

CT 1001 NF 2019 *007

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF CLEVELAND

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(CHIEF DISPATCHERS)

Effective April 1, 2016 through March 31, 2019

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**ARTICLE 1
PURPOSE**

This Contract sets forth a complete agreement between the City of Cleveland, hereinafter referred to as the “City” and OPBA, 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**

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

Chief Radio Dispatcher

In the event the Union is recognized as the exclusive bargaining representative of another classification, the parties will immediately commence negotiations with respect to wages and other terms and conditions of employment.

**ARTICLE 3
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 of policy such as the functions and programs of the City, standard of services its overall budget, utilization of technology and organizational structure;

b) Direct, supervise, 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 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 other using specified uniforms or tools of duty;

j) Take actions to carry out 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; and

k) The City shall have the right to subcontract services. However, for subcontracting which leads directly to the layoff of employees, the following procedure shall apply: 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.

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.

In the event the Union cannot successfully compete with the subcontractor, prior to any layoff, the City would submit the names of the affected employees to the subcontractor for his/her consideration. If the employee is not employed, he/she shall be subject to layoff.

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 §4117.08(C) of the Revised Code or pursuant to this Article of this Agreement.

ARTICLE 4 UNION RIGHTS

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

ARTICLE 5 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 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 of this Contract, including any and all disciplinary actions as they relate to alleged violations of this Contract.

ARTICLE 6 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, handicap, disability, or age.

ARTICLE 7
UNION SECURITY AND CHECKOFF

The following provisions shall become effective January 1, 2003 provided that prior to or at any time after that date the Union provides documentation and substantiation that at least 85% of the eligible employees in the Bargaining Unit are dues-paying members of the Union.

a) All non-probationary employees covered by this Contract shall be required to pay dues in an amount determined by the Union. Employees are not required to join the Union as a condition of employment, however, non-probationary employees, after April 1, 1984, shall, during the term, of this Contract, be subject to pay a service fee in an amount not to exceed the Union dues for the purposes of administering the provisions of this Contract.

b) It shall be the responsibility of the Union to establish the amount of such a service fee and to notify all affected employees of the established service fee. The Union shall notify the City of the amount of said service fee, and the names of the affected employees. The Union must provide the City with at least thirty (30) days advance notice of any change in the fair share fee amount or other voluntary contribution amounts. The City shall deduct this amount from the pay of said Chief Dispatcher(s) and remit it to the Union. c) Any employee hired prior to April 1, 1984, who has not joined the Union, by March 31, 1984, shall not be subject to this provision and shall not be required to pay a service fee.

Deductions shall be made during the second pay period of each month, but if an employees pay for that period is insufficient to cover Union dues, the City will make a deduction from the pay earned during the next pay period.

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

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

ARTICLE 8
UNION REPRESENTATION

The City recognizes the right of the Union to select directors to represent employees, upon request on grievances concerning the interpretation or application of this Contract. The Union Director shall be permitted to attend to Union business directly affecting the bargaining unit during his or her regular tour of duty, without loss of straight-time pay or benefits, unless the Commander determines operational requirements dictate otherwise in a particular instance.

During their tour of duty and without loss of straight-time pay, the Union Director shall be permitted to investigate and process grievances, attend disciplinary hearings, and attend no more than three (3) Union meetings with reasonable notice given and for a period not to exceed three (3) hours of his/her scheduled on-duty time. Any Union activity or Union leave shall take into consideration the Department's operational needs and requirements.

An office with an untapped phone line will be available for the use of the Union Director in handling union business.

The Union shall furnish the City with the name of Union Director(s), indicating the shift to which each is assigned, and further, shall promptly notify the City in writing of any changes therein.

The non-employee 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 office. Such visitations shall be for the purpose of ascertaining whether or not this Contract is being observed by the parties, to participate in the adjustment of grievances or to attend other meetings as provided herein. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the City.

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 Union Director or an official representative of the Union; and
- c) Upon request from the Commander or his designee, 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.

Members of the Bargaining Committee for the Employees covered by this Agreement, not to exceed two (2) in number, shall be granted time away from duty without loss of straight-time pay or benefits, for the purpose of negotiating an agreement with the City, or any supplements thereto.

ARTICLE 9 PROBATIONARY PERIOD

New employees shall normally serve a probationary period of ninety (90) calendar days. The City may extend an employee's probationary period for up to ninety additional calendar days. Any employee not successfully completing their probationary period shall return to their prior position as a police dispatcher. Demotion of an employee prior to completion of the probationary period shall not be subject to the Grievance Procedure herein contained. Employees will be eligible to utilize accrued benefits during this probationary period. Any proficiency testing shall be conducted, to the extent reasonably possible, at a similar time of day and at similar workload levels. This article has no application to employees discharged for cause during their probationary period.

ARTICLE 10 SENIORITY

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.

City employment seniority shall be defined as an employee's continuous length of service, effective from date of hire. City employment seniority would be applied as described in other provisions of this Contract. An employee's time spent as a temporary appointee shall be included in calculating his or her job classification and City employment seniority for purposes of all seniority bidding within the unit. City employment seniority is suspended for non-FMLA leaves of absence in excess of sixty (60) calendar days.

At the conclusion of two (2) years of service, temporary employees shall automatically become regular certified employees. Where more than one employee was hired at the same time, relative seniority shall be established by department seniority and then by City seniority.

City employment seniority shall be terminated when an employee:

- a) Resigns or quits;
- b) Is discharged for just cause;
- c) Is laid off for a period of more than twenty-four (24) consecutive months;
- d) Is absent without leave for three (3) consecutive working days, that employee will be considered to have voluntarily quit. After the third consecutive day, if the employee alleges

that he or she called in the tapes upon which any call should appear shall be made available to the Chief Steward; or

- e) Fails to report for work when recalled as provided in Article 11.

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

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

ARTICLE 11 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:

- 1) Temporary employees;
- 2) Regular/Certified employees.

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

Regular full-time employees shall be given a minimum of fourteen (14) workdays advance written notice of lay-off indicating the circumstances which make the lay-off 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 lay-off.

