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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE CITY OF CLEVELAND**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA,**  
**LOCAL 4340, AFL-CIO**  
**EMT SUPERVISORS (CAPTAINS)**  
**EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2016**

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**ARTICLE I  
PURPOSE**

This Contract sets forth a basic understanding of the present policy of the City of Cleveland regarding the employment of the employees who are members of the Communications Workers of America, Local 4340, AFL-CIO, for the purpose of assuring that the operation and services of the City of Cleveland will be conducted efficiently and effectively.

This Contract is a statement of policy made between the City of Cleveland (hereinafter referred to as the "City") and the Communications Workers of America, Local 4340, AFL-CIO (hereinafter referred to as the "Union"). The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this Contract is to provide a fair and reasonable method of enabling employees covered by this Contract to participate, through Union representation, in the establishment of the policy of their employment and to establish a peaceful procedure for the resolution of all differences between the parties, subject to the laws of the United States, the State of Ohio, the City of Cleveland, and all applicable governmental administrative rules and regulations which have the effect of law.

**ARTICLE II  
RECOGNITION**

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

The Union's exclusive bargaining unit shall include all full time employees with the job title of EMT Supervisors (Captains) who have completed their probationary period. However,

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

### ARTICLE III MANAGEMENT RIGHTS

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

- A. Determine matters of inherent managerial policy which include but are not limited to, areas of discretion or policy such as the functions and programs of the City, standard of services, its overall budget, utilization of technology and organizational structure.
- B. Direct, supervise and evaluate or hire employees and to determine when and under what circumstances a vacancy exists;
- C. Maintain and improve the efficiency and effectiveness of the City operations.
- D. Determine the overall methods, process, means, or personnel by which City operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the City.
- H. Manage the work force.
- I. Require employees to use or refrain from using specified uniforms or other tools of duty;
- J. Privatize or subcontract services; and,
- K. Take actions to carry out and implement the mission of the public employer as a governmental unit. The City reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Contract.

Notwithstanding §4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subjects — including, but not limited to, those enumerated above — reserved to

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

**ARTICLE IV  
NO-STRIKE**

The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike. For the purpose of this section, "Strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms, and conditions of employment for the duration of this Contract or any extension thereof.

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

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

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

**ARTICLE V  
UNION SECURITY**

If at any time during the term of this contract it is determined that at least 85% of the eligible employees in the bargaining unit of the Union are members of the Union, the City agrees that all employees in the Union's bargaining unit shall therefore be either members of the Union or be required to pay a fair share fee to the Union as a condition of continued employment in accordance with the terms of O.R.C. 4117.09(C). As provided by that statute, such fair share fee requirement shall not be effective until at least sixty (60) days following the beginning of employment or completion of the probationary period, whichever is less.

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

**ARTICLE VI  
UNION VISITATION**

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

**ARTICLE VII  
NON-DISCRIMINATION**

The City and the Union hereby state their commitments, legal and moral, not to discriminate in any manner relating to employment or representation on the basis of race, color,

creed, national origin, sex, disability, handicap, age, genetic history, sexual orientation, union membership, Vietnam veteran era or other military status or any other legally protected class.

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

### **ARTICLE VIII BULLETIN BOARDS**

The City shall provide the Union with a bulletin board at mutually selected locations'.

Provided that,

- A. No notice or other writing may contain anything political or critical of the City or any City official or any other institution or any employee or other person;
- B. All notices or other materials posted on the bulletin board must be signed by the President or chapter officer or steward of the Union or a representative of the Union and shall be solely for union business;
- C. Upon request from the appropriate Commissioner, the Union will immediately remove any notice or other writing that the City believes violates this Paragraph, but the Union shall have the right to grieve such action through the Grievance Procedure.

### **ARTICLE IX LEAVES OF ABSENCE**

#### **A. General Leave**

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

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

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

**B. Medical Leaves of Absence**

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

**C. Funeral Leave**

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

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

**D. Jury Duty**

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

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

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

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

**E. Military Leave**

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

**F. Union Leave**

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

convention or perform any other function on behalf of the Union necessitating a suspension of active employment as follows:

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

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

The City shall grant the Union twelve (12) days per calendar year, with pay, for the Representative of the Union to take care of Union business as operational needs permit. The Union shall decide how the time is spent, and shall notify the City at least five (5) days in advance.

#### **G. Educational Leave**

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

#### **H. Meritorious Leave**

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

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

## **I. Sick Leave With Pay**

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

1. Paid sick leave shall be granted only for pregnancy leave, actual sickness or injury, confinement by reason of a contagious sickness, or visit to a doctor or dentist for medical care of the employee or his immediate family, and pregnancy (including post-partum periods).
2. Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed his initial probationary period with the City.
3. No paid sick leave shall be granted unless the division authority designated by the City is notified of the sickness no later than one (1) hour preceding the scheduled starting time on the first day of the absence on account of sickness. Absences not reported as stated above may be excused by his employer if the appointing authority or his designee determine that there were unusual circumstances which were beyond the employee's control. An employee is required to call in on each day off or notify the City of the duration of his absence.
4. A certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who has been so notified in writing that he has demonstrated a patterned abuse over the preceding months or after any illness requiring hospitalization. The certification must include: re-employment date, work capable of being performed, all restrictions. An employee will be required to submit a doctor's certificate for any absence of three (3) or more days, if so notified by supervision.

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

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

6. Once each year, the City will distribute to all regular full-time employees an annual statement fully advising the employee of his paid sick leave status.
7. In the event an EMT is found to have contracted an active infectious disease in the course or scope of his or her employment, the City will bear the cost of medical treatment for the EMT and members of the EMT's immediate family found to have contracted said disease. The City shall grant medical leave to such an EMT under the provisions of Hazardous Duty Injury. As used in this section, immediate family refers to the spouse and children of an EMT, only. The Safety Director and Safety Medical Bureau shall determine what constitutes an active infectious disease for purposes of this section.

**J. Maternity Leave**

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

**K. Sick Leave Without Pay**

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

post-partum recovery periods), as circumstances allow. An absence of three (3) or more consecutive shifts requires a doctor's certification in order for the employee to return to work.

**L. Administrative Leave**

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

**M. Secondary Employment**

Employees shall not engage in secondary employment unless otherwise approved by management.

**N. AWOL**

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

**O. NO-FAULT ATTENDANCE**

The City reserves the right to implement a no-fault attendance policy. The City will notify the Union prior to implementing such a policy and will negotiate with the Union regarding the policy wherein the City may implement a policy if an impasse is reached in those negotiations. The Union reserves the right to file a grievance regarding the reasonableness of a newly-implemented policy.

**ARTICLE X  
LAY-OFFS**

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

- A. Part-Time
- B. Temporary Employees
- C. Certified Employees

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

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

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

Employees designated for layoff shall have the ability to fill vacant positions in the job classification of EMT, provided no current civil service-eligibility list exists for the EMT classification.

**ARTICLE XI  
SENIORITY/PROBATIONARY PERIOD**

Job classification seniority is defined as an employee's length of service while holding the same classification regardless of whether his Civil Service status is that of a Temporary Appointment or Legal. The employee shall receive credit for all time spent on the City's payroll in that classification. Job classification seniority would be used to determine shift and work week bids.

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.

