CT1001NF 2018-032

AGREEMENT

BETWEEN

CITY OF CLEVELAND

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,

LOCAL 38

Effective April 1, 2016 through March 31, 2019

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ARTICLE 1
PURPOSE

(1) This Contract sets forth a complete and final agreement on all bargaining issues between the City of Cleveland, hereinafter referred to as the "City" and Local 38, hereinafter referred to as the "Union", which represents employees as specified herein. Specifically, the agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

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

ARTICLE 2
RECOGNITION

(3) The Union is recognized as the sole and exclusive representative for full time employees who have completed their probationary period of the City in the job classifications of the bargaining unit set forth for purposes of establishing rates of pay, wages, hours, and other conditions of employment.

Assistant Chief Electrical Inspector
Electrical Safety Inspector 1,2,3,and 4

ARTICLE 3
MANAGEMENT RIGHTS

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

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

(b) Direct, supervise and evaluate or hire employees.

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

(j) Contracting out. However, for contracting out which would result directly in the layoff of employees, the City shall follow the following process: Ninety (90) calendar days prior to such contracting out the City shall meet and confer with the Union on no less than a weekly basis and the City will disclose the nature, supervisory labor costs, 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 contracting out, the City will accept the Union's alternative.

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

The City and the Union agree that if there is a disagreement regarding the above, including over the true value of the Union's competitive alternative, 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 expedited arbitration with the Federal Mediation and Conciliation Service within fourteen (14) days of the expiration of the 90-day meet and confer period.

Upon request, the City will provide information to the Union regarding contracting out which entails bargaining unit work. Where the Union identifies either a significant increase in such contracting out or advertisements for bids for such contracting out, the Union may request and the City shall meet for the purpose of discussing alternatives to contracting out. However, for contracting out which would directly result in the layoff of employees, the City shall follow the process described above.

(5) The City will not bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 4
UNION RIGHTS

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

(7) Any alleged violation of City rights or of Union rights is subject to immediate review by the Union and the City at the Step Three Level of the grievance procedure.

ARTICLE 5
NO-STRIKE

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

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

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

(11) The City shall not lock out any employees for the duration of this memorandum.

ARTICLE 6
LIMITED RIGHT TO STRIKE

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

ARTICLE 7
UNION REPRESENTATION

(13) The City recognizes the right of the Union to select Local officers, stewards, and alternate stewards to represent employees on grievances arising under this contract as follows:

The alternate steward shall act as steward when the steward is absent from work and the Union must at all times have a steward or alternate steward in each of the locations. A local Union Officer may act when necessary, in place of a steward. Local Officers, stewards and chapter officers shall not be transferred from their respective departments and their respective shifts during their terms of office, except upon mutual agreement between the City and the Union. The Union will provide, on a divisional basis, a list of Local officers, stewards, and alternate stewards for the purpose of recognition. The Union will notify the City of any change in such lists.

(14) A Local officer or steward, within a reasonable time from the time they give notice to their supervisor, shall be permitted to investigate and process a grievance within his own location and attend meetings on City property or at a work location provided for by the Grievance Procedure during his working hours without loss of regular (straight-time) pay. Chapter officers shall be permitted to attend grievance-related meetings at the Union Hall upon prior notice by the Union, as to the date, time and person(s) involved. Such activity shall be with proper regard for the City's operational needs and work requirements and additional time is not provided for or compensable for Union-related matters. It is the City's responsibility to provide time to officers and stewards as provided for in the Grievance Procedure and it is the Union officer(s) responsibility to inform the City of the tentative time and location of his/her hearings and investigations. All such activity shall be logged on forms provided by the City of such purpose.

(15) It is the mutual responsibility of the City and the Union to cooperate in good faith in providing for a fair and timely Grievance procedure, while at the same time keeping to a minimum the time lost due to grievance handling. When more than three (3) employees are working a union steward will be present and working.

ARTICLE 8
UNION VISITATION

(16) Upon notice to the City's Labor Relations Representative, the staff representatives of the Union shall be permitted to enter the City's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the City.