Employees shall be notified of recall by certified mail addressed to the employee's last known address as shown on the City's records. If an employee fails to accept recall within fourteen (14) calendar days of the date of receipt of the recall notice or the date on which the certified mail notice is returned to the City, he or she shall be removed from the layoff list and shall forfeit all seniority rights, including recall rights.

Any Chief Dispatcher who is a "civil service regular" dispatcher, who is laid off, shall be permitted to fill a vacancy in the dispatcher job classification. If no vacancy exists, he/she shall be permitted to bump the least senior dispatcher based on the Chief Dispatcher's years of seniority as a Dispatcher and Chief Dispatcher (exclusive of breaks in service).

ARTICLE 12
LEAVES OF ABSENCE

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

- a) If the funeral is within Ohio — 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 a funeral form and must attend the funeral, and the failure to do so, or a misrepresentation of facts related to a funeral leave, shall be proper cause for disciplinary action (including forfeiture of pay for the leave).

Jury Duty. 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) An employee must 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.

The V-Days of employees on jury duty will be adjusted to fall on days other than jury duty days. However, employees shall not be entitled to overtime as a result of such adjustment.

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 four-four (24) hours in advance.

Military Leave. 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.

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.

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.

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:

1. 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
2. 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 this section. Employees on Military Leave who thereafter return to employment with the City shall receive retirement and longevity credit for all time spent in active military service.

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

Education Leave. Upon reasonable notice, an employee may be granted a leave of absence with or without pay for educational purposes relating to the operations of the City, per current City policy.

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) 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* postpartum periods).

b) Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed the first ninety (90) days of 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 hour prior to the employee's scheduled starting time on the first day of the absence on account of sickness. Absences not reported as stated above may be excused by his employer if the appointing authority or his designee determine that there were unusual circumstances which were beyond the employee's control. An employee is required to either call in on each day off or he may notify the City of the tentative length of his absence.

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

The validity of all medical excuses and 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.

e) 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 of pay for each three (3) days of unused accumulated paid sick leave. The hourly pay rate used shall be the last three (3) year average of earnings, overtime and longevity pay divided by 2080 hours. Once sick leave is converted upon retirement, all then-accumulated sick leave is forfeited.

f) 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.

g) An employee who is hurt on the job shall have the option of using paid sick leave or furlough.

h) Except where an injury or illness is alleged to be covered under Workers' Compensation and except where an employee is on an approved medical leave of absence, employees who have exhausted their accumulated sick leave shall be required to use accumulated H-days, compensatory time, P-H days and furlough time, in an order determined by the affected employee. An employee required to use furlough time may use it in increments of one (1) day and may choose which day of furlough is being used, but all of the days of a particular furlough period must be exhausted before selecting days from another furlough period.

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 period), 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 period), 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 of the progress of his or her illness, injury or pregnancy (including post-partum recovery period), as circumstances allow. Any employee who has been on sick leave for beyond three (3) consecutive work days may be required to submit to and pass a physical examination before being permitted to return to work.

Personal 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.

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 is granted, the City may cancel the leave, direct the employee to return to work, and impose disciplinary action up to and including discharge.

An employee who fails to report back to work at the end of a leave of absence shall be considered to have voluntarily resigned, unless a timely request for extension is pending or the City has not cleared the employee to return.

Except when on military leave, an employee in any unpaid leave of absence does not accrue credit toward furlough, paid sick leave, step raises, longevity or P.E.R.S. However, no employee shall lose previously accrued credit by operation of the preceding sentence.

Family and Medical Leave Act. Any paid or unpaid leave granted by the City which is based upon reasons which would qualify for use of leave pursuant to the Family and Medical Leave Act may be charged against an employee's entitlement for FMLA leave, provided that the employee is notified as required by the FMLA.

Upon request by a bargaining unit member, the member's current status as to time-off available and used, as kept by CCS supervision, will be provided within one working day.

Medical excuses presented by an employee will be received and kept by the City.

ARTICLE 13
ASSIGNMENT OF WORK - TEMPORARY TRANSFERS

All employees shall be required to perform any and all authorized temporarily assigned duties, regardless of their usual or customary duties or job assignment. A temporary transfer shall not exceed thirty (30) working days, except (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence, (2) to provide furlough relief scheduling, (3) to fill an opening temporarily pending permanent filling of such opening, or (4) to meet an emergency situation. The employee shall be given a written notice of said transfer if the work assignment exceeds eight (8) hours. When an employee is temporarily transferred to another job classification he shall receive his regular rate of pay even if the rate of pay for such other classification is lower than his regular rate.

Where a sergeant is not on the floor for four (4) hours or more during a Chief Dispatcher's shift, the Chief Dispatcher (limited to one per shift and rotated among Chief Dispatchers by seniority) shall receive an additional one-half (2) hour of compensation at straight-time. This provision shall not apply in the event of a permanent re-assignment of sergeants from the radio room.

ARTICLE 14
JOB EVALUATION AND DESCRIPTION

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

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

If a substantial change in a job occurs, the Union may ask for a meeting with the City to discuss the situation. The Union, at this meeting, must demonstrate a significant change as relates to the skill level now required of the existing classification which would warrant an increase in pay. If the City agrees, a new rate shall be agreed to. If an agreement cannot be reached, the matter may be submitted to arbitration as provided in Article 31 for the purpose of determining a rate of pay.

ARTICLE 15
SHIFT PREFERENCE

If a vacancy on a shift occurs as determined in the sole discretion of the City, employees will be permitted to bid on that vacancy on the basis of seniority. The City retains the right to train new-hires on a particular shift before allowing bidding on the vacancy.

In October of each year all positions on all platoons shall be posted for bid on the basis of seniority. Changes shall be effective no later than January 1 of the following year. Notwithstanding the above requirement, the City reserves the right to reassign employees based upon operational need. Such reassignment shall not be arbitrary or capricious.

ARTICLE 16 HOURS OF WORK

The City reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours.

The normal workweek for regular full-time employees shall begin at midnight Sunday and shall end at midnight the following Sunday.