In the event any bargaining unit members have the same seniority date, the employees affected will be ranked by listing them in order using the last four digits of their social security number. The lower four digit numbers will have greater seniority and the higher four digit numbers will have lesser seniority.

City employment seniority shall be terminated when an employee:

- A. Resigns.
- B. Is discharged.
- C. Is laid-off for more than 24 consecutive months.
- D. Fails to report for work within ten (10) consecutive working days from the date on which the City sends the employee notice by certified mail that he has been recalled from layoff.

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

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

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

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

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

New employees shall otherwise be on probation in accordance with the rules and regulations of Civil Service. If an employee is discharged or quits and is later rehired, he shall be considered a new employee.

## **ARTICLE XII JOB EVALUATION AND CLASSIFICATION**

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

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

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

### **ARTICLE XIII PROMOTIONS**

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

### **ARTICLE XIV SHIFT ASSIGNMENTS**

Prior to implementation of the shift selections (January 1), the Commissioner may transfer up to four (4) employees to an alternate shift and/or key.

Three shifts shall be established for operation of the system. They shall be as follows: 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; and 11:00 p.m. to 7:00 a.m. Provided, however, that the City reserves the right to change the foregoing shift hours as operational needs dictate. It is the general policy of the City that shifts shall be rotated every three months for each employee. It is also the general policy of the City to rotate shifts from days to nights to afternoon shifts. The rotation and shift schedule shall be posted quarterly.

The City will maintain an overtime distribution policy aimed at providing equal distribution of available overtime, recognizing that supervisory personnel may be assigned overtime where after reasonable efforts or under extenuating circumstances, such overtime cannot be assigned to bargaining unit employees.

The City will staff all employees (except Coordinators) on twelve (12) hour shifts through the expiration of this Collective Bargaining Agreement (March 31, 2016), except as provided below. If the City desires to convert the schedules of the employees back to eight (8) hour shifts, it must commence negotiations with the Union over the decision and the effects of

that decision no less than thirty (30) days prior to implementation. Upon expiration of this thirty (30) day period (but no sooner than March 31, 2016), the City may convert the schedules of any of its employees to eight (8) hour shifts.

The City may assign employees to four (4) ten-hour shifts with thirty (30) days advance notice. Employees moved from twelve-hour to ten-hour schedules will receive an additional five percent (5%) of their base salary while assigned to a ten-hour shift.

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

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

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

2. Holidays. Employees shall receive their two floating holidays on a day-for-day basis (i.e., each floating holiday will consist of twelve hours). In addition, if the employee works on any of the other nine holidays, the employee will receive twelve hours per pay at the overtime rate. In addition, all employees, whether they work the holidays or not, shall receive twelve hours of compensatory time for each holiday.
3. Vacations. Vacations will be pro-rated on an hour for hour basis and partial vacation days may be combined with compensatory time to add up to entire days. For example, one week of vacation will equal 40 hours, or 3 and 1/3 days. The employee may add eight hours of compensatory time to the partial day for a total of four vacation days.
4. Overtime.
  - a. Every pay period in which an employee works a forty-eight/thirty-six hour schedule including paid union leave, the employee will earn and be paid two additional hours of pay (at straight time) and will accumulate six hours to be applied toward a star day.

- b. Every pay period in which an employee is scheduled a star day (36/36), the employee will not be paid the additional two hours.
  - c. The City will attempt to schedule the star day either every third or fourth pay period. If the star day is not scheduled until the fourth pay period, the employee will have earned an additional six hours toward the next star day.
  - d. If the City is unable to schedule the star day by the end of the fourth pay period, the employee at his or her option, may either bank the accumulated time earned or be compensated in cash (i.e., 24 hours at straight time).
  - e. Unless the affected employee advises the payroll officer of how he or she wishes to be compensated within five business days prior to the end of the next pay period, the City will maintain discretion on how the employee will be compensated.
  - f. Any cash payments owed will be paid on the succeeding pay period following the employee's request or the City's discretionary judgment.
5. Sick Leave. Employees will continue to earn sick leave at the same rate, i.e. 120 hours per year.
  6. Sick Leave Abuse Policy. See Appendix.
  7. Hazardous Duty Injury. Hazardous Duty Injury will be pro-rated. The 120 day benefits shall be provided for 80 twelve-hour days and the 60 day extension benefits shall be provided for 40 twelve-hour days.
  8. Union Leave. Union time shall be granted on a day-for-day basis.
  9. Other Leave Provisions. Jury Duty Leave, Educational Leave and Administrative Leave are not affected.
  10. Disciplinary Suspensions Without Pay. Disciplinary suspensions without pay will be pro-rated on an hour for hour basis, and partial days may be combined with compensatory time or accumulated time to add up to entire days. For example, an employee who is suspended for one day will be suspended for eight hours, and may add four hours of compensatory time to the partial suspension day, for a total of one twelve-hour day. An employee suspended for three days will be suspended for the equivalent of 24 hours, or two twelve-hour days.

**ARTICLE XV  
DOCKING**

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

**ARTICLE XVI  
WORKING HOURS**

All regular full-time salaried employees shall be on a compensation basis of two thousand eighty (2,080) hours per year. The City will provide employees in the RED Center with a thirty (30) minute lunch break and two (2) fifteen (15) minute breaks during their shift, at times selected by the City. Where an employee has not received a thirty (30) minute lunch break or their fifteen (15) minute breaks, they shall receive straight-time pay for the time not received.

**ARTICLE XVII  
HOLIDAYS**

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

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

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

Employees are entitled to two (2) floating holidays in each calendar year. Floating holidays will be granted contingent upon operational needs and a request by the employee being submitted for consideration at least five (5) days prior to the date being requested. If the operating needs of the Department cannot be met because there are too many requests for a specific day, or for any other reason, the requests will be considered and approved in accordance with seniority guidelines. New hires cannot use floating holidays during their probationary period.

To be entitled to holiday pay, an employee must work on or be on paid benefit time other than sick leave (i.e., vacation, personal holiday, or compensatory time) for his or her full shift scheduled immediately prior to and immediately after the holiday, and work the holiday if scheduled on that day.

**ARTICLE XVIII  
VACATIONS**

All vacations shall be allotted evenly throughout the year on the basis of seniority. Applications for vacations shall be made to the Commissioner's Office by November 1, preceding each calendar year. Notice of approved vacations shall be given to each employee by January 1st of the calendar year. All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of City service as of December 31 of the previous year as follows:

<u>Years of Service</u>	<u>Vacation</u>
After 1 year	10 eight hour days, or 6 twelve hour days plus 4 additional hours
After 8 years	15 eight hour days, or 10 twelve hour days
After 12 years	20 eight hour days, or 13 twelve hour days plus 8 additional hours
After 22 years	25 eight hour days, or 16 twelve hour days plus 4 additional hours

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

- A. Any employee who has completed less than one (1) year of continuous employment by December 31st of the previous year shall receive one work day (eight (8) hours) off for each month worked prior to December 31st of the previous year, but not to exceed ten (10) days (eighty (80) hours). New

employees whose starting date is prior to the 16th of the month shall be credited with one (1) day (eight (8) hours) of vacation for that month.

