CT 1001 NF 2014-022

AGREEMENT

BETWEEN

CITY OF CLEVELAND

AND

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL NO. 6, AFL-CIO, LOCAL 639

Effective April 1, 2013 through March 31, 2016

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ARTICLE 1
PURPOSE

(1) This contract sets forth a Complete Agreement between the City of Cleveland, hereinafter referred to as the "City" and International Union of Painters and Allied Trades, District Council No. 6, Local 639, hereinafter referred to as the "Union", which represents employees as specified herein. Specifically, the agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this Contract is to provide a fair and reasonable method of enabling employees covered by this Contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of Contract differences between the parties. This Contract shall comply with the laws of the United States, the State of Ohio and the City of Cleveland and all applicable governmental administrative rules and regulations which have the effect of law.

ARTICLE 2
RECOGNITION

(2) The following classifications of employees who have completed their probationary period are recognized on a sole and exclusive basis:

Traffic Sign and Marking Supervisor
Traffic Sign Process Operator
Spray Painter
Sign Painter
Sign Painter Unit Leader

(3) The above classifications shall be entitled to receive all of the fringe benefits contained in this contract.

ARTICLE 3
MANAGEMENT RIGHTS

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

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

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

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

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

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

(f) Determine the overall mission of the City.

(g) Determine the duties to be included in all job classifications and the standards of quality and performance to be maintained.

(h) Promulgate and enforce work rules, City orders, policies and procedures.

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

(j) Determine hours of work and work schedules.

(k) Privatize or subcontract services.

(l) Effectively and efficiently manage the work force and to utilize personnel in the manner determined by the City to be most effective and efficient.

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

(5) Notwithstanding Chapter 4117.08 of the Ohio Revised Code, the city is not required to bargain on any subjects -- including, but not limited to, those enumerated above -- reserved to and retained by the City under this Article. Therefore, 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 the Agreement.

ARTICLE 4
UNION RIGHTS

(6) It shall not be a violation of this Contract and it shall not be a cause for discharge or disciplinary action if an employee refuses to enter upon any property involved in a primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another union, except that the City shall not be required to pay the wages of any such employees. In no case shall any employee refuse to do any work, regardless of the existence of a lawful primary labor dispute, if, in the City's judgment, such refusal would be detrimental to the public health or safety.

ARTICLE 5
NO-STRIKE

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

(8) Violations of this paragraph may constitute an unfair labor practice, as determined and remediable by the State Employment Relations Board. In the event an Unfair Labor Practice is determined by S.E.R.B., the City will subsequently impose discipline except as recommended by S.E.R.B.

ARTICLE 6
LIMITED RIGHT TO STRIKE

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

ARTICLE 7
NON-DISCRIMINATION

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

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

ARTICLE 8
UNION SECURITY AND CHECK-OFF

(12) All employees in the bargaining unit covered by this Contract who are members of the Union on the date the Contract is signed and all other employees in such bargaining unit who became members of the Union at any time in the future shall, for the term of this Contract, continue to be members of the Union, and the City will not honor dues deduction (check off) revocations from any such employees except as provided herein.

(13) The City will begin dues deduction from an employee's pay in the pay period following the pay period in which the City receives the employee's voluntary written and signed authorization. Once each year, the Union's Treasurer shall certify to the City the appropriate amount of Union dues. The Union will provide the City with at least thirty (30) days advance written notice of any changes in the dues deduction amount to the Union, such monies shall be the sole responsibility of the Union thereafter.

(14) The City shall be relieved from responsibility for Union dues deduction upon any of the following events: (a) the employee resigns, retires or is terminated; (b) the employee is on an unpaid leave of absence; (c) the employee revokes his or her authorization for dues deduction by submitting written notification of same to the City and the Union; such revocation may only be made by an employee within the final thirty (30) days prior to the expiration date of the Agreement; (d) the employee is promoted or transferred to a position which is not in the bargaining unit.

(15) Thirty (30) days after an employee's date of hire with the City, if he or she has not joined the Union, or immediately after an employee revokes his or her authorization for dues deduction, as verified in writing to the City by the employee, he

or she shall be required to pay to the Union a fair share fee. The deduction of such fees shall be automatic and does not require the employee's written authorization. Such fees shall be deducted in accordance with the terms of O.R.C. 4117.09 (C).