ARTICLE 9
LAY-OFFS

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

(a) Part-Time, excluding interns

(b) Temporary Employees

(c) Certified/Regular Employees

(18) When a layoff is necessary, employees shalt be laid off on the basis of classification seniority within their division according to the rules and regulations of the Civil Service.

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

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

(21) In the event an employee is laid off, he may upon request, receive payment for earned, but unused vacation as quickly as possible, but no later than ten (10) days after the layoff.

ARTICLE 10
RECALL

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

ARTICLE 11
PROBATIONARY PERIOD

(23) All new employees shall be on probation for a period not to exceed one hundred eighty (180) calendar days from the date of employment with the City. The probationary period may be extended for an additional thirty (30) days by mutual agreement of the City and Union. The initial and promotional probationary periods are served by employees as working days. All approved leaves of absence will not count as work days for purposes of calculating a probationary period.

(24) If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to those provisions.

ARTICLE 12
SENIORITY

(25) Job classification seniority is defined as an employee's length of service while holding the same classification. City employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire.

(26) The type of seniority applied depends upon the question involved as governed by the provisions of this contract.

(27) An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period seniority shall be retroactive to the date of hire.

(28) Seniority shall be broken (or terminated) when an employee:

(a) Quits or resigns;

(b) Is discharged for just cause;

(c) Is laid off for a period or more than twenty-four (24) consecutive months;

(d) Is absent without leave for three (3) consecutive calendar days and fails to give proper excuse or notice of the reasons for such absence unless the failure to give notice was beyond reasonable control of the employee;

(e) Fails to report for work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by certified mail (to the employee's last known address as shown on the City's record).

(f) Seniority shall be suspended, but not broken, for non-FMLA leaves in excess of sixty (60) calendar days.

(29) An original appointment is the first appointment (hire) of an employee to the classified Civil Service of the City of Cleveland. The appointment shall be any appointment made from an eligible list, created as a result of either a competitive or noncompetitive entrance examination, or by the registration of the unskilled labor class. Original appointment shall include all appointments made into the classified civil service of the City, including regular and temporary appointments, but shall not include the promotional appointment of a City employee

pursuant to procedures contained in this collective-bargaining agreement. An employee who is promoted into a new classification pursuant to a collective bargaining unit job posting procedure can attain regular/legal status after successfully completing a six (6) month probationary period.

(30) The City will provide the Union, upon request, with a seniority list of all employees in the bargaining unit, listing name, job classification, department, date of hire, and date of classification.

(31) It is the obligation of each employee to keep the City advised of his current address and telephone number where he can be reached directly, and for purposes of this contract, the City may rely on the last address and telephone number supplied by an employee.

ARTICLE 13
UNION SECURITY

(32) If at any time during the term of this contract it is determined that at least 85% of: the eligible employees in the bargaining unit of Local 38 are members of the union, the City agrees that all employees in the Union's bargaining unit shall thereafter be either members of the Union or be required to pay a fair share fee to the Union as a condition of continued employment in accordance with the terms of ORC 4117.09 (C). As provided by that statute, such fair share fee requirement shall not be effective until at least sixty (60) days following the beginning of employment or completion of the probationary period, whichever is less. It is further provided that an employee who has completed his/her probationary period and is not a member of Local 38 as of January 1, 1987, and who does not become a member of the Union by said date, shall not be required to pay the fair share fee under this provision for the term of this contract.

(33) The Union shall provide the City with at least thirty (30) days advance written notice of any changes in the Union dues or fair share fee amounts.

ARTICLE 14
NON-DISCRIMINATION

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

ARTICLE 15
LEGALITY

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

ARTICLE 16
GENERAL LEAVE

(36) 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.

(37) If it is found that a leave of absence is not actually being used for the purpose which it was granted, the City may cancel the leave, direct the employee to return to work, and/or discharge the employee.

(38) An employee who fails to report to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to loss of seniority and/or may be disciplined up to and including discharge. An employee who is absent without leave for three (3) consecutive working days will be considered to have voluntarily resigned employment from the City.

ARTICLE 17
FUNERAL LEAVE

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

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

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

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

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

ARTICLE 18
JURY DUTY

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

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

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

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

(d) An employee on a leave of absence for jury or witness service is relieved from duty during the same day as the jury or witness service. The employee may voluntarily report to work during their normally scheduled shift, but will receive no additional compensation. If the employee is called into work, the call-in provisions of Article 30 shall apply.