- B. For vacation purposes, an employee's continuous employment is defined as the period of time during which he is continuously listed as an employee on the rolls of the City, including authorized paid leaves of absence.
- C. If an employee is discharged for cause or quits, and is re-employed at a later date, his length of continuous employment will be computed from the date of his re-employment.
- D. An employee who is laid off and later re-employed shall be given credit for his service before the lay-off, but no credit will be given for that period of time during which the employee did not work.
- E. Time in authorized leave of absence shall be deducted for purposes of computing the amount of employment.
- F. An employee transferred from one division to another shall be given credit for his service elsewhere with the City, providing such employment has been continuous.
- G. An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year, shall earn vacation leave at the rate for which he is eligible based on length of service, as follows: 1 day (eight (8) hours) per month, not to exceed ten (10) days (eighty (80) hours); Eight years, but less than Twelve (12) years' service — 1-1/2 days (twelve (12) hours) per month, not to exceed fifteen (120 hours) days; Twelve years, but less than twenty-two (22) years' service — 2 days (16 hours) per month, not to exceed twenty days (160 hours); twenty-two (22) years of service or more — 2-1/2 days (twenty (20) hours) per month not to exceed 25 days (200 hours).
- H. An employee may use any vacation leave earned prior to December 31st of the preceding year. Vacation leave being earned currently in any calendar year may not be used until after December 31st of that year.
- I. Vacation shall be taken during each current year, provided that the City may permit an employee to accumulate and carry over his vacation leave to the following year and must be taken during that period of time.
- J. If an employee is laid off or terminated prior to taking his vacation earned but not used for the previous year, he shall be paid in full for that vacation time, in addition to receiving pro-rata vacation earned during the current year in which he terminates.

- K. The estate of a deceased employee shall receive payment for any unused vacation leave, including pro-rata vacation earned during the current year, for which the employee was eligible at the time of death.
- L. Any employee eligible for vacation under existing rules, who enlists or is induced into the armed forces, shall at the time of leaving for military service be paid in full for all accrued vacation time (earned but not previously taken).
- M. A returning serviceman may be entitled to his vacation in the calendar year following the year of his return on the same basis as if he had been on the City payroll during the full preceding calendar year, providing he returns to duty within six (6) months of discharge from military service.
- N. Probationary employees are prohibited from utilizing vacation time.

If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or at the end of his vacation, at his option).

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

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

**ARTICLE XIX  
PERSONNEL RECORDS**

An employee shall, upon request, be permitted to review his personnel record file (Divisional file and Personnel Department file), in the presence of proper supervision. For the purpose of this Agreement, only copies of letters of reprimand and commendation, disciplinary

actions, suspensions, probationary reports and employee ratings shall be made available to the employee, at the time of issuance and/or upon request by the employee. Reprimands and disciplinary suspensions occurring more than two (2) years prior to any present incidents shall not be used as a basis for determining discipline. The City shall notify the employee of any documents placed in his personnel file that will be used for purposes of discipline.

**ARTICLE XX  
RATINGS AND PROBATIONARY REPORTS**

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

**ARTICLE XXI  
LABOR/MANAGEMENT COMMITTEE**

The purpose of this committee shall be to discuss and make recommendations for improvements in operations of the system. The committee shall consist of one member chosen by the Commissioner of EMS and one member chosen by the Union. The Commissioner of EMS or his designee shall chair the meetings. The committee shall be convened no less than once each quarter. The Union's designee shall not suffer a loss in compensation for meetings held during his/her regularly scheduled hours of work.

**ARTICLE XXII  
OVERTIME - PREMIUM PAY**

All employees who work overtime shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week.

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

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

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

There shall be no pyramiding of overtime or other premium pay compensation, and overtime pay shall be computed on whatever total overtime hours are the greater for the week, either on a daily or a weekly basis, but not on both.

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

### **ARTICLE XXIII PAY DAY**

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

- Employees may elect to be paid either by direct deposit or payroll debit card (if available) or hand delivery (being issued the paycheck at the work site) during their work shift, or by direct mail.
- Employees who receive a paycheck by hand delivery, who are not scheduled to work on the date of the issuance of the paycheck, will make arrangements through the Supervisor and/or Timekeeper to properly receive their paycheck.
- City time is not to be used for cashing a paycheck.
- The City will process any pay error in the next regular pay period.
- Employees who fail to pay moving violation fines and/or parking tickets/fines received on City vehicles, after ratification of this Agreement, will authorize the City to deduct the amount of the fines from their pay once the administrative appeal process, if applicable, has been exhausted.

## **ARTICLE XXIV DISCIPLINE**

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

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

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

exception of those employees on administrative suspension pending the outcome of an investigation.

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

**Administrative Suspensions.**

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

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

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

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

**Pre-disciplinary Hearings.**

Off duty employees called in for a pre-disciplinary hearing regarding absenteeism will be provided one hour of compensation (at time and one-half) where information already in the City's possession eliminated the need for the pre-disciplinary hearing.

**ARTICLE XXV  
GRIEVANCE PROCEDURE**

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

**Step 1:** A grievance shall be reduced to writing and presented to the Commissioner, or his designee, within fourteen (14) calendar days after the event giving rise to said grievance. The Commissioner, or his designee, shall meet with the union steward and/or local union officer within fourteen (14) calendar days from receipt of the

grievance in an effort to resolve said grievance and shall render an answer in writing within fourteen (14) calendar days of the meeting. The answer shall set forth in detail whether the grievance is sustained, denied or settled and the reasons thereof.

Step 2: If a grievance is not satisfactorily settled at Step 1, the Union may appeal the grievance to the Safety Director or her designee within fourteen (14) calendar days of the Step 1 answer. The Safety Director or her designee shall meet with the union steward and/or local union officer within seven (7) calendar days from receipt of the Step 2 grievance in an effort to resolve said grievance and shall render an answer in writing within fourteen (14) calendar days of the Step 2 meeting. The answer shall set forth in detail whether the grievance is sustained, denied or settled and the reasons thereof.

Step 3: If a grievance is not satisfactorily settled at Step 2, the Union may appeal the grievance to the City's Labor Relations Representative within fourteen (14) calendar days of the Step 2 answer. Any grievance referred to Step 3 shall include the lower level history thereto. The City's Labor Relations Representation shall meet with the union steward and/or local union officer within fourteen (14) calendar days from receipt of the Step 3 grievance in an effort to resolve said grievance and shall render an answer in writing within fourteen (14) calendar days of the meeting. The answer shall set forth in detail whether the grievance has been sustained, denied or settled and the reasons thereof. All grievances involving the payment of wages may be filed at Step 3.

Step 4: If a grievance is not satisfactorily settled at Step 3, the Union may appeal the grievance to arbitration. Such submission shall be in writing within thirty (30) calendar days of the Step 3 answer to the Department of Law (c/o the Chief Assistant Director of Law for the Public Safety Section).

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

**Section 3.** After a grievance has been submitted to arbitration, the parties may attempt to select an arbitrator or may request a list of arbitrators from the American Arbitration

Association. Once a list is requested, the parties shall alternatively strike names until an arbitrator has been selected. Either side may reject the list of arbitrators and request a subsequent list be submitted.

The losing party at arbitration shall be responsible for the fees of the arbitrator. The grievant, Union representatives, and any necessary witnesses will not lose regular straight time pay spent at arbitration proceedings, provided the Union notifies the city of the names of the individuals whom they are requesting to be present at least 72 hours prior to the hearing. In instances where either party contests arbitrability, the question of arbitrability will be placed in front of an arbitrator and the same arbitrator will also hear the case on the merits.