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

ARTICLE 9
UNION REPRESENTATION

(17) The City recognizes the right of the Union to select stewards in accordance with past practice to represent the employees, upon request, on grievances concerning the interpretation or application of this Contract. The Union shall annually, by January 1st, provide the Director of the Department of Personnel & Human Resources; the Chief Assistant Director of Law of the Labor & Employment Section of the Department of Law; and the Commissioner of the Division of Traffic Engineering, Department of Public Service with written notice of the identity of all of its Union stewards for the calendar year (name, shift to which assigned, work jurisdiction, & direct telephone number at work). If there is a change in the identity of the Union steward(s) during a calendar year, the Union shall provide the above-referenced City employees with the required information for each new Union steward within 10 working days of the change.

ARTICLE 10
UNION VISITATION

(18) Upon notice to the City's Labor Relations Representative, the Staff Representative of the Union shall be permitted to enter the City's premises during working hours, but at no time shall such visitation rights interfere with the work

requirements of any employee or disrupt operations in any way, unless expressly permitted by the City.

ARTICLE 11
SENIORITY

(19) Newly-hired employees shall be required to complete a probationary period, to determine their fitness to continue in their positions on a continuing basis. Effective January 1, 2002, the probationary period of such an employee shall be one hundred eighty (180) calendar days. This probationary period may be extended by an additional thirty (30) calendar days, upon mutual written agreement of the City and the Union. The initial and promotional probationary periods are served by employees as working days. All approved leaves of absence will not count as work days for purposes of calculating a probationary period.

(20) Once an employee successfully completes his or her probationary period, his or her classification seniority shall be dated retroactively to the date he or she began work in his or her classification.

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

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

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

(a) Resigns, quits and/or retires;

(b) Is discharged for just cause;

(c) Is laid off for more than 24 consecutive months;

(d) Is absent without leave for three (3) consecutive working days;

(e) Fails to report for work within ten (10) consecutive working days from the date on which the City sends the employee notice by certified mail that he has been recalled from layoff (notice to be sent to last known address);

(f) Does not report for work immediately upon the expiration of any leave or does not make alternative reporting arrangements with the Appointing Authority, in advance of the expiration of the leave.

In addition, employees who are on non-FMLA leaves of absence in excess of sixty (60) calendar days shall have their City service seniority suspended until they return to active employment status.

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

(25) Upon request, the City will provide the Union with a list of all employees in the Bargaining Unit listing name, job classification, department, date of hire, and date of classification, not more than twice per year upon request by the Union.

ARTICLE 12
LAY-OFFS

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

(a) Temporary employees.

(b) Certified/regular employees.

(27) 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.

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

ARTICLE 13
RECALLS

(29) When the City determines that it is necessary to recall laid-off employees, such employees shall be recalled in the reverse order of layoff in accordance with the rules and regulations of Civil Service. An employee on lay-off will be given ten (10) working days' notice of recall from the date on which the City sends the recall notices to the employee by registered mail (to his last known address, as shown on the City's records.) A laid-off employee will be recalled to his legal position with full rights in the event that this position becomes available within two (2) years after his layoff date.

(30) As soon as is practicable after notification by the City of a recall offer, but not later than forty-eight (48) hours after said notification, as provided herein, an affected employee shall contact his or her Appointing Authority for the purpose of confirming his or her desire to be recalled. An employee who refuses an offer of recall to his or her classification, or who notifies the City of his or her acceptance of a recall offer but fails to arrive for work within the ten (10) working days cited above, shall be construed as having resigned his or her position, shall be removed from the layoff list and shall forfeit all accumulated seniority.

ARTICLE 14
LONGEVITY

(31) Longevity is tenure with the city while in a pay status. Time in authorized unpaid leaves of absence shall be deducted for purposes of computing the amount of employment. For an employee to be eligible to receive longevity pay in a given year, his longevity time must have been accumulated by March 1st of that year and the employee must have been in a pay status at some time between January 2nd and March 1st of that year. On or before March 1st of each year, all regular full-time employees shall receive longevity pay, as follows:

YEARS OF SERVICE	AMOUNT
After 5 years	$300.00
After 10 years	$475.00
After 15 years	$575.00
After 20 years	$750.00

ARTICLE 15
LEAVE OF ABSENCE

A. IMMEDIATE FAMILY

(32) For purposes of this Article only, immediate family shall be defined as: spouse, mother, father, grandparent, grandchildren or a person who has been in loco parentis to the employee, mother-in-law, father-in-law, child, brother or sister.

B. FUNERAL LEAVE

(33) An employee will be granted a leave of absence with pay, to be charged against his accumulated sick leave with pay, in the event of the death of a member of his immediate family, as follows:

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

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

(c) To be eligible for funeral leave, an employee must provide the City with required documentation 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).

Falsification of sick leave can lead to discipline, up to and including discharge.