The City shall retain the right to determine weekly and daily work schedules and the number of shifts required.

Individual notification of any changes in shift scheduling shall be provided to all employees and the Union at least forty-eight (48) hours in advance of the changes unless operational needs dictate otherwise.

Employees shall be scheduled according to operational needs on regular work shifts. The normal workday for employees shall consist of eight (8) hours of work, inclusive of thirty (30) minutes of time allotted for meals and two (2) fifteen (15) minute breaks, with regular starting and quitting times. In the normal year, employees will average two thousand eighty (2,080) hours of work. The employees' yearly salary, divided by 2080 is the employee's hourly regular rate of pay.

Employees shall receive their salary in equal biweekly amounts. Said fixed salary is compensation (apart from overtime premiums) for all regularly scheduled hours worked. Said fixed salary is intended to compensate employees at straight time rates for all regularly scheduled hours worked.

The City will deduct eight (8) hours of time from the compensatory time bank of an employee who receives more than one hundred and five (105) V-days in a calendar year. If an employee has no compensatory time banked at the end of the calendar year, the City will deduct the first eight (8) hours of compensatory time the employee earns in the new calendar year. If an employee receives fewer than one hundred and five (105) V-days in a calendar year, the City will: (a) allow the employee to request an extra eight (8) hour day off during the calendar year subject to the approval of the City; or (b) (if the employee does not take the extra day off during the calendar year) credit the employee with eight hours of compensatory time at the end of the calendar year.

Employees shall be compensated for overtime hours in accordance with the Fair Labor Standards Act.

The parties to this agreement agree that these provisions are in compliance with the provisions of the Fair Labor Standards Act. The City reserves the right to modify these provisions if, in the City's opinion, such modification is necessary to bring the City into compliance with the Fair Labor Standards Act.

The City shall pay employees a shift premium of thirty-five cents (\$.35) per hour for any hours worked on second or third shifts. No shift premium will be paid for any hours worked on first shift. For purposes of determining shift premium, shifts are defined as follows:

1st Shift: An employee for whom the majority of his normal hours of work fall after 7:30 a.m. and before 2:00 p.m.

2nd Shift: An employee for whom the majority of his normal hours of work fall after 3:00 p.m. and before 12:30 a.m.

3rd Shift: An employee for whom the majority of his normal hours of work fall between 12:30 a.m. and 7:30 a.m.

Employees rotating between all three shifts shall receive a shift premium of thirty-five cents (\$.35) per hour. All shift premiums are paid on a straight-time basis only.

All employees in the job classifications covered by this contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) hours in one day.

All employees in the job classifications covered by this Contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on holidays.

Paid holiday hours and paid vacation hours shall be counted as hours worked, sick leave shall not, for the purpose of computing overtime unless the holiday hours or vacation hours are not part of the employees regular work week. If an employee is in a six (6) or seven (7) day operation and is regularly off on Monday, and the holiday falls on Monday, and the employee works full days Tuesday through Saturday, his regular work week, the employee shall receive an H-Day on the books.

**ARTICLE 17
DOCKING**

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

**ARTICLE 18
OVERTIME**

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

Employees who have a period of unpaid leave (excepting FMLA leave) are ineligible to work available overtime for a period of twenty-four (24) hours after returning from unpaid leave unless all other Chief Dispatchers have refused specific, available overtime hours. Notwithstanding this provision, the City may, in its discretion, require an employee to work overtime according to its policy.

**ARTICLE 19
EQUALIZATION OF OVERTIME**

Where a Chief Dispatcher is assigned to train a sergeant or during a newly appointed Chief Dispatcher's probationary period assignment to the Communications Control Section, the Chief Dispatcher will be compensated with one and one-half (1 ½) hours of compensatory time whenever the Chief Dispatcher is so assigned for more than four hours during a single eight (8) hour shift. This provision will also apply to the Training Chief Dispatcher designated by the City when he/she is engaged in formal training of newly appointed Police Dispatchers for more than four (4) hours during a single eight (8) hour shift.

The Chief Dispatchers shall receive in-service training of not less than eight (8) hours annually.

The parties agree that employee overtime opportunities will be offered as follows:

- A. In the event of Emergency Overtime (fewer than sixteen (16) hours' notice), overtime will be offered in the following order:
 - 1. To the employee from the shift preceding the overtime shift next in seniority after the last employee from that preceding shift to work overtime and then by seniority from the preceding shift.
 - 2. By bargaining unit seniority starting after the last employee from any other shift to work overtime.

- B. In the event of Anticipated Overtime (sixteen (16) or more hours' notice), overtime will be offered in the following order:

1. To the employee from the shift on which the overtime occurs who is next senior to the last employee from that shift to work overtime and is scheduled for a V-day on the date of the overtime.
2. To the employee from the shift on which the overtime occurs who is scheduled for a furlough on the date of the overtime.
3. By unit seniority starting after the last employee from any other shift to work overtime.

Only after all employees have been offered the overtime as set forth above can the City offer the overtime to another bargaining unit.

All non-emergency overtime shall be voluntary, and an employee shall have the right to refuse an overtime assignment, except for emergencies; provided that an employee will be excused for personal reasons if a replacement can be obtained in time to meet the City's emergency. In declared emergency situations, employees may be required to work overtime in other than reverse seniority order. For the purpose of this paragraph, an emergency is defined as impairment to City services or operations, which cannot be delayed until the beginning of the next regular workday or shift.

The City is not required to offer overtime on a seniority basis when an employee is requested to continue working for a reasonable time to complete a specific task.

ARTICLE 20 HEALTH COVERAGE/HOSPITALIZATION

Hospitalization/Surgical. The City agrees to provide single or family coverage whichever is applicable, for each eligible employee enrolled in any of the health coverage plans under the terms and conditions set forth in this Article and in accordance with Addendum A (summary description of benefits effective January 1, 2019). There shall be no duplicate coverage if both spouses are on the City's payroll.

The City shall have the right to change insurance carriers or self-insure provided that benefits levels remain substantially the same.