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

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

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

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

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

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

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

The Union or a grievant may request that the grievant be present at a Step 2 and/or Step 3 hearing. A request by the Union or a grievant that the grievant be present shall be made in the grievance appeal letter or not later than seven (7) days before the date scheduled for hearing.

In the event that the Union or the grievant have requested the grievant's presence, the Respondent and the Union and/or the grievant will cooperate in scheduling the hearing on a day when the grievant is off-duty.

Whenever the Union or a grievant request the grievant's presence at a Step 2 and/or Step 3 hearing, the grievant shall attend the hearing on the grievant's own time and not be paid by the Respondent for the time spent in attendance.

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

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

**ARTICLE XXVI  
HEALTH COVERAGE**

**Hospitalization/Surgical.**

The City agrees to provide single or family coverage, whichever is applicable, for each eligible member enrolled in any of the health coverage plans for the term of the Labor Contract under the terms and conditions set forth in this Article. Employees shall maintain their current level of benefits through December 31, 2015 and then will be provided benefits in accordance with Addendum A (summary description of benefits effective January 1, 2016). There shall be no duplicate coverage if both spouses are on the City's payroll. There shall be no reduction in benefit levels afforded by said plans unless by mutual agreements of the City and the Union, except as otherwise set forth in this article.

All members shall contribute the currently-defined contribution amounts on any hospitalization/medical plans offered by the City through December 31, 2015. Effective January 1, 2016, members shall contribute a percentage for such plans based on the City's costs or fully-insured equivalent cost of hospitalization, prescription drug, dental and vision coverage to be deducted from the member's wages as follows:

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

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

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

For all mental, nervous, and substance abuse treatment, in-patient and out-patient coverage shall be that set forth as part of the health care insurance plan selected by the employee.

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

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

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

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

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

The screening shall also require a blood sample to measure:

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

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

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

**Life Insurance.**

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

**Dental Insurance.**

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

**Vision Insurance.**

The City shall continue to provide all members with a vision insurance plan.

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

**ARTICLE XXVII  
HAZARDOUS DUTY INJURY**

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

- A. "Hazardous Duty Injury" is defined as an injury suffered on duty which is not caused by a failure to perform in the correct and standard manner and which meets one of the following conditions:
  - 1. An injury suffered as a result of an assault, unless it is determined through disciplinary procedures that the employee provoked the assault.
  - 2. An injury occurring while an EMS vehicle was responding with lights and siren to an emergency call, or transporting a patient with lights and siren, and the Director of Public Safety has determined the operator(s) were not at fault. Negligence of the operator shall not preclude hazardous duty coverage to an EMT other than the driver.
  - 3. Any fracture, serious abrasion, or visible contusion suffered as a result of aiding a patient and which is determined to be of a serious and debilitating nature by the Safety Director and the City's Medical Bureau.
  - 4. Any injury not covered by paragraphs one (1) through three (3) which has been jointly determined a "Hazardous Duty Injury" by the Safety Director and the City's Medical Bureau.
- B. An employee must petition the Safety Director within seven (7) working days of the incident for determination as to whether said employee qualifies for hazardous duty injury eligibility. If the employee meets the criteria, he shall immediately be placed on this injury status. If the employee fails to notify the Director within this seven (7) day period, he shall have waived all consideration under this section.
- C. An employee on this injury status is prohibited from engaging in any other employment during any period of time that he/she is receiving hazardous duty injury pay from either the City or wages from Ohio's Workers' Compensation.
- D. Salary payments of the City to hazardous duty injury employees shall be reduced by any wages received under Workers' Compensation.

- E. The City may require periodic examinations to determine the continued extent of incapacity and when an employee may be returned to normal duty. While both the City and the Union acknowledge that there are no permanent restricted duty assignments available, the Safety Department may, at its option, designate certain assignments as temporary restricted duty assignments from time to time to which an eligible employee may be assigned. The assignment of said employees is the sole responsibility of the employer based upon the medical bureau's examination results, and the availability of an assignment, provided no assignment shall exceed thirty (30) working days.
- F. An employee shall lose no benefits while in this status, however, he shall not accrue additional sick time nor be credited for any holiday occurring during this period of time.
- G. An employee may receive hazardous duty injury benefits for a total of one hundred twenty (120) days per incident, and may be extended, as deemed necessary by the Safety Director, for additional periods of sixty (60) working days, but not to exceed three hundred (300) working days.
- H. While on Hazardous duty, employees will not be relieved from their obligation to maintain monthly certification, unless otherwise unable to do so due to the injury.
- I. The hazardous duty injury status of the employee may be rescinded if he/she fails to demonstrate compliance with prescribed rehabilitation regimes.
- J. The employee is required, while on hazardous duty injury, to attend court appearance, pre-disciplinary hearings, etc., and not be compensated at an overtime rate of pay.

**ARTICLE XXVIII  
COMPENSATION**

Retroactive to April 1, 2013, employees shall receive a one percent (1.0%) increase to each step of their salary schedule.

Retroactive to April 1, 2014, employees shall receive a two percent (2.0%) increase to each step of their salary schedule.

Retroactive to April 1, 2015, employees shall receive a two percent (2.0%) increase to each step of their salary schedule.

SALARY SCHEDULES	APRIL 2013 1.0%	APRIL 2014 2.0%	APRIL 2015 2.0%
Start	\$53,824.00	\$54,900.48	\$55,998.49
After 1 year	\$54,363.06	\$55,450.32	\$56,559.32
After 2 years	\$55,018.58	\$56,118.95	\$57,241.33
After 3 years	\$55,763.52	\$56,878.79	\$58,016.36
After 4 years	\$57,023.97	\$58,164.45	\$59,327.74

Employees shall move from their current step to the next step on the anniversary date of their promotion, and then move up the schedule on each successive anniversary date.

Employees promoted into the title of EMT Supervisor (Captain) following ratification of this Agreement shall start at the START rate and progress up the steps on the anniversary dates of their promotion.

Wage increases shall be effective (a) during the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the first week of a pay period; or (b) during the pay period following the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the second week of the pay period.

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

**ARTICLE XXIX  
ADVANCED LIFE SUPPORT**

As used in this article, Advanced Life Support is defined as those procedures, techniques and skills performed by employees designated to perform paramedic duties or oversee, observe, approve, educate and remediate Advanced Life Support protocols and procedures as detailed in the Department of Public Safety Pre-Hospital Patient Care Protocols or by the Commissioner of EMS.

Determination of the selection process, including minimum qualifications, training and testing requirements shall be made at the sole discretion of the Commissioner of EMS in

consultation with the Public Safety Pre-Hospital Medical Director and the Public Safety Physicians Advisory Board. The Union recognizes the personnel assigned to EMT-Supervisor shall be determined at the sole discretion of the Commissioner of EMS from a list of those EMTs who have successfully completed the required training and passed the qualifying civil service and functioning examination.

All EMT-Supervisors (Captains) must achieve and maintain State of Ohio paramedic certification and City of Cleveland paramedic functioning status during their tenure in the position. In the event an employee does not maintain State of Ohio paramedic certification they will be immediately removed from the position and shall be either terminated or demoted to the position of EMT. In the event an employee does not maintain paramedic functioning status, they will be afforded three (3) opportunities to successfully complete the examination within 120 days from the first attempt. If the employee has not successfully completed the examination they shall be either terminated or demoted to the position of EMT.