C. JURY DUTY

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

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

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

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

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

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

D. MILITARY LEAVE

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

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

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

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

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

(b) Five hundred dollars.

The employee shall not receive payments under this paragraph if the sum of his/her gross military income pay and allowances received in a month exceeds his/her gross monthly wage or salary as an employee or if the permanent public employee is receiving his/her pay pursuant to paragraph (39).

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

E. MATERNITY LEAVE

(40) An employee shall be granted paid sick leave for childbirth and/or disability arising out of that condition on the same basis as any other sick leave provided that the City may require the employee to furnish a physician's certification as to when such leave shall commence and when the medical disability is ended.

F. SICK LEAVE WITH PAY

(41) All regular full-time employees shall be credited with paid sick leave at the rate of fifteen (15) workdays per year.

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

(b) Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed his initial probationary period with the city.

(c) No paid sick leave shall be granted unless the division authority designated by the city is notified of the sickness no later than one (1) hour before the employee's scheduled starting time on the first day of the absence on account of sickness. An employee is required to call in on each day off or notify the City of the duration of his absence.

(d) A certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who has been so notified in writing that he has demonstrated a patterned abuse over the preceding months or after any illness requiring hospitalization. The certificate must include re-employment date, work capable of being performed, all restrictions. An employee may be required to submit a doctor's certificate for any sickness beyond three (3) days if so notified by supervision. The validity of all medical excuses and physician's certificates is subject to review by the City.

(e) Upon retirement or death, an employee, or his legal representative, shall have the right to convert his accumulated paid sick leave. . For persons who are employed by the City on or before December 20, 2013, the conversation rate shall be one (1) day's pay for each three (3) days of unused accumulated paid sick leave, and the pay rate used shall be the same three (3) year average of earnings, overtime, and longevity pay divided by 2080 hours. In accordance with past practice, employees shall only be allowed to convert sick leave one time. Once such conversion has been made, the remaining unconverted hours shall be eliminated from the employee's balance. For persons who are hired after December 20, 2013, the conversion rate shall be the employee's base wage rate of pay at the time of retirement, exclusive of overtime, longevity or other earnings.

(f) An employee who is hurt on the job shall have the option of using his paid-sick leave, worker's compensation benefits, or his vacation, whichever he prefers.

(g) Employees shall be permitted to take sick leave only in one (1) hour increments.

(i) The City and the Union agree to the following regarding the City's implementation of a "no-fault" attendance policy during the term of the Contract:

a) The City reserves the right to implement a no-fault attendance policy.

b) The City will notify the Union prior to implementing such a policy and will meet and confer with the Union regarding the policy.

c) The Union reserves the right to file a grievance regarding the reasonableness of a newly-implemented "no fault" attendance policy.

G. SICK LEAVE WITHOUT PAY

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

H. VOLUNTARY SICK LEAVE CONTRIBUTION

(43) Employees who are not on an absence abuse list shall be entitled to voluntarily contribute earned but unused, accumulated paid sick leave for the use of another bargaining unit employee who must have exhausted his own sick leave, vacation and personal leave and/or shall be entitled to receive donated sick leave, provided that the employee is not on the absence abuse list. The following conditions shall apply:

(a) An employee may contribute up to a maximum of forty (40) hours of his accumulated paid sick leave within a calendar year but must retain at least one hundred (100) hours of accumulated leave after any contribution. The employee so contributing his paid sick leave shall have such contributed time deducted from his accumulated sick leave balance.

(b) Each employee may receive a maximum of 80 hours of donated sick leave per calendar year.

(c) Any agreement to contribute must be in writing and signed by the contributing employee and his union representative and subject to final approval by the City's Office of Labor Relations. A copy of the agreement will be placed in each employee's file.

(d) The City may, at its election, cancel this program by serving notice to the Union three (3) months in advance of said cancellation date. Said cancellations shall not be done on an arbitrary or capricious basis.

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

I. FAMILY MEDICAL LEAVE

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

J. EDUCATION LEAVE

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

K. MISCELLANEOUS

(46) An employee who fails to report back to work at the end of any of the leaves of absence contemplated above, or does not make alternative reporting arrangements with the Appointing Authority, in advance of the expiration of the leave, shall be considered to have voluntarily resigned his or her position with the City. Furthermore, an employee found to be using a leave of absence for a purpose other than for which it was granted shall have the leave canceled and may be subject to disciplinary action. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the employee may be discharged. An employee who is absent without leave for three (3) consecutive working days will be considered to have voluntarily resigned employment from the City.