Furthermore, on the aforementioned plans, dependent coverage shall be limited to members of the employee's immediate family (i.e., spouse and children).

All members shall contribute or, any hospitalization/medical, prescription, dental and vision plans offered by the City and such contributions shall be deducted from the member's wages as follows:

Effective January 1, 2019:

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

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)	6%	5%	10%	9%

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

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

The screening shall also require a blood sample to measure:

- Total cholesterol
- High-density lipoprotein (HDL)
- Glucose

Low-density lipoprotein (LDL) (available only with the fasting test)
Triglycerides (available only with the fasting test)

The discount shall take effect the month following the employee's satisfaction of these screening requirements. The City shall 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.

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 outpatient 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.

Smoking Cessation: The City reserves the right to implement a smoking-cessation policy during the life of the Contract.

Life Insurance. During the term of this Contract, the City shall provide all unit employees with Group Insurance In the amount of \$15,000.00.

Provisions for conversion at the time of retirement or other termination shall be in accordance with the provisions set for other employees.

Dental Insurance. All regular full-time employees and dependents will be covered for Dental Care.

Eye Care Insurance. All regular full-time employees and dependents will be covered for Vision Care.

ARTICLE 21 PAY DAY

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

At the employee's option, the employee may be paid either by direct deposit or, if approved by the employee, payroll debit card.

When an employee works a scheduled holiday and is entitled to receive time and one-half his or her regular rate of pay for the time spent working on the holiday, the employee shall receive pay for that holiday with the next scheduled pay.

ARTICLE 22 COMPENSATORY TIME

As each occasion arises, employees shall be given an opportunity to choose whether to receive pay or compensatory time for overtime hours worked and for hours worked on a holiday, provided, however, that the City may elect to require cash payment for such hours worked on a bargaining-unit-wide basis.

Compensatory Time may be accumulated at each employee's discretion up to a maximum of 480 hours. Compensatory time shall be used upon reasonable request by the employee and if operational needs can be met. However, each employee shall receive two (2) shifts off for Compensatory Time each month, even if it causes overtime and if operational needs can be met. Compensatory time shall be paid out at the employee's then prevailing wage rate:

- a) Upon discharge, resignation or layoff, or
- b) Upon death of the employee to the employees estate.
- c) The City agrees to budget six thousand and five hundred dollars (\$6,500) in each calendar year, effective January 1, 2019, from which employees may cash out their accumulated Compensatory Time. If the requests exceed the amount budgeted in any calendar year the requests shall be granted on a *pro rata* basis.

ARTICLE 23 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 1 of that year and the employee must have been in a pay status at some time between January 2 and March 1 of that year.

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

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
After 30 years	900.00

**ARTICLE 24
UNIFORM ALLOWANCE**

All regular full-time employees in the job classification of Chief Radio Dispatcher shall receive an annual uniform credit of Three Hundred Fifty Dollars (\$350) and cash uniform maintenance payment of Four Hundred Dollars (\$400) in 2019. Uniform maintenance payment to retirees may be prorated based upon the employee's date of retirement.

The City will provide a two hundred and twenty-five dollars (\$225.00) one-time uniform allowance paid to any employee promoted to the Chief Dispatcher position.

An employee must be on the City's active payroll at the time of payment. Newly hired employees shall receive their payment after successful completion of their probationary period.

Employees provided uniforms, a uniform allowance, or safety equipment shall report to work properly attired and equipped. Failure to do so will result in discipline. All clothing and uniforms shall be picked up by the date designated in the Divisional Notice.

**ARTICLE 25
HOLIDAYS**

All regular full-time employees shall be entitled to eleven (11) paid holidays as follows:

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

Employees are entitled to two (2)-floating holidays in each calendar year. At each employee's option, unused floating holidays shall be paid out or credited to accumulated compensatory time at the end of 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 the last scheduled non-vacation, non-personal day work day before and the first scheduled non-vacation, non-personal day workday after the holiday.

Family Days: Beginning upon ratification in 2011, employees may request one (1) day off, and commencing January 1, 2012, up to two (2) days off per calendar year for graduation, wedding or religious ceremony or similar family event (e.g. communions, bar mitzvahs), and will give at least five (5) days written notice of said request to the City. Such day off shall be granted unless a conflict exists with the emergency operational needs of the Bureau. Employees shall use their accumulated compensatory time, earned H-days and PH days, but not sick-time, for the day off. A family day request shall have priority over all other time-off requests and will be granted based on order of request. In the event that more than one employee requests the same day off and the requests are made during the same shift, the Family Day will be granted based on seniority.

Observance. New Year's Day, Independence Day, and Christmas Day shall be observed on the day on which they actually occur.

ARTICLE 26 FURLOUGHS

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

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

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

1) Any employee who has completed less than one (1) year of continuous employment by December 31 of the previous year shall receive one (1) workday off for each month worked prior to December 31 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 furlough for that month.

2) For furlough 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 paid sick leave.

3) 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.

4) An employee who is laid off and is 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.

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

6) 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.

7) 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 furlough leave at the rate for which he is eligible based on length of service as follows: 1 day per month, not to exceed ten (10) days; eight (8) years, but less than twelve (12) years' service -- 1-1/2 days per month, but not to exceed fifteen (15) days; twelve (12) years, but less than twenty-two (22) years' service -- 2 days per month, not to exceed twenty (20) days; twenty-two (22) years' service -- 2-1/2 days per month not to exceed twenty-five (25) days.

8) An employee may use any furlough earned prior to December 31st of the preceding year. Furlough being earned currently in any calendar year may not be used until after December 31st of that year.

9) Furlough 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.

10) If an employee is laid off or terminates prior to taking his furlough earned but not used for the previous year, he shall be paid in full for that furlough time in addition to receiving pro-rata furlough earned during the current year in which he terminates.

11) The estate of a deceased employee shall receive payment for any unused leave, including pro-rata furlough earned during the current year for which the employee was eligible at the time of death.

12) Any employee eligible for furlough 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 furlough time (earned but not previously taken).

13) A returning serviceman may be entitled to his furlough 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.