In the event an employee is demoted to the position of EMT, they must successfully complete the EMT functioning examination within five (5) days of being demoted. In the event of an unforeseen circumstance, an employee may petition the Commissioner of EMS for additional time to successfully complete the EMT functioning examination. The Commissioner of EMS maintains sole discretion on approval of such request.

All EMT-Supervisors (Captains) must attend all educational in-service and recertification training as required by the Commissioner of EMS. Employees will be compensated for all in-service training. Recertification training will be conducted on City time.

Discipline arising out of Advanced Life Support related incidents shall be governed by standards established by the Commissioner of EMS.

**ARTICLE XXX  
TRANSITIONAL WORK**

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

**ARTICLE XXXI  
LEGALITY**

It is the intent of the City and the Union that this contract comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law and judicial opinions, and if it is determined by proper authority that any provision of this Contract is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Contract. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful alternative provision.

**ARTICLE XXXII  
UNIFORM ALLOWANCE**

Beginning in 2015, all regular full-time employees shall receive an annual maintenance allowance of Two Hundred Dollars (\$200.00), payable on March 1 and an annual uniform allowance of Four Hundred and Fifty Dollars (\$450.00), payable on June 1, of each year.

**ARTICLE XXXIII  
NOTIFICATION OF RULES, REGULATIONS AND ORDERS**

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

## ARTICLE XXXIV COMPENSATORY TIME

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

Any time earned as a result of attendance at in-services shall be paid in cash or compensatory time per the discretion of the Commissioner.

Compensatory time earned must be taken within one year of accrual or upon reaching the applicable FLSA cap, whichever occurs first. Employees may elect in writing to cap their compensatory time at either 40 or 240 hours. Overtime earned in excess of these caps will be paid in cash.

The City may, at its option, buy out any portion of any member's accumulated compensatory time earned after January 1, 1987 which exceeds two hundred forty hours (240) hours. The affected member shall be given ten (10) working days' notice of such intended action.

Compensatory Time Buy-Out. The City shall make available a total of Seven Thousand Five-Hundred Dollars (\$7,500.00) per year for the entire bargaining unit, from which employees may buy out their compensatory time. The City shall determine the procedures applicable to compensatory time buy-outs.

Family Day. Employees may request two (2) days off per calendar year for graduation, wedding, religious ceremony or similar family event, and will give five (5) days written notice of said request to the Department. Such days off shall be granted unless a conflict exists with the emergency operational needs of the Department. Employees shall use their accumulated compensatory time for the day off.

**ARTICLE XXXV  
COURT TIME**

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

**ARTICLE XXXVI  
CALL-IN PAY**

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

**ARTICLE XXXVII  
DRUG AND ALCOHOL TESTING**

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

2. **Definitions.**

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

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

(c) “Drug Test” means a urinalysis test employing the gas chromatography/mass spectrometry (GC/MS) utilizing urine samples collected according to chain of custody procedures which are consistent with the Federal Department of Transportation guidelines, shall be followed for all samples taken.

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

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

3. **Notice and Education of Employees Regarding Drug/Alcohol Testing.** All employees will be informed of the Division’s drug/alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs/alcohol on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of these tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive for illegal drug use and alcohol abuse/misuse. All new employees will be provided with this

information when initially hired. No employee shall be tested under this policy until this information has been provided.

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

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

(b) “Random Testing.” Employees, during their regularly scheduled shift, are subject to Random Drug/Alcohol Testing, effective after the employee education process (as stated above) is completed. The annual number of such random tests shall not exceed twenty-five percent (25%) of the employees covered by this contract as of April 1, of any given year. Such test shall be reasonably spread throughout the year. Employee(s) notified of their selection for random/drug alcohol testing shall proceed immediately to the collection site. An employee

who is on a regularly scheduled day off, vacation day, already absent due to illness or injury, on Compensatory Time Off (approved before the employee was scheduled for testing) or under subpoena from a Court, shall be excused from testing, but will remain subject to future random testing.

(c) "Post-Accident." Following any work-related accident resulting in injury to the employee or others.

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

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

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

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

**5. Urine Samples.** Samples for drug/alcohol testing employees shall occur in a medical setting and conform to Department of Transportation guidelines. The testing procedures should not demean or embarrass or cause physical discomfort to the employee tested.

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

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

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

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

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

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

- (a) Initial screening step, and
- (b) Confirmation step.

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

with the same confidentiality. Any employee who tests positive for drugs and/or alcohol will be given the opportunity to review the tests and, if desired, a reasonable opportunity to rebut the results.

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

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

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

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

9. Voluntary Participation in a Dependency Program. Employees who are drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Medical Director and members of the Employee Assistance Unit. Voluntary assistance should be sought before the drug/alcohol abuse affects job performance or endangers fellow employees or members of the public.

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

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

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

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

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

#### **ARTICLE XXXVIII GENERAL SICK LEAVE BANK**

Employees who are suffering from a serious medical condition as defined by the FMLA may submit a request from members of the CWA and CARE bargaining units, for sick leave donations. To be eligible for such donations, the requesting employee must also have first exhausted all sick, vacation, compensatory time and holiday time off, and must not be on any step of the sick-abuse policy.

Employees donating sick time cannot donate more than one hundred-twenty (120) hours per year in total donations and must maintain a minimum balance of 120 hours following any donation.

The Union will indemnify and hold the City harmless for any action growing out of sick leave donations.

(Sick leave donations will be limited to the CWA bargaining unit if the City is unable to reach an agreement with CARE on these terms.)

**ARTICLE XXXIX  
LONGEVITY**

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

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

<u>Years of Service</u>	<u>Amount</u>
After 5 years	\$300.00
After 10 years	\$475.00
After 15 years	\$575.00
After 20 years	\$700.00
After 25 years	\$800.00

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

**ARTICLE XL  
SAFETY, SAFETY EQUIPMENT AND COMMUNICABLE DISEASES**

The City shall provide TB testing for all employees once each year, Heptavax inoculations once every five years and Flu shots once each year at the beginning of Flu season. In addition, if any employee is known to actually be exposed to Hepatitis B or if an employee is

penetrated by a used needle, Gamma Globulin inoculations will be immediately provided to the employee so affected, if not previously inoculated.

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

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

#### **ARTICLE XLI COMMAND STAFF PROMOTIONS**

All selections to the Cleveland EMS Divisional Command Staff shall be at the discretion of the Commissioner of Cleveland EMS.

However, in order that EMS Supervisors may advise the Commissioner of their interest in being considered for any such promotion, the City shall post the availability of any such assignments together with the minimum of qualification for ten (10) calendar days.

**Out-of-rank pay.** If the City converts the shifts worked by its captains from 12-hour to 8-hour shifts, employees shall be entitled to out-of-rank pay as follows:

When a captain is called upon to temporarily handle some of the duties of a shift commander, the captain shall be paid an additional three percent (3%) above his normal pay for the entire shift, provided the temporary assignment lasts at least four (4) hours. There shall be no additional compensation if the temporary assignment lasts fewer than four (4) hours. This temporary assignment premium should be based on the captain's regular, straight-time rate. Not

all occasions of absence by a shift commander will result in premium pay for the captain on that shift.