ARTICLE 16
PERSONNEL RECORDS

(47) Each employee shall be required to keep the City apprised of his or her current address, as well as a telephone number where the employee can be reached directly.

(48) An employee shall, upon request, be permitted to review his/her Divisional personnel records file, except reference letters, in the presence of appropriate supervision and he/she may initial and date the contents found therein. Only copies of letters of discipline, evaluations and commendations shall be made available to the employee at the time of issuance. However, any materials in the employee's personnel record which have not been seen or signed by him/her or which are more than two (2)

years old at the time discipline is being considered shall not be used against him/her. The signing of any materials to be placed in an employee's personnel record does not indicate agreement by the employee as to the contents of the material but does acknowledge he/she has seen it.

ARTICLE 17
HOURS OF WORK

(49) The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals, during the period starting 12:01 a.m. Monday to Midnight Sunday, except where different hours are necessary to meet operational requirements. Nothing herein shall be construed as a guarantee to any employee of hours of work per day or per week, and the City reserves the right, as operational needs and conditions require, to establish and change hours of work, shifts, and schedules of hours.

(a) All employees who work a regular work day shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Union.

(b) There shall be two (2) fifteen (15) minute rest periods on each shift each workday. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, but they may not be scheduled immediately before or after the meal period or at the start or the end of a shift.

(c) When an employee works beyond his regular quitting time, the employee shall receive a fifteen (15) minute rest period if the employee works two (2) hours, but less than four (4) hours for each four-hour period, and in addition, a thirty (30) minute meal period if the employee works four (4) hours or longer.

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

(50) All regular full-time salaried employees shall be on a compensation basis of Two Thousand Eighty (2,080) hours per year. For those bargaining unit employees on the normal eight (8) hour day, five (5) day per workweek, shifts are defined as follows:

1st Shift: The majority of his or her normal hours of work fall after 7:30 A.M. and before 3:00 P.M.

2nd Shift: The majority of his or her normal hours of work fall after 3:00 P.M. and before 12:30 A.M. receives a shift premium of thirty-five cents ($.35) per hour.

3rd Shift: The majority of his or her normal hours of work fall between 12:30 A.M. and 7:30 A.M. receives shift premium of thirty-five cents ($.35) per hour.

Employees equally rotating between all three shifts shall receive thirty-five cents ($.35) per hour. All shift premiums are paid on a straight time basis only and shall not be compensable to an employee when he or she is on sick leave, vacation, holiday or any other paid leave provided in the Agreement.

ARTICLE 18
CALL-IN-PAY

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

ARTICLE 19
OVERTIME - PREMIUM PAY

(52) The City shall be the sole judge of the necessity for overtime. All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week.

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

(54) All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on holidays. All paid holiday hours and paid vacation hours 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 weekly basis, but not on both. Overtime shall be distributed as equally as possible within each classification in each work unit on a continuing basis. The City shall credit employees for all overtime hours worked and/or for overtime hours offered for which employees have declined or failed to work for any reason.

ARTICLE 20
HOLIDAYS

(55) All regular full-time employees shall be entitled to nine (9) paid holidays, as follows:

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

(56) Employees are entitled to two (2) floating holidays in each calendar year. Floating holidays may be used only in 8-hour increments and will be granted contingent upon operational needs and a request by the employee being submitted for consideration at least two (2) 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 request will be considered and approved in

accordance with seniority guidelines. A new hire cannot use floating holidays during his probationary period. To be entitled to holiday pay, an employee must actually work his or her last full scheduled work day before and first full scheduled work day after the holiday (i.e., approved personal days and approved vacation time are not considered work days for purposes of this paragraph). If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

ARTICLE 21
VACATIONS

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

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

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

(a) Any employee who has completed less than one year of continuous employment by December 31st of the previous year shall receive one (1) workday off for each month worked prior to December 31st of the previous year, but not to exceed ten (10) days. New employees whose starting date is prior to the 16th of the month shall be credited with one (1) day of vacation for that month. Vacations will be credited, but cannot be used, until the employee has satisfactorily completed his initial probationary period with the City.

(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 re-employment.

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

(e) Time in authorized unpaid leave of absence shall be deducted for purposes of computing the amount of employment.

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

(g) An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year, shall earn vacation leave at the rate for which he is eligible based on length of service, as follows: one (1) day per month, not to exceed ten days: eight (8) years, but less than twelve (12) years' service - one and one-half (1-1/2) days per month, not to exceed fifteen (15) days; Twelve (12) years, but less than twenty-two (22) years' service - two and one-half (2-1/2) days per month not to exceed twenty-five (25) days.