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

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

ARTICLE 19
MILITARY LEAVE

(42) 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.

(43) Employees who are drafted or who enlist in the United States Armed Forces 12 pay pursuant to paragraph 44. Employees on Military leave who thereafter return to employment with the City shall receive retirement and longevity credit for all the time spent in active military service,

ARTICLE 20
PERSONAL LEAVE

(46) For those employees who have completed their probationary period, personal leaves of absence shall 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.

ARTICLE 21
EDUCATIONAL LEAVE

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

ARTICLE 22
MERITORIOUS LEAVE

(48) 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.

ARTICLE 23
UNION LEAVE

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

(a) Any request for leave must be made at least five days prior to the date of such leave, however, any request for a leave of thirty days or more must be made at least thirty days prior to the date of such leave.

(b) Any Union Leave shall not exceed beyond one (1) year.

(c) The approval and authorization of any Union Leave shall be contingent upon operational needs as determined by Management.

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

ARTICLE 24
FAMILY MEDICAL LEAVE

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

ARTICLE 25
SICK LEAVE WITH PAY

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

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

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

(c) No paid sick leave shalt be granted unless the division authority designated by the City is notified of the sickness no later than one hour prior to his or her scheduled starting time on the first day of the absence on account of sickness. Provided, that for employees who are engaged in a 24-hour operation and mandatory relief, no paid sick leave shall be granted unless the division authority designated by the City is notified of the sickness no later than 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 call in no later than his or her scheduled starting time on each day off or notify the City of the duration of his absence.

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

doctor's certificate for any sickness beyond three (3) days if so notified by supervision. The validity of all medical excuses and physician's certificates is subject to review by the City.

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

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

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

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

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

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.

(53) **Voluntary Sick Leave Contribution:** Employees who are not on an absence abuse list shall be entitled to voluntarily contribute earned but unused, accumulated paid sick leave for the use of another bargaining unit employee who is experiencing a serious health condition as defined by the FMLA, who must have exhausted his own sick leave, vacation and personal leave and who also must not be on the absence abuse list. The following conditions apply:

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

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

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

ARTICLE 26
SICK LEAVE WITHOUT PAY

(54) After an employee has exhausted his sick leave with pay, he or she shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness, injury, or pregnancy (including post-partum recovery periods), upon request, supported by medical evidence satisfactory to the City if the employee has reported such illness, injury, or pregnancy (including post-partum recovery periods), continues beyond six (6) months, the City may grant additional sick leave under this paragraph upon request. An employee on sick leave is expected to keep the City informed on the progress of his or her illness, injury or pregnancy (including post-partum recovery periods), as circumstances allow. Any employee who has been on sick leave for three (3) or more consecutive workdays may be required to submit to and pass a physical examination before being permitted to return to work.

ARTICLE *27*
LONGEVITY

(55) Longevity is tenure with the City while in a pay status. Time in authorized unpaid leaves of absence shall be deducted for purposes of computing the amount of employment. For an employee to be eligible to receive longevity pay in a given year, his longevity time must have been accumulated by March 1st of that year and the employee must have been in a pay status at some time between 3anuary 2nd and March 1st of that year.

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

YEARS OF SERVICE	AMOUNT
After 5 years	$300.00
After 10 years	$475.00

After 15 years	$575.00
After 20 years	$700.00
After 25 years	$800.00

ARTICLE 28
HOURS OF WORK

(57) The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals, during the period of starting at 12.01 a.m. Monday to Midnight Sunday, except where different hours are necessary to meet operational requirements. The Union and the City will discuss all details of any change in hours of work, shifts, and schedules of hours. The Union and the City will discuss all details of any change of this nature at the third step level as it applied to Local 38's membership before it is implemented.

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

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

(c) When an employee works beyond his regular quitting time, the employee shall receive a fifteen (15) minute rest period if the employee works two (2) hours, but less than four (4) hours or longer.

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

(58) All regular full-time salaried employees shall be on a compensation basis of Two Thousand Eighty (2,080) hours per year.