**ARTICLE XLII  
PROTECTIVE CLOTHING**

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

Bullet proof vests shall be available for use by crews.

**ARTICLE XLIII  
EMPLOYEE RIGHTS**

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

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

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

All employees shall be entitled to a union representative of the employee's choice at all pre-disciplinary hearings.

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

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

**ARTICLE XLIV  
LEGAL REPRESENTATION AND INDEMNIFICATION OF EMPLOYEES**

1. The City shall provide the defense of any employee, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property, except as herein limited, allegedly caused by an act or omission of the employee which occurred or allegedly occurred while the employee was acting within the scope of his duties or official responsibilities as an employee, unless:

(a) The Director of Law has good cause to believe that the acts or omissions were manifestly outside the scope of his/her employment, or official responsibilities;

(b) The Director of Law has good cause to believe that the employee or member acted with malicious purpose, or in bad faith, or in a wanton and reckless manner; or

(c) The employee fails to comply with the conditions of his defense as prescribed herein.

2. The City shall indemnify and hold harmless an employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a state or federal court, or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission of the employee, if, at the time of the act or omission the employee was acting in good faith and within the scope of his employment or official responsibilities. However, by separate ordinance, Council may, at its discretion, expressly authorize payment of punitive or exemplary damages.

3. The continuing duty of the City to defend pursuant to Paragraph 1 or indemnify the employee pursuant to Paragraph 2 of this Contract shall also be conditioned upon:

(a) delivery by the employee to the Director of Law a written request to provide legal defense together with the original or a copy of any summons, complaint, process, notice, demand, or pleading within seven (7) days after the officer is served with such document;

(b) the continuing full cooperation of the employee in the defense of such action or proceeding, and in defense of any action or proceeding against the City based upon the same act or omission, and in the prosecution of any appeal; and,

(c) the absence of any misconduct, other than the act or omission of the employee that is the subject of the action, by the employee which prejudices the defense of such action or proceeding.

4. Other than as specified above, the employee shall be entitled to be represented by the Director of Law, unless the Director of Law determines, prior to or during the pendency of a civil lawsuit, that a potential conflict of interest could result, or that it is in the best interests of the employee, City of Cleveland, or — in a case with multiple defendants — any other defendant, that the officer be represented by counsel other than the Director of Law or any of his Assistants. In such case, the Director of Law may elect to tender the defense of the employee to private counsel selected by the Director of Law upon such conditions and attorney's fees as the Director of Law deems appropriate in the particular case. In such case, the City will pay the reasonable cost of attorney's fees and expenses of the selected private attorney. Any indemnification of an officer represented by private counsel shall be subject to all limits upon indemnification of an employee represented by the Director of Law.

5. If the Director of Law elects to decline representation of and/or indemnification to an employee, then the exclusive determination of whether the Director of Law's decision was arbitrary and capricious shall be pursuant to the grievance procedure. The arbitrator shall have

the authority to issue an award directing the City to indemnify and pay the reasonable attorneys' fees and costs of the employee, subject to the limitations of Paragraph 6.

6. The total amount of indemnification to which the City is obligated to pay on behalf of one or more employee defendants or potential defendants arising out of a transaction or occurrence, which is the subject matter of allegations against the employee and/or co-defendants, shall be limited to the lower of either One Million Dollars (\$1,000,000.00), or the amount of any deductible, self-insured retention, or uninsured primary level, under any policy of insurance paid by the City which provides coverage for the transaction or occurrence.

7. These provisions for defense and indemnification shall not be construed to impair, alter, limit, or modify the rights and obligations of the City or any employee under any policy of insurance. Nor shall the benefits of these provisions be construed to affect, alter, or repeal any section of the Workers' Compensation Law.

8. These provisions shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity or defense to liability available to the City or employee. The benefits of these provisions shall apply whether or not the employee is sued in an individual or representative capacity and whether or not the employee is still employed by the City; provided, however, that the acts of the employee complained of must have been committed within the scope of his employment by the City.

9. An employee may, at any time, elect, at his/her own expense, to be represented by private counsel selected by the employee in lieu of representation by the Director of Law, or counsel selected by the Director of Law. However, by electing to be represented by such private counsel, the employee waives all right to a defense and indemnification by or at the expense of the City under this contract.

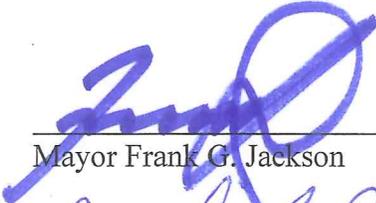
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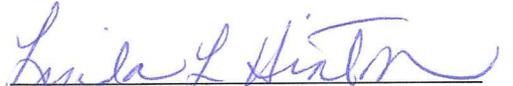
ARTICLE XLV  
DURATION

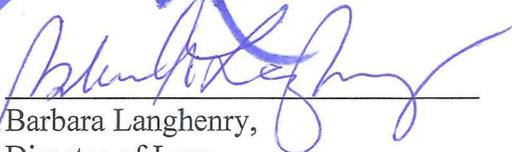
This Contract represents a complete and final understanding on all operational policy between the City and the Union and it shall be effective upon execution and remain in full force and effect until March 31, 2016.

CITY OF CLEVELAND

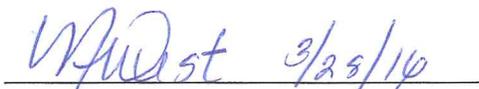
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 4340, AFL-CIO

  
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Mayor Frank G. Jackson

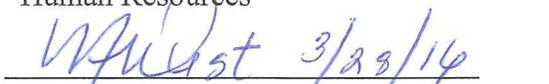
  
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Linda Hinton, District 4 Vice President

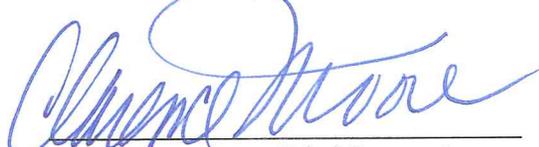
  
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Barbara Langhenry,  
Director of Law

  
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Gary Kundra, Local 4340 President

  
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Deborah Southerington, Director  
Department of  
Human Resources

  
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Leonard Brooks, Local 4340 Director

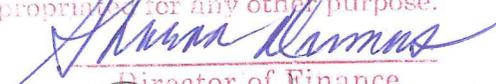
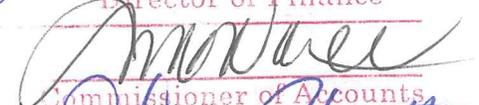
  
\_\_\_\_\_  
Nycole D. West, Labor Relations Manager  
Department of  
Human Resources

  
\_\_\_\_\_  
Clarence Moore, Chief Steward

  
\_\_\_\_\_  
Michael Threat, Chief Steward

The sum of \$ 0.00  
\_\_\_\_\_ Dollars  
required for this Contract was on  
4/21/16, and is at this  
date in the City Treasury or in process  
of collection, to the credit of  
01001000 Fund and  
not appropriate for any other purpose.