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

(i) Vacations shall be taken during 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 terminates 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 inducted into the armed forces, shall at the time of leaving for

military service be paid in full for all accrued vacation time (earned but not previously taken).

(58) If a recognized holiday falls within an employee's vacation leave the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or the end of his vacation, at his option). Employees shall take their vacation during the calendar year at the convenience of the City. During the first quarter of each calendar year, employees will be given the opportunity to indicate on a form provided by the City their vacation leave preferences, and promptly thereafter a written vacation schedule (by department) will be prepared by the City with priority given to employees according to their departmental or job classification seniority to the extent consistent with operational requirements. Once the departmental vacation schedule is determined, it shall not be changed without the consent of the involved employee(s) except in response to an operational emergency. Any employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority, based upon when his application was made.

ARTICLE 22
UNIFORMS

(59) The City will provide employees with a combined uniform-purchasing and uniform-maintenance allowance in the amount $500.00 on or before March 1st of each calendar year. Payment of the uniform allowance will be made, at the City's discretion, by cash, check, or voucher. Unless otherwise stated in this Article, the uniform allowance covers all uniform purchasing and uniform maintenance requirements, including those covering jackets, boots, or other footwear. Employees shall also receive an annual work shoe-purchasing allowance in the amount of $80.00 on or before March 1st (beginning on March 1, 2005). Payment of the work shoe allowance to all TS&MS

employees will be made, at the City's discretion, by cash, check, or voucher. All employees shall be responsible for purchasing and for maintaining their own uniforms and footwear in good condition and shall wear the required uniform and footwear. The failure to wear an appropriate uniform, including footwear, which is in good condition will subject an employee to disciplinary action. Allowances shall be prorated for new hires and for employees on a continuous leave of absence in excess of thirty (30) days or more.

ARTICLE 23
INSURANCE COVERAGE

A. HEALTH CARE BENEFITS ELIGIBILITY

(60) The City agrees to provide single or family coverage, whichever is applicable, for each eligible employee enrolled in any of the health, dental, prescription and vision coverage plans for the term of the Labor Contract under the terms and conditions set forth in this Article. There shall be no duplicate coverage if both spouses are on the City's payroll. There shall be no reduction in benefit levels afforded by said plans unless by mutual agreement of the City and the Union.

a. Effective through March 31, 2014, employees' healthcare benefits and premium contributions shall be consistent with the terms of the prior Agreement.

(b) Effective April 1, 2014 through March 31, 2016, the City shall provide the health, dental, prescription and vision insurance plan designs attached to the Agreement as an addendum.

(c) Employee premium cost-sharing contributions and other terms for hospitalization, dental, prescription, and vision coverage are as follows:

(i) Effective April 1, 2014, employees shall contribute the following monthly premium contributions for single and family coverage:

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
MMO Plus (including Rx, dental and vision coverage)	12%	11%	16%	15%
HMO Health Ohio (including Rx, dental and vision coverage)	12%	11%	16%	15%
Kaiser (including Rx, dental and vision coverage)	12%	11%	16%	15%

(ii) Effective January 1, 2015, employees shall contribute the following amounts for single and family coverage:

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
MMO Plus (including Rx, dental and vision coverage)	13%	12%	17%	16%
HMO Health Ohio (including Rx, dental and vision coverage)	13%	12%	17%	16%
Kaiser (including Rx, dental and vision coverage)	13%	12%	17%	16%

(iii) Effective April 1, 2014, employees shall pay the following annual deductibles:

$500 single $1000 family

(iv) Effective April 1, 2014, employees shall pay an $100 emergency room co-pay, which shall be waived if the patient is admitted.

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

(v) The City shall have the discretion to implement and offer a voluntary, optional, high-deductible hospitalization, prescription, dental and vision plan for employees with benefit levels as outlined in Addendum B. If so implemented, 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%

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

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

II. 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)

III. The discount shall take effect the month following the employee's satisfaction of these screening requirements. 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 to be set, the "wellness" premium contribution rates shall apply.

IV. 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.

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

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

(viii) Hospitalization, dental, prescription and vision care coverage shall be that set forth in the summary plan description for the plan selected by the employee.

(c) The City shall have the right to change insurance carriers or implement a self-insured program, provided that costs to the employees and benefit levels remain substantially the same.

B. VISION INSURANCE

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

C. LIFE INSURANCE

(62) All regular full-time employees who have completed 90 days continuous service with the City will be provided with $15,000 Group Term Life Insurance.

D. DENTAL INSURANCE

(63) All regular full-time employees and dependents will be covered for Dental Care.