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

15) Employees may take their furlough during the calendar year at the convenience of the City. During the last quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by the City their furlough preferences. Once the departmental furlough schedule is determined, it shall not be changed without the consent of the involved Chief Dispatcher(s) except in response to an operational emergency. Any employee who fails to make his furlough application during the appropriate period will be given his furlough leave without regard to seniority, based upon when his application was made. Where unusual circumstances arise the City will consider requests for furloughs to be taken in one (1) day increments.

16) Furloughs of one (1) week or longer which have been vacated thirty (30) or more days before they are scheduled are available for bid on a seniority basis to the other employees on that shift.

17) After twenty-two (22) years of service, an employee, with the approval of the Chief of Police, may work his/her furlough at straight time and be paid for it in the same pay period in which the furlough was worked. If the employee exercises this option, no compensatory time may be used by the officer as vacation time off during the work period that this option is exercised.

18) Requests to use up to two (2) days of compensatory time in conjunction with a furlough shall be given priority over other requests to use compensatory time (except for Family days).

ARTICLE 27 CALL-IN PAY AND COURT PAY

An employee who is required to appear in court or to work at a time when he is not regularly scheduled to report for work or at a time not contiguous to the employee's shift shall be

guaranteed a minimum of three (3) hours of pay at his applicable rate of pay. This rate shall be increased to four (4) hours of pay if the employee worked the previous night shift.

**ARTICLE 28
DISCIPLINE**

Discipline is defined as any verbal or written warning, suspension, discharge demotion, or reduction in pay. No discipline shall be imposed except for just cause. An employee who is disciplined must be charged within fourteen (14) 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). An employee shall be considered to have been charged” when he or she receives written notification of the specific conduct or activity being investigated or evaluated to determine whether there has been a violation of any City rule, order or policy. The notification will be specific as to time, place, assignment and conduct or activity under investigation or evaluation. Employees so notified shall be given written notice of the disposition of the investigation or evaluation within a reasonable time following receipt of the notice of investigation and shall be advised of the status of an investigation or evaluation upon request. Employees will be notified that formal charges are not being brought within ten (10) days of such a determination. Where it was agreed that it is likely that notification would prejudice an ongoing criminal investigation, notification may be delayed no longer than fourteen (14) days following the conclusion of the criminal investigation. In the case of suspension or discharge, the employee has a right to have a Union Director present and upon request, will be permitted to discuss his suspension or discharge in an area provided by the City before he is required to leave the premises. If a Union Director 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. Upon request by the employee, a copy of the written notice will be given to the Union. All suspensions shall be for a specific number of consecutive workdays. Any disciplinary action taken as a result of an employee's violation of the No-Strike Section shall not be appealable through the grievance procedure.

When computing days of suspension, holidays shall count as working days. However, in those instances where a disciplinary suspension causes an employee to be in inactive pay status on the last workday prior to the holiday, such employee shall not be entitled to holiday pay in accordance with the holiday section.

The City shall not consider, as a basis of progressive discipline, any reprimand, suspensions, or other disciplinary action which, occurred more than three (3) years previous.

No work rules shall be implemented unless they have been posted in a conspicuous place for at least three (3) days and the Union Director has been notified in writing. If it is necessary to implement a work rule in less than this three (3) day period, such work rule shall be effective

upon notification to the Union Director, but shall nevertheless, be posted for at least three (3) days.

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 meet and confer with the Union regarding the policy.

The Chief can administer discipline up to and including ten (10) day suspensions. Stronger discipline is administered by the Safety Director.

Employees can be subject to immediate discharge for, including but not limited to the following offenses:

- 1) Theft of City property;
- 2) Conviction of an offense related to the sale of drugs; and
- 3) Conviction of two (2) DUI offenses within a two (2) year period for employees who regularly drive City vehicles.

All employees are required to notify the City within ten (10) calendar days of the date on which they knew that they were criminally charged with, convicted of, arrested or issued a warrant for:

- 1) A felony, or
- 2) A misdemeanor. Exempt from this provision are minor misdemeanors as defined in the Ohio Revised Code if they do not involve alcohol, drugs, other controlled substances or use of a computer.

Failure to notify the City may result in discipline.

Work rules shall be uniformly applied to all employees in the bargaining unit.

ARTICLE 29 PERSONNEL RECORDS

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 three (3) years old at the time discipline is being considered shall not be

used as a basis for progressive discipline. The signing of any materials to be placed in an employee 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 30
MANAGEMENT/LABOR COMMITTEE**

A Management/Labor Committee shall be convened upon request to discuss mutual areas of concern at least 2 CD in attendance.

**ARTICLE 31
GRIEVANCE PROCEDURE**

A grievance is a written claim or complaint arising under and during the term of this Contract filed by an employee or a group of employees (involving a single common issue or event) covered by this Contract with regard to the interpretation or application working days” shall be Monday through Friday, except holidays as provided in this Agreement.

An employee who believes he has a grievance has a right to notify his union representative of the situation and discuss it however, proper regard for the City's operational needs and prior authorization of the supervisor is required. Every grievance must be dated and signed by the employee and the steward, must set forth the complete details of the grievance including the prevision(s) allegedly violated, the history of the occurrence (date, time, etc.,) and the relief requested. Nothing in this procedure shall prevent an employee from discussing the matter with his Supervisor(s) in an attempt to resolve any problem. It is the intent of the City and the Union to share information pertaining to grievances at all Steps of the grievance procedure.

Whenever any employee is subjected to interrogation by any departmental personnel for reasons that could lead to disciplinary action, the employee shall be apprised of the nature of the investigation and may contact a union officer to be present. This does not include criminal investigations, unless the interrogation is being conducted by, or under the auspices of, the Internal Affairs Unit or a similar body. If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure beginning at Step 3.

Step 1. A grievance shall be presented to the employees Communication Control Section Commander within ten (10) calendar days after the event giving rise to said grievance. The Bureau Of Communication Commander or his designated representative will meet with the steward and/or the local Union officer (the City or the Union may request the presence of the grievant) within seven (7) calendar days from receipt of the grievance in an effort to resolve said grievance and shall render an answer in writing within five (5) calendar days of the Step 1 answer, Grievances concerning payment of wages or discharge may be filed at Step 3 within the ten (10) calendar day time limit.