1604-12-15  
11.23.2015

  
\_\_\_\_\_  
Director of Finance  
  
\_\_\_\_\_  
Commissioner of Accounts  
Entered by   
\_\_\_\_\_  
Appropriation Clerk

April 1, 2005

Art Frindt, Director  
Communications Workers of America, AII-CIO  
1400 E. Schaaf Road  
Brooklyn Heights, Ohio 44131-1322

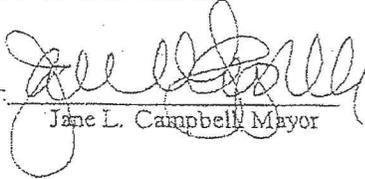
Dear Mr. Frindt:

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

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

CITY OF CLEVELAND

By:



Jane L. Campbell Mayor

## APPENDIX A

**City of Cleveland**  
Personnel Policies and Procedures Manual  
Workplace Policies and Procedures  
**Attendance Policy**

- I. Employees are expected to report to work at the regularly scheduled arrival time and remain at work until the scheduled departure time. Employees are expected to observe unpaid lunch and break times as scheduled. Deviations from an employee's established attendance requirements are covered by leave policies as described in the Personnel Policies and Procedures Manual and in the applicable collective bargaining agreements.

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

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

- II. For purposes of this policy, standards that apply to "attendance" include and are contained in the following categories:
- A. Absence Without Leave (A.W.O.L)
  - B. Sick/Absence Abuse Control
  - C. Time and Attendance/Kronos Guidelines
  - D. Tardiness Control

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

1. City employees who are governed by a collective bargaining agreement that specifies an attendance related policy are subject to the disciplinary schedule of the applicable agreement.

2. City employees are responsible for reporting to work at their regularly scheduled times. If an employee is unable to report to work due to illness or for any other emergency, the employee must inform his or her Division in accordance with time limits, procedures and collective bargaining agreements designated by his or her Department, but in no case more than one (1) hour after the start of work.
3. Employees who do not report to work and do not call in within the time limits, procedures and collective bargaining agreements established for their respective Departments to inform the designated person in their Department of their absence will be considered A.W.O.L. In addition to failing to report to work or calling in at the time designated, an employee will also be considered A.W.O.L., if he or she departs from his or her worksite before the end of his or her shift or workday or for scheduled breaks, without the approval of his or her supervisor.
4. Time records should reflect the proper notations of A.W.O.L. on the days of each occurrence. Once the employee contacts the designated authority, his or her status may change from A.W.O.L. to either Excused Absence or Unexcused Absence, from that point forward. The reason for absence will be noted A.W.O.L. and the employee will not receive pay for this period.

#### **A.W.O.L. Resignation**

1. Classified employees who are A.W.O.L. for ten (10) consecutive scheduled work days may be termed A.W.O.L. resigned, if the procedural requirements of Civil Service Rule 8.45 are met. The employee must be notified of such a determination in person or by certified mail to his or her last known address. The affected employee must contact his or her supervisor or Appointing Authority within two (2) weeks of said notification, to explain the failure to report to work.
2. If the employee fails to supply a satisfactory explanation, as determined by the Appointing Authority, within two (2) weeks of the date of the letter, he or she shall be deemed A.W.O.L. resigned, and the Appointing Authority should then notify the Civil Service Commission of the resignation, as well as provide the Commission with copies of all relevant documentation pertaining to the resignation.
3. Notice of the entry of an employee's A.W.O.L. resignation must be sent to the employee at his or her last known address, along with the indication that the employee may appeal to the Civil Service

Commission within ten (10) working days of the date of said notice was issued to the employee.

4. Deeming an employee A.W.O.L. resigned does not preclude simultaneous or subsequent disciplinary action under Civil Service Rule 9.10.

## **B. SICK/ABSENCE ABUSE CONTROL**

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

### Sick/Absence Procedures

1. To control absence abuse, it is necessary that all Appointing Authorities compile accurate attendance records.
2. All absences are to be reported by the employee prior to the start of the employee's work shift, or as soon thereafter as possible, but in no case more than one (1) hour after the start of work.
3. For employees who are engaged in twenty-four (24) hour operations, the employee will be required to report an absence no later than the employee's scheduled starting time.
4. If an employee does not notify his or her supervisor or the designated sick call-in line of an absence, he or she will be considered A.W.O.L.
5. The supervisor must inform his or her employees where, when and whom to call when reporting their absence.
6. The date of absence and the reasons therefore must be accurately recorded. Call-in procedures should include such details as:
  - a) Reason for absence
  - b) Time of notification
  - c) Name of person reporting an absence
  - d) Expected date/time of return

## Sick/Absence Abuse Program

1. The basis for review for disciplinary action shall be more than thirty (30) hours of usage within a rolling calendar quarter, or when an employee exhibits a pattern of usage within any time period. For purposes of this attendance policy, "rolling calendar quarter" shall be defined as any consecutive three (3) month period, calculated from the first day of the month.
2. A basis for review for disciplinary action may include absences occurring before or after vacation and/or personal leave; absences occurring repetitively before or after weekends or holidays; absences occurring repetitively immediately before or after paydays; absences occurring repetitively when difficult jobs or assignments are scheduled; absenteeism causing individual work performance and /or operational needs to suffer; absences occurring repetitively during certain times of the month or year. A basis for review for disciplinary action may include consistently using most, or all, earned sick leave each year, i.e. employees utilize more time than what has been earned(excused and/or unexcused absences).
3. In no case shall an employee's accumulated sick leave balance be the sole determinant of a pattern of abuse; however, it may be a component.
4. Disciplinary action should not be contemplated where circumstances show an excessive abuse, i.e., hospitalization, approved FMLA, approved leave of absence or work related injury even if the affected employee has exceeded the aforementioned thirty (30) hour limit.
5. Non-traditional shifts will be reviewed for disciplinary action with the usage of forty (40) hours or more within a calendar quarter, as defined above.
6. All absences are to be considered regardless of whether the employee's absence is documented or undocumented, or an employee requests paid or unpaid sick leave.
7. The employee will be notified in writing that he or she has used more than thirty (30) hours of usage within a rolling calendar quarter and is subjected to progressive discipline.

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

### **C. TIME AND ATTENDANCE/KRONOS GUIDELINES**

The City of Cleveland acknowledges the value of a comprehensive City-wide standard, accurate timekeeping system through which employee attendance records can be maintained. Such a system is available through the Kronos System. The following policy is intended to provide uniform guidelines for employees to follow as they use the Kronos timekeeping system. The City of Cleveland expects every employee to give the citizens of Cleveland a full and productive day of work. Employees of the City of Cleveland will be subject to disciplinary action for time and attendance abuse.

If this conflicts with the provisions of any collective bargaining agreement, it is understood that the collective bargaining agreement supersedes.

#### Procedures

1. The Kronos System is the means through which employee attendance records are maintained. Employees are expected to utilize this system so that timekeeping is uniform and reliable. There is a general scheduled work time for standard City of Cleveland employees of 8:00 a.m. to 5:00 p.m. with a 1 hour unpaid lunch.
2. The City will dock employees on the basis of one-tenth (1/10), or six (6) minutes per hour.
3. Kronos cards are the property of the City of Cleveland and are issued to each employee to facilitate accurate timekeeping. Swipe cards are the responsibility of the employee. Employees must notify the supervisor immediately if a swipe card is lost or damaged. A lost or damaged card must be replaced unless otherwise directed by the Department/Division. The replacement card must be obtained from the Department/Division designee within two (2) days of the first missed swipe. The first (1st) damaged card will be replaced at the City of Cleveland's expense. A \$10.00 fee will be

charged for a lost, damaged, or an additional replacement of the City of Cleveland Kronos swipe card.