ARTICLE 24
DISCIPLINE

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

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

(66) An employee who is disciplined must be disciplined within five (5) working days of the event(s) upon which the discipline is based, or within a reasonable time from the date the City had knowledge of said event(s). In the case of suspension or

discharge, the employee shall be advised of his/her right to have his/her Union representative present and, upon request, will be permitted to discuss his/her suspension or discharge with the Union representative in an area made available by the City before he/she is required to leave the premises. If a Steward is being disciplined, he/she has the right to be represented by a Union Official.

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

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

(69) All employees are required to immediately notify the City when they are criminally charged with any felony; any misdemeanor involving alcohol (e.g., driving under the influence (DUI), blood alcohol content (BAC), etc.), drugs (e.g., sale, possession, etc.), or any other controlled substance (i.e., sale, possession, etc.); misdemeanor domestic violence; and/or misdemeanor assault. All employees are also required to immediately notify the City when they are convicted of any of the above-referenced criminal charges. The failure to immediately notify the City of any the above criminal charges and/or convictions may result in disciplinary action up to and including immediate discharge.

ARTICLE 25
GRIEVANCE PROCEDURE

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

(71) A grievance is defined as a dispute or difference between the City and employee(s) or the City and the Union concerning the interpretation and/or application of and/or compliance with any provision(s) of this Contract, including any and all disciplinary actions. A Group Grievance is a grievance filed by a group of employees relating to a single common issue or event covered by this Contract. A Policy Grievance is a grievance filed by the Union relating to a single common issue or event covered by this Contract. The grievance form shall set forth the complete details of the grievance, i.e., the facts upon which it is based, the paragraph(s) allegedly being violated, the approximate time of occurrence and the relief or remedy requested. The Step 1 grievance shall be signed either by the individual grievant(s) or in the case of a Group or Policy Grievance, by a Union representative.

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

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

(74) **Step 1-A:** In those disputes or differences between the City and an employee involving disciplinary suspensions of more than ten (10) days, discharges, and/or other disciplinary action which is appealed to Civil Service, the employee (either independently or through the Union) shall have the option of appealing such grievance to Civil Service in accordance with its rules, or appealing such grievance through the Grievance Procedure set forth in the Contract, but in no case shall the employee be permitted to appeal any grievance through both Civil Service and the Grievance Procedure. In the event that the employee does not submit a written grievance within

seven (7) working days, or in the event the employee submits both a grievance and an appeal to Civil Service, the employee shall be automatically deemed to have elected an appeal to Civil Service.

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

(76) **Step 3:** If the grievance is not satisfactorily settled at Step Two (2), it shall be presented in writing to the City's Labor Relations Representative, along with the initial grievance, Step 2 appeal, amendments to same, and any Step 1 and 2 responses, with a copy to the affected Director or his designee, within ten (10) working days after receipt of the Step Two (2) answer. The City's Labor Relations Representative and the Union's Business Representative will mutually agree on a date for a meeting for the purpose of considering grievances. A complete agenda for all grievances appealed in writing to Step Three (3) will be provided by the Union prior to each meeting. Within thirty (30) calendar days of the Step Three (3) meeting, the City's Labor Relations Representative shall give a written answer, as defined in Step One (1), to the Union's Business Representative.

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

and to the City within ten calendar (10) days after it receives the City's written Step 3 answer. The Union's notice to the City shall be provided simultaneously to the Department of Personnel & Human Resources (c/o the City's Labor Relations Manager) and to the Department of Law (c/o the Chief Assistant Director of Law for the Labor & Employment Section). The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employee, his Union representative, and any necessary witness(s) shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding. The Union will provide the City with ninety-six (96) hour advance notice of employees required to testify.

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

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

(80) In instances where the city objected to arbitration and the Union chose to proceed, the first (1st) question to be placed before the arbitrator will be that of arbitrability. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

(81) All decisions of arbitrators consistent with this Article and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding upon the City, the Union and the employees. Provided, that a grievance may be withdrawn by the Union at any time during the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. For purpose of this section, timeliness is counted as working days from the date of the incident or the date expressed on the face of either the answer or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by both parties. The date of occurrence of the event causing time to run is not counted in the time limit. If the last date of a period is not a regular business day, the time period runs through the end of the next regular scheduled business day. If the grievant, or Union (as applicable) fails to appeal a grievance within the time limit prescribed, the grievance shall be considered as resolved on the basis of the last disposition by the City representative. If a grievance disposition is not rendered within the prescribed time limits, the grievance may be advanced to the next step.

