attendance record does not need to be changed if the employee opts out of the Program.

### **Family Medical Leave Act (FMLA)**

Employees off due to work-related injury will be considered to be using FMLA while they are participating in the Program, the same as they would if they were receiving Workers' Compensation benefits.

## **Return to Work/Transitional Work**

The Program physician will determine when the employee may return to work full duty or if transitional work is appropriate.

Transitional work assignments will be identified where applicable and the Physician of Record has released the employee to participate in modified work duties within his/her restrictions. A comprehensive Transitional Work policy has been developed and approved which addresses all of the rules and guidelines pertaining to overtime and working outside an employee's normal classification. Any Division in need of a job analysis for Transitional Work can obtain this information working with Employees' Accident Control and/or VocRehab1.

Refusal to participate in Transitional Work will result in forfeiture of benefits under the Program.

## **Secondary Duty**

All employees who participate in the program are prohibited from any type of secondary duty employment.

## **False or Fraudulent Claims**

In the event that the City finds that an employee who has received or is receiving paid injury leave has filed a false or misleading claim, has worked in violation of his/her medical restrictions, or is working in violation of his/her medical restrictions, the City reserves the following rights:

- a. The right to discharge or otherwise discipline the employee;
- b. The right to recoup the full worth of all wage and/or benefit payments rendered to the employee; and
- c. Where lawful, the right to seek civil damages from or criminal prosecution of the employee.

## **Program Modifications**

The City reserves the right to modify the program. The Program will not be modified without prior discussion with the Union.

**HEALTH CARE ADDENDUM A**  
**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 benefit period): 100% not subject to deductible

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

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

Routine PSA Test: 100% not subject to deductible

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

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

## II. PRESCRIPTION DRUG

a. Co-Pays:

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

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

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

## HEALTH CARE ADDENDUM B

### HIGH DEDUCTIBLE PLAN

		<u>In-Network</u>
a.	Annual Deductible:	\$2,000 single \$4,000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$4,000 single \$8,000 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 (Co-pay waived if admitted)
		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 age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an \$85 maximum per benefit period):	100% not subject to deductible
	Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible

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

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

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

## **PROFESSIONAL CODE FOR NURSES**

1. Nurses provide services with respect for the dignity of man, unrestricted by considerations of nationality, race, creed, color, or status.
2. Nurses safeguard the individual's right to privacy by judiciously protecting information of a confidential nature, sharing only that information relevant to his care.
3. Nurses maintain individual competence in nursing practice, recognizing and accepting responsibility for individual actions and judgments.
4. Nurses act to safeguard the patient when his care and safety are affected by incompetent, unethical, or illegal conduct of any person.
5. Nurses use individual competence as a criterion in accepting responsibilities and assigning nursing activities to others.
6. The nurse participates in research activities when assured that the rights of individual subjects are protected.
7. Nurses participate in the efforts of the profession to define and upgrade standards of nursing practice and education.
8. Nurses, acting through the professional organization, participate in establishing and maintaining conditions of employment conducive to high quality nursing care.
9. Nurses work with members of health professions and other citizens in promoting efforts to meet health needs of the public.
10. Nurses refuse to endorse, advertise, or promote sales for commercial products, services, or enterprises.



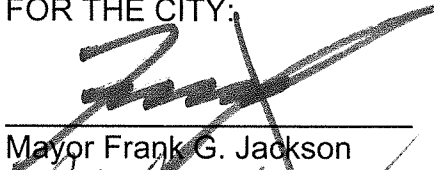
**SIDE LETTER OF AGREEMENT**

\_\_\_\_\_ In 2018, the U.S. Supreme Court’s decision in *Janus v. AFSCME*, No. 16-1466, 585 U.S. \_\_\_\_ (2018) (“*Janus*”) rendered the fair share fee terms in the collective bargaining agreement between the City of Cleveland (“City”) and the Ohio Nurses Association (“ONA”) unenforceable. If, during the term of the parties’ 2019-2022 collective bargaining agreement, the applicable law changes such that all of the fair share terms in effect in the parties’ collective bargaining agreement prior to *Janus* are lawful, the parties agree to reinstate those terms on a mutually agreed-upon date.

If there is a change in the applicable law during the term of the 2019-2022 collective bargaining agreement, but either party believes that such changes does not allow reinstatement of the prior terms, the parties will meet to discuss whether the 2019-2022 collective bargaining agreement can lawfully include fair share fee terms and attempt to negotiate legally enforceable terms. This provision does not constitute a reopener of the 2019-2022 collective bargaining agreement and does not affect, amend, or revise any of the 2019-2022 collective bargaining agreement’s other terms or duration. Discussion or negotiations in which the parties may engage pursuant to this provision are not subject to the dispute resolution provisions of Ohio Revised Code Chapter 4117.

SO AGREED, THIS 14<sup>th</sup> DAY OF OCTOBER, 2020:

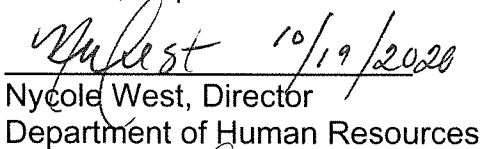
FOR THE CITY:

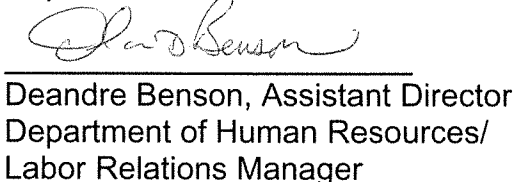


Mayor Frank G. Jackson



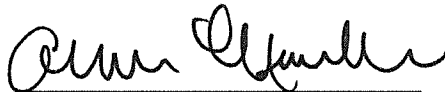
Barbara A. Langhenry  
Director, Department of Law

 10/19/2020  
Nycole West, Director  
Department of Human Resources

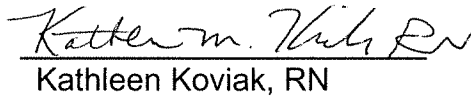


Deandre Benson, Assistant Director  
Department of Human Resources/  
Labor Relations Manager

FOR THE UNION:



Anne Mueller



Kathleen Koviak, RN