This answer shall set forth in detail the settlement reached between the parties. Agreement on this settlement shall be noted by both parties in writing on the grievance form. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

Step 1-A. Any disciplinary action involving suspension of four (4) working days or more or a disciplinary reduction in rank or pay may be appealed to the Civil Service Commission in accordance with its rules and regulations. An employee may choose to appeal such disciplinary action by filing either a grievance or an appeal to the Civil Service Commission but in no case shall an employee be permitted to utilize both procedures. If an employee does not file a grievance within the ten (10) calendar day time limit or files an appeal through both the grievance procedure and the Civil Service Commission, the employee shall be deemed to have chosen to appeal to the Civil Service Commission. Decisions of the Civil Service Commission are not appealable through the grievance procedure.

Step 1-B. Grievances may be filed within the ten (10) calendar day time limit at the management level at which the decision or discipline being grieved was made, or at the Step above that level if that level is not a Step in the grievance procedure.

Step 2. If a grievance is not satisfactorily settled at Step I of the grievance procedure, the Union may appeal the grievance in writing to the employee's Director or his designated representative within seven (7) calendar days of the Step 1 answer. The Director or his designated representative shall meet with the local Union President and/or local Union officer(s) within seven (7) calendar days after receipt of the written appeal. The City or the Union may request that the grievant also be present. The Director or his designated representative will render an answer in writing within fourteen (14) calendar days after the Step 2 meeting. The answer will set forth in detail the settlement reached between the parties. Agreement on this settlement shall be noted by both parties in writing on the grievance form. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the Union may appeal the grievance in writing, with the grievance history, to the City's Labor Relations representative within fourteen (14) calendar days of the Step 2 answer. The City's Labor Relations representative will meet with the Union's business representative local Union President, and/or local Union officer(s) within fourteen (14) calendar days from receipt of the written appeal. The City and the Union shall not have more than two (2) representatives, respectively, at these meetings.

The City will render an answer in writing to the Union business representative within thirty (30) calendar days from the Step 3 meeting, with a copy provided to the local Union President.

Step 4. Any grievance not satisfactorily settled at Step 3 may be submitted for arbitration. Such must be submitted in writing within thirty (30) calendar days of the Step 3 answer. The selection of an arbitrator shall be by agreement or under the auspices of AAA.

The parties shall bear equally the fees and expanses of the arbitrator. The aggrieved employee, local Union officer, local Union President and/or any necessary witness will not lose regular straight-time pay for time 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 twenty-four (24) hours prior to the hearing.

In instances where the City objects to arbitration, and the Union chooses to proceed, the first question to be placed before the arbitrator will be whether or not the alleged grievance related to specific provisions covered by the Contract and/or whether or not the grievance has been timely processed and is, therefore, arbitrable. If the arbitrator rules that the grievance is not arbitrable, the grievance will be considered concluded at that point in favor of the City.

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.

The arbitrator's decision shall be rendered to both parties in writing within thirty (30) days and shall be final and binding on both parties. The arbitrator shall have no authority to: add to, subtract from, disregard, or modify any provisions of this Contract, and shall confine his decision to the express issue(s) put before him by the parties relating to express terms and provisions of this Contract. An arbitrator may rule on the validity of a verbal or written warning, if it is presented on the basis for further progressive disciplinary action.

Enforcement of Award. Arbitration awards shall be implemented in good faith and within a reasonable time after their issuance, or after any good faith appeals of an award are completed. Where a party has failed to implement or appeal an award in good faith and/or within a reasonable time, that party shall bear the court costs and/or arbitrators fees of the other in any subsequent proceedings to mandate compliance with the award.

A grievance, which is untimely filed or untimely appealed by the Union, may be denied on that basis.

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

Computation of Time. For purposes of this section, timeliness is counted as working days from the date of the incident, 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 the parties. The date of occurrence of the event causing time to run is not counted in the computation of any time limit. The last day of the period is included in

the computation of the time limit. If the last day of a period is not a regular business day, the time period runs through the end of the next regularly scheduled business day. For the purposes of this section, 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 (“SERB”). In the event an unfair labor practice is determined by the SERB, the City will not subsequently impose discipline except as recommended by SERB. The City shall not lock out any employees for the duration of the Contract.

ARTICLE 32 STRESS UNIT

Employees shall be given access to any stress unit to which uniformed safety personnel have access. 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 so involved or exposed an unpaid or paid administrative leave. Employees may use their own or donated accumulated time to maintain income during an unpaid administrative leave. The determination and the final decision of the use and duration of an administrative leave and whether it is paid or unpaid will be made by the City. (All correspondence is confidential)

ARTICLE 33 PAID TIME OFF DONATION

Bargaining unit members may donate accumulated sick time to eligible bargaining unit members under the following conditions:

1) **Eligible Employees.** Any bargaining unit member who has a serious medical condition as defined by the FMLA, has exhausted his/her own sick leave, vacation, holidays and compensatory time and who has not been within the steps of the Attendance Policy during the last twelve (12) months will be eligible for donations.

2) **Eligible Donors.** Any member of this bargaining unit may donate up to a maximum of forty (40) hours per donation and up to eighty (80) hours total per year to members of this bargaining unit or the CPPA-Civilian bargaining unit. In order to make a donation, an employee must have a sick leave balance of one hundred (100) hours immediately following the donation and must sign a written contribution agreement with his/her union representative subject to final approval by the City's Office of Labor Relations.

3) **Donations.** Eligible recipients may request sick time donations by completing and signing a Request for Donation form and submitting the form to a Union officer. The Union officer will then present the form to Labor Relations. Requests for donations shall be posted on

the bulletin board in the Communications Control Section for a period not to exceed seven (7) days. Donations will be deducted from the donors accumulated sick leave time at his/her hourly rate and credited to the account of the recipient at his/her hourly rate. Donations are irrevocable.