ARTICLE 26
WAGES

(82) It is the general policy of the City that no new employee will start at a higher rate than another employee in the same classification. New employees will start at the established hourly rate for the classification. If an individual increase above the

general increase is contemplated, the City will advise the Union prior to implementing said action.

(83) Increases:

(a) upon ratification – 1%, retroactive to April 1, 2013
(b) effective April 1, 2014 – 2%
© effective April 1, 2015 – 2%

(84) Effective: Wage increases shall be effective as follows: (a) If April 1st falls in the first week of a pay period, the wage increase shall be effective at the beginning of that pay period; or (b) If April 1st falls in the second week of a pay period, the wage increase shall be effective at the beginning of the next pay period. To receive any retroactive wage payments from any negotiated wage increases, employees must have the following employment status on the City's payroll on the date that the Union ratifies a collective bargaining agreement with any negotiated retroactive wage increase: "Active," or "Authorized Paid Leave of Absence." An employee with an employment status of either "Retired" or "Terminated" on the date the Union ratifies the collective bargaining agreement is not entitled to retroactive wage payments from any negotiated wage increases. An employee with an employee status of "Unpaid Leave," "Suspended" or "Layoff" is entitled to any retroactive wage payments and negotiated wage increases upon return to "Active" employee status, except that employees on approved, paid or unpaid leave permitted by federal or state law are eligible for retroactive wage payments and negotiated wage increases. Employees who are in "unpaid leave" other than approved FMLA or military leave), "suspended" or "layoff" status at the time the contract is executed shall not be entitled to retroactive wage payments, uniform allowances and uniform maintenance allowances until and unless they return to "active" status.

(85) Wages Rates:

Job Classification	4/1/13	4/1/14	4/1/15
Traffic Sign and Marking Supervisor	25.81	26.33	26.86
Sign Painter Unit Leader	35.47	36.18	36.90
Sign Painter	32.94	33.60	34.27
Spray Painter	N/A	N/A	N/A
Traffic Sign Process Operator	25.85	26.37	26.90

(86) All employees shall be required to perform all temporarily assigned job duties regardless of their usual and customary job duties. When an employee is temporarily assigned to another job classification that has a higher rate of pay, the employee shall receive a plus-adjustment to the rate of pay for his or her regular job classification in the amount of 5% or the bottom of the pay band for the temporary and higher paying job classification, whichever is greater, for all hours actually worked.

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

ARTICLE 27
DURATION

(88) Both the City of Cleveland and the Union agree that this Contract shall cover the period beginning April 1, 2013 through March 31, 2016.

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

(90) All side agreements executed after the ratification of this Agreement require at least the signature of the Director of the Department of Personnel & Human Resources and the Chief Assistant Director of Law for the Labor & Employment Section of the Department of Law in order to be valid and enforceable.

CITY OF CLEVELAND

Frank G. Jackson, Mayor

Barbara Langhenry, Director
Department of Law

Deborah Southerington 4/14/14
Deborah Southerington, Director
Department of Human Resources

NWest 4/10/14
Nycole West
Labor Relations Manager
Department of Human Resources

Date: _____

IUPAT, DISTRICT COUNCIL NO. 6

James Watroba, Business Representative

The sum of $0.00 Dollars required for this Contract was on 5/28/14, and is at this date in the City Treasury or in process of collection, to the credit of 01001000 Fund and not appropriated for any other purpose.

Director of Finance

Commissioner of Accounts

Entered by _____
Appropriation Clerk

Date: 4-9-14

DRUG & ALCOHOL TESTING

(91) All employees who are required to be randomly tested under law (e.g. Department of Transportation regulations regarding employees required to have a Commercial Driver's License who drive vehicles in excess of 26,000 pounds), and all employees in Safety Sensitive Positions shall be subject to random drug/alcohol testing. Additionally, an employee involved in any accident resulting in personal injury or one thousand dollars ($1000.00) or more of property damage shall submit himself or herself to post-accident testing. Such testing shall be conducted in accordance with the DOT procedures. Further, when there is a reasonable suspicion to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination. Random examinations, reasonable suspicion examinations, and post accident examinations are conducted for the purpose of determining the presence of illegal drugs or alcohol in the employee tested. An employee who is directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense. The City's Manager of Labor Relations, or his designee, shall approve all drug/alcohol testing. This testing will include possible urine, blood, or breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be subject to discharge. An employee who fails a drug or alcohol test for the second time during his/her employment with the City shall be discharged by the City.