4. All affected employees will be issued a Kronos card that is to be used to swipe in and out of the assigned Kronos Time clock. "Swipe" refers to any means an employee reports their attendance through Kronos.
5. The Kronos card is to be used consistent with the following guidelines:
  - a) Daily swipes are required as follows:
    - 1) Start of work day
    - 2) Lunch period (determined by divisional operating policy)
    - 3) End of work day
  - b) Under no circumstances may an employee swipe another employee in or out. Any and all employees involved in this type of violation will be subject to progressive discipline.
  - c) In/out rounding rules. A City-wide standard policy has been established regarding the "rounding" of time within the Kronos system. The examples listed below assume an 8:00 a.m. start time and a 5:00 p.m. end time, with a one (1) hour unpaid lunch.
    - 1) Early-in swipes -- A 12-minute window will precede the employee's scheduled start time. Any swipe within that window, i.e., 7:48 a.m. to 8:00 a.m. will round to the scheduled start time, i.e. 8:00 a.m.
    - 2) Late-in swipes -- All swipes one (1) minute or more after the scheduled start will be docked in increments of six (6) minutes to the next tenth of an hour, i.e., 8:01a.m. to 8:06a.m. will be docked one tenth of an hour, 8:07a.m., docked two tenths of an hour, etc.

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

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

4:54 p.m., docked one tenth of an hour; 4:53 p.m., docked two tenths of an hour, etc.

- 4) Late-out swipes -- A 12-minute window is recognized during 5:00 p.m. to 5:12 p.m. and would round back to the scheduled end time of 5:00 p.m. In the event that an employee swipes out after the designated 12 minute window, the appointing authority must make a determination as to whether overtime pay is appropriate. This determination will be reflected by an entry into the Kronos system. If it is determined that the swipe was inadvertent, that is caused by negligence on the part of the employee, that employee will be advised verbally that future instances of this nature could result in discipline, and that in any event they will not result in overtime pay. For overtime to be valid prior supervisor approval must be received.
  
- 5) Missed swipes -- Whenever a swipe is missed an employee must notify the supervisor immediately. If the employee notifies the supervisor prior to the beginning of the shift, the employee will be paid from the regularly scheduled starting time. There are "missed-swipe" forms for the supervisor to indicate approval. If the supervisor is notified after the shift has started, the employee will be paid from the time of notification. Lost, misplaced and forgotten swipe cards are subject to this provision. To be disciplined under the Kronos Guidelines, an employee must have missed three (3) swipes in a pay period. All employees' swipe records will be reviewed at the end of each pay period.

#### **Program**

1. In particular, violation of guidelines relative to late swipe or failure to swipe will be treated as incidents of the Attendance Policy.
  
2. An employee will be subject to progressive discipline if there are three (3) or more missed swipes in a pay period.

#### **D. TARDINESS CONTROL**

The City of Cleveland expects every employee to give the citizens of Cleveland a full and productive day of work. The City of Cleveland defines "tardiness" as any unauthorized absence from work for any increment of time. This definition applies to non-exempt and hourly rate employees. Employees, excluding salaried-exempt employees, who are tardy, will not be paid for any time they are absent from work without authorization. Employees of the City of Cleveland will be subject to disciplinary action for tardiness. Tardiness is being late for work:

1. at the beginning of the scheduled starting time,
2. returning from lunch or
3. returning from break.

#### **Tardiness Control Procedures**

1. Employees who are late more than one (1) hour at the beginning of the scheduled starting time will be considered absent without leave and subject to progressive discipline under the Attendance Policy.
2. Any employee who is determined to be tardy is not permitted to make-up any missed time.

#### **Tardiness Control Program**

- A. An employee arriving late three (3) times within a pay period will be placed on the Attendance Policy.
- B. The employee will be progressed to the next level of discipline for arriving late three (3) times within a pay period.

### **III. Disciplinary Schedule**

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

- |         |                          |
|---------|--------------------------|
| Step 1: | Written Warning I        |
| Step 2: | Written Warning II       |
| Step 3: | One (1) Day Suspension   |
| Step 4: | Three (3) Day Suspension |

- Step 5: Five (5) Day Suspension
- Step 6: Ten (10) Day Suspension
- Step 7: Discharge from employment

If the collective bargaining agreement contains the A.W.O.L. Policy or Sick/Absence Abuse Control Procedures, employees will be disciplined in accordance with the following schedule of discipline for any other attendance violation:

- Written Warning
- Three (3) Day Suspension
- Five (5) Day Suspension
- Discharge from employment

- A. Progressive steps in discipline will be preceded by a pre-disciplinary conference. The employee will be notified in writing of the date, time of the conference, and right to request the presence of a representative.
  - 1. An employee-member of a collective bargaining unit has the right to have his or her union representative attend the pre-disciplinary conference.
  - 2. Non-union employees may have a representative of their choice.
- B. Copies of an adverse disciplinary action will be sent to the Civil Service Commission and the employee's collective bargaining representative where applicable.
- C. The basis for review for disciplinary action may include:
  - 1. Any instance of AWOL as defined by this policy.
  - 2. More than thirty (30) hours of sick time usage within a rolling calendar quarter excluding FMLA.
  - 3. Three (3) or more missed swipes in a pay period.
  - 4. Arriving late three (3) or more times in a pay period.

**ADDENDUM A  
CITY OF CLEVELAND  
MEDICAL INSURANCE PLAN DESIGN**

**I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)**

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

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

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

Routine PSA Test: 100% not subject to deductible

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

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

## II. HMO

The City will provide not less than two (2) HMO options.

	<u>In-Network</u>
a. Co-Insurance percentage:	90% - 10%
b. No deductible:	
c. Co-Insurance Annual Out-of-Pocket Maximum:	\$1250 single \$2500 family
d. Doctor and other treatment visits:	\$20.00 Co-pay
e. Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use: \$100.00 Co-pay plus 90% Co-Insurance

### III. PRESCRIPTION DRUG

- a. Co-Pays:
- |                           |         |
|---------------------------|---------|
| Generic (mandatory)       | \$10.00 |
| Name Brand, Formulary     | \$25.00 |
| Name Brand, Non-Formulary | \$40.00 |
- b. Mandatory Generic Requirement - Mandate individual's use of generic drugs where available; if individual chooses Name Brand Formulary or Name Brand Non-Formulary when generic is available, individual pays the applicable Name Brand Formulary or Name Brand Non-Formulary co-pay plus the difference between the Generic and Name Brand costs.

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

**ADDENDUM B  
HIGH DEDUCTIBLE PLAN**

		<u>In-Network</u>
a.	Annual Deductible:	\$1000 single \$2000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$2000 single \$4000 family
d.	-- Doctor and other Office visits: -- Specialists:	\$20.00 Co-pay \$40.00 Co-Pay
e.	Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted)
		Non-Emergency use \$100.00 Co-pay plus 80% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
	Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an \$85 maximum per benefit period):	100% not subject to deductible
	Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible

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

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