4) **Indemnification.** The Union shall indemnify and hold harmless the City from any damages, liabilities, obligations, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, arising from or attributable to any act or omission of the City or any employee thereof in administering this provision except as pertains in the normal course of the grievance/arbitration provision of this Agreement, and except in those cases where donor and recipient eligibility requirements have been met and donation has otherwise not been approved by the City.

ARTICLE 34 DRUG/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 safety and welfare and to the employees of the Police division. 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) The term “drug” includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.

(b) The term “illegal drug usage” includes 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) The term “drug test” means a urinalysis test consisting of an initial screening step and a confirmation step employing the gas chromatography/mass spectrometry (GC/MS) method utilizing urine samples collected according to collection methods and chain of custody procedures consistent with United States Department of Transportation (“D.O.T.”) regulations.

(d) The term “Misuse of Alcohol” means the use or possession of ethyl or methyl alcohol in the workplace, or testing positive (as defined in paragraph (e)) for the presence of alcohol in an employee's system while at work.

(e) The term “Alcohol Test” means a breath analysis 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 a 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 employee's 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. In 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.

(f) "Voluntary Participation in a Dependency Program" means in the absence of a positive test result or a request to take a drug/alcohol test, an employee seeks the professional assistance of a treatment program supervised by the Medical Director and/or members of the Employee Assistance Unit or pursuant to another City program such as Recovery Resources and/or a program covered by the employee's insurance plan.

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 on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of the 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 until this information has been provided.

4) **Basis for Ordering an Employee to be Tested for Drug/Alcohol Abuse.** Employees may be tested for drug/alcohol abuse misuse during working hours under any of the following conditions:

(a) Reasonable Suspicion. Where there is reasonable suspicion that the employee to be tested is using or abusing illegal drugs or alcohol while on duty. Such reasonable suspicion must be based upon objective facts or specific circumstances which present a reasonable basis to believe that an employee is using alcohol or illegal drugs in violation of this policy. 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 substance abuse by the employee involved. The listing of these examples is not intended to exclude other situations which may give rise to reasonable suspicion of abuse. A supervisor ordering an employee to take a drug/alcohol test shall give the Chief of Police, in writing, his/her "reasonable suspicion" reasons for ordering the test. A copy of the "reasonable suspicion" reasons shall be provided to both the employee and the Union upon request.

(b) For Random Testing. The term "Random Testing" means employees, during their normal tour of duty, 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 members covered by the contract during a calendar year beginning January 1 (if testing commences later than January 31, the number of tests taken shall not exceed a pro-rated amount of 25% of the members). Such test shall be reasonably spread throughout the year. Member(s) notified of their selection for random/drug alcohol testing shall proceed immediately to the collection site. A member who is on a regularly scheduled V-Day, furlough Day, already absent due to illness or injury, on Compensatory Time Off (approved before the member was scheduled for testing) or under subpoena from a Court, shall be excused from testing, but will remain subject to future random testing.

(c) Prior to a return to duty after participation in a substance abuse rehabilitation program regardless of the duration of the program, and following an employee's return under these circumstances wherein the employee shall be required to undergo three (3) unannounced urine tests within the one-year period starting with the date of return to duty.

(d) Post-accident Testing. For an employee involved in an accident resulting in a personal injury or one thousand dollars (\$1,000.00) or more of property damage.

Prior to obtaining a drug/alcohol test from an employee as set forth in sections (a) through (d) above, the City shall instruct the officer that the results of the drug/alcohol test can result in termination from employment.

5) **Urine Samples.** Specimen collection will occur in a medical setting and conform to D.O.T. regulations. The procedures should not demean, embarrass, or cause physical discomfort to the employee.

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 employees tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered unless a Union representative is unavailable when the test is to be conducted and any further delay will potentially compromise the validity of the test results.

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

- (i) Initial screening step, and
- (ii) Confirmation step.

The urine sample is first tested using a screening procedure. (EMIT or an equivalent test). For a specimen testing positive, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test (or an equivalent test) will be used. 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 also be entitled to the same confidentiality. An 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) **Medical Review Officer**

The City shall maintain a Medical Review Officer (“MRO”). The MRO shall review any positive test results before a determination is made regarding a violation of this policy. The MRO will be available to discuss the test results with the employee.

8) **Disciplinary Action**

(a) **Drugs.** Employees who as a result of being drug tested on the basis of reasonable suspicion are found to be using illegal drugs shall be subject to dismissal. Employees who test positive for illegal drugs pursuant to a random test or who are found to be abusing drug(s) which have been legally prescribed shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the Medical Director and members of the Employees Assistance Unit. Any employee who tests positive for a second time pursuant to a random test or who is found for a second time to be abusing drugs which have been legally prescribed shall be subject to dismissal.

(b) **Alcohol.** An employee who tests positive for alcohol shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the Medical Director and members of the Employees Assistance Unit.

An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline up to a three (3) day suspension (but is also subject to additional discipline for other rules violations).

Any employee testing positive for alcohol for a second time shall be subject to dismissal.

(c) Refusal to submit to a drug/alcohol test, or adulteration of, or switching a sample shall also be grounds for dismissal.

9) **Right to Appeal.** An employee disciplined as a result of a drug test has the right to challenge such discipline beginning at Step 3 of the grievance procedure.

10) **Voluntary Participation in a Dependency Program.** Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Medical Director and/or members of the Employee Assistance Unit or through another City program such as Recovery Resources and/or a program covered by the employee's health insurance plan. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Participation in a dependency program is voluntary and strictly confidential. Under provisions of GPO 25-85, neither the City administration, the Division of Police nor any unit or entity within the City shall have access to the program's files and records. However, the Chief of Police or his designee of the Medical Unit shall be advised when an employee is hospitalized or is an outpatient as part of drug dependency rehabilitation. Also, upon written request of the participating officer, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

11) Illegal drug use or alcohol misuse or participation in any substance abuse dependency or rehabilitation program will not preclude disciplinary action against employees for any law or rule violation even though such law or rule violation may have been connected in part with drug/alcohol abuse, and/or even if the rehabilitation program is voluntarily undertaken.