(92) An employee may be referred to fitness-for-duty screening if at least one

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

(a) A disciplinary probation for employees who have violated the City's drug and alcohol rules; or

(b) For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drugs and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, a history of excessive absenteeism not related to a specific illness, documented evidence of deteriorating job performance or of aberrant behavior in the six months immediately preceding the leave of absence or documented involvement with drugs off the job.

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

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

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

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

(97) Any employee found to have positive screens for drugs or alcohol must be given medical clearance by a qualified physician acceptable to the City before returning to work. Such employees may also be subject to additional random testing for a period of up to two (2) years.

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

(a) The person has a concentration of three hundredths of one percent (.03) or more by weight of alcohol in his blood;

(b) The person has a concentration of three hundredths of one gram (.03) or more by weight of alcohol per two hundred ten liters of his breath;

(c) The person has a concentration of 4.5 hundredths of one gram (.047) or more by weight of alcohol per one hundred milliliters of his urine.

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

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

CITY OF CLEVELAND

Frank G. Jackson, Mayor

Barbara Langhenry, Director
Department of Law

Deborah Southerington 4/28/14
Deborah Southerington, Director
Department of Human Resources

IUPAT, DISTRICT COUNCIL NO. 6

James Watroba, Business Representative

_____

Nycole West
Labor Relations Manager
Department of Human Resources

Date: _____ Date: _____

ADDENDUM A
CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN
(EFFECTIVE, APRIL 1, 2014)

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

		In-Network
a.	Annual Deductible:	$500 single $1000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$1,250 single $2,500 family
d.	Doctor and other Office visits:	$20.00 Co-pay $30.00 Co-pay (Specialists)
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$20.00 office visit Co-pay, per benefit period): not subject to deductible
	Well Child Care Services including	$20.00 office visit Co-pay,
	Exam and Immunizations (to age nine, limited to a $500 maximum per benefit period):	not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an $85 maximum per benefit period):	100% not subject to deductible
	Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible

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

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

II HMO

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

		In-Network
a.	Co-Insurance percentage:	90% -- 10%
b	No deductible:	
c.	Co-Insurance Annual Out-of-Pocket Maximum:	$1,000 single $2,000 family
d.	Doctor and other treatment visits:	$20.00 Co-pay $30.00 co- pay (Specialists)
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$20.00 office visit Co-pay, per benefit period): not subject to deductible
Well Child Care Services including	$20.00 office visit Co-pay,
Exam and Immunizations (to age nine, limited to a $500 maximum per benefit period):	not subject to deductible

Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
Routine Mammogram (One, limited to an $85 maximum per benefit period):	100% not subject to deductible
Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible
CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100% not subject to deductible
Routine PSA Test:	100% not subject to deductible
Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period):	100% not subject to deductible

III. PRESCRIPTION DRUG

a. Co-Pays:

	April 1, 2014
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
CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN – HIGH DEDUCTIBLE PLAN

		In-Network
a.	Annual Deductible:	$1000 single $2000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$2000 single $4000 family
d.	Doctor and other Office Visits	$20.00 Co-pay $40.00 Co-pay (Specialists)
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 services including exam and immunizations to age 9, limited to a $500 maximum per benefit period:		$20.00 office visit co-pay not subject to deductible
Well-child laboratory tests to age 9:		100% not subject to deductible
Routine mammogram; one per benefit period and limited to $85 maximum:		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 9 and older and limited to one per benefit period		100% not subject to deductible

CA 125 (cancer screening), cholesterol screening, ages 9 and older and limited to one per benefit period:	100% not subject to deductible
Routine PSA test (prostate cancer screen):	100% not subject to deductible
Routine Endoscopic Services, including Colonoscopy and colon cancer screening at age 50 and over, and limited to one per benefit period:	100% not subject to deductible

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

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

April 1, 2014

Mr. James Watroba, Business Manager
International Union of Painters and Allied Trades,
District Council No. 6, AFL-CIO
8257 Dow Circle W
Cleveland, Ohio 44136

Re: Competitive Initiative
City of Cleveland

Dear Mr. Watroba:

The City shall have the right to subcontract services. However, for subcontracting which will result directly in the layoff of employees, the City shall follow the following process: sixty-five (65) calendar days prior to any subcontracting the City shall meet and confer with the Union on no less than a weekly basis and the City will disclose the nature and costs of the proposed contract. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have the right to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to or greater than those the City can achieve through subcontracting, the City will accept the Union's alternative.

Should employees be subject to layoff as a result of the decision to sub-contract, the City will make a good faith effort to assign those employees to vacant positions for which they are qualified or can be trained to become qualified within a reasonable period of time.

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

Very truly yours,
City of Cleveland

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