12) The Union shall be indemnified and held harmless for the violation of any employee's constitutional, common law, or statutory rights. The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

13) The Union shall be permitted reasonable access to all records, facilities, documents, and procedures necessary to enable it to properly and effectively monitor all aspects

of this program, and shall in no event be excluded from any procedure where Association presence is requested by an employee, (and a representative is readily available), or be denied access to any records which an employee has requested be provided to the Association and to which an employee is entitled to have access. The City shall provide the Union on an annual basis, a list of employees tested and the date of each test.

**ARTICLE 35
LEGALITY**

In the event that any portion of this agreement is found by a court to be unlawful, the remainder of the Agreement shall not be affected, and the City and the Union shall promptly meet to negotiate a lawful alternative provision.

**ARTICLE 36
MEDIA**

Unless required by applicable law, the City shall not disseminate the names, addresses, telephone numbers or other personal data of a bargaining unit member. Reasonable notice will be provided to bargaining unit members prior to filming, taping or interviewing by the media.

**ARTICLE 37
PARKING TICKETS**

Employees who fail to pay moving violation fines and/or parking tickets/fines on City vehicles 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 38
WAGES**

Employees shall be compensated as follows and maintaining the differential over the Police Dispatcher annual rate identified for each step in the pay scale:

Years in Position	Differential 4/1/16 to 3/31/17	Differential 4/1/17
Start	10%	10%
After 1 Year	12.5%	12.5%
After 2 Years	14.8%	15%

Wage increases shall be effective: (a) During the pay period in which April 1st falls if April 1st falls in the first week of a pay period; or (b) During the pay period following the pay period in which April 1st falls if April 1st falls in the second week of the pay period.

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

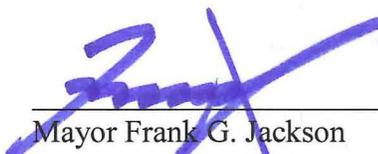
**ARTICLE 39
DURATION**

This Contract represents a complete and final understanding on all bargainable issues between the City and the O.P.B.A. and it shall be effective as of the date of ratification, and remain in full force and effect until March 31, 2019.

This Contract supersedes all previous agreements and memorandums.

CITY OF CLEVELAND

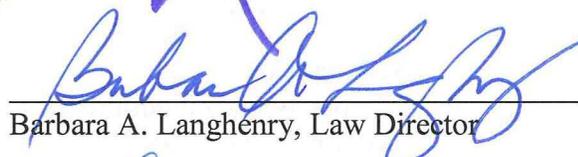
**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**



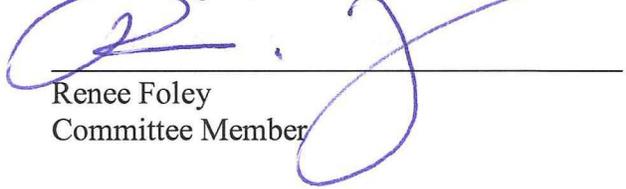
Mayor Frank G. Jackson



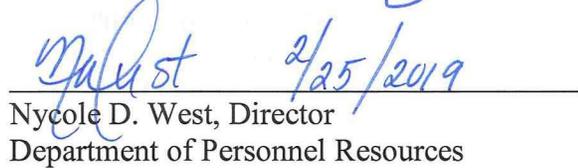
Jeff Perry
Business Agent, OPBA



Barbara A. Langhenry, Law Director

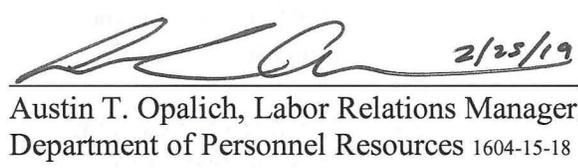


Renee Foley
Committee Member



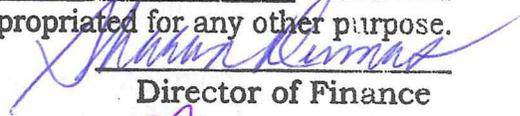
Nycole D. West, Director
Department of Personnel Resources

Phil Davila
Committee Member

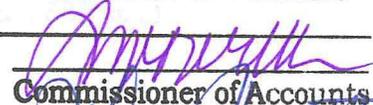


Austin T. Opalich, Labor Relations Manager,
Department of Personnel Resources 1604-15-18

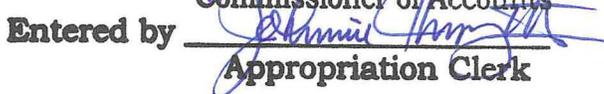
The sum of \$0.00
_____ Dollars
required for this Contract was on
3/6/19 and is at this
date in the City Treasury or in process
of collection, to the credit of
01001000 Fund and
not appropriated for any other purpose.



Director of Finance



Commissioner of Accounts

Entered by 

Appropriation Clerk

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

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

		<u>In-Network</u>
a.	Annual Deductible:	\$750 single \$1,500 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$1,500 single \$3,000 family
d.	-- Doctor and other Office visits: -- Specialists:	\$20.00 Co-pay \$30.00 Co-pay
e.	Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use \$100.00 Co-pay plus 90% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
	Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an \$85 maximum per benefit period):	100% not subject to deductible

Commissioner of Accounts
Appropriation Clerk

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

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

II. PRESCRIPTION DRUG

a. Co-Pays:

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

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

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

ADDENDUM B HEALTHCARE

HIGH DEDUCTIBLE PLAN

		<u>In-Network</u>
a.	Annual Deductible:	\$2,000 single \$4,000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$4,000 single \$8,000 family
d.	-- Doctor and other Office visits: -- Specialists:	\$40.00 Co-pay \$60.00 Co-Pay
e.	Use of Emergency Room:	\$250.00 Co-pay (Co-pay waived if admitted)
f.	Wellness/Preventive Services:	Non-Emergency use \$200.00 Co-pay plus 80% Co-Insurance
	Routine Physical Exam (One exam per benefit period):	100% not subject to deductible
	Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	100% not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an \$85 maximum per benefit period):	100% not subject to deductible

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

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

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