ARTICLE 29
OVERTIME - PREMIUM PAY

(59) 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) in one-work week (excluding employees on a special work week schedule which has been mutually agreed to between the City and the Union).

(60) 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) in one (1) day during the period of his shift to the beginning of the next shift.

(61) 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.

(62) All paid holiday hours and paid vacation hours shall be counted as hours worked for the purpose of computing overtime; sick leave shall not.

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

ARTICLE 30
CALL-IN PAY

(64) An employee who is called in to work at a time which is non-contiguous to his regularly scheduled work shift, shall receive a minimum of two (2) hours of work at his or her applicable rate of pay. If an employee is called in and works more than two (2) hours, he or she shall receive pay for all hours actually worked

ARTICLE 31
HOLIDAYS

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

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

(66) Employees are entitled to two (2) eight (8) hour floating holidays in each calendar year. Floating Holidays may only be used in no less than four (4) hour blocks and 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. A new hire cannot use floating holidays during his probationary period.

(67) To be entitled to holiday pay, an employee must either work or be on vacation or personal days, approved in advance, of his or her last scheduled work day, except that an employee who works on such days before and after a holiday may use sick leave for a portion of such days: (a) for good cause shown and with management approval; and (b) if the employee submits a doctor's excuse within 72 hours after returning to work.

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

ARTICLE 32
VACATIONS

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

YEARS OF SERVICE	VACATION
After 1 year	10 days
After 8 years	15 days

After 12 years	20 days
After 22 years	25 days

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

(a) Any employee who has completed less than one year of continuous employment by December 31 of the previous year shall receive one work day 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 vacation for that month. Vacations will be credited, but cannot be used, until the employee has satisfactorily completed his initial probationary period with the City.

(b) For vacation purposes, an employee's continuous employment is defined as the period of time during which he is continuously listed as an employee on the rolls of the City, including authorized paid leaves of absence.

(c) If an employee is discharged for cause or quits, and is re-employed at a later date, his length of continuous employment will be computed from the date of his re-employment.

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

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

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

(g) An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year, shall earn vacation leave at twenty-two (22) years of service -- two (2) days per month, not to exceed twenty days; twenty-two years of service -- 2 1/2 days per month not to exceed twenty-five (25) days.

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

(i) Vacations shall be taken during each current year, provided that the City may permit an employee to accumulate and carry over his vacation leave to the following year and must be taken during that period of time.

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

(k) Any employee eligible for vacation under existing rules, who enlists or is inducted into the armed forces, shall at the time of leaving for military service be paid in full for all accrued vacation time (earned but not previously taken).

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

(72) Employees may take their vacation during the calendar year at the convenience of the City. During the first quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by the City their vacation schedule (by department) will be prepared by the City with priority given to employees according to their department or job classification seniority to the extent consistent with operational requirements. Once the departmental vacation schedule is determined, it shall not be changed without the consent of the involved employee(s), except in response to an operational emergency.

(73) Any employee who fails to make his vacation application, during the appropriate period will be given his vacation leave without regard to seniority, based upon when his application was made.

ARTICLE 33
WAGES

(74) The purpose of the following incentive schedule in the Department of Building and Housing to encourage each Inspector to stay current in his/her position.

(a) IMPACTED CLASSIFICATIONS:

Electrical Safety Inspector 1 (formerly Code Enforcement Inspector I - Electrical Local 38)
Electrical Safety Inspector 2 (formerly Code Enforcement Inspector II - Electrical - Local 38)
Electrical Safety Inspector 3 (formerly Code Enforcement Inspector III - Electrical - Local 38)
Electrical Safety Inspector 4 (formerly Code Enforcement Inspector 3-Step II)

(b) STEP SCHEDULE FOR ELECTRICAL SAFETY INSPECTOR. All employees appointed to the position of Electrical Safety Inspector 1 (formerly Code Enforcement Inspector-Electrical) are required to have a State of Ohio Board of Building Standards (OBBS) certification as an Electrical Safety Inspector. Employees must maintain certifications throughout their employment. The City shall provide an in-house training program once per calendar year to assist employees in studying for the inspection certification examinations needed to progress through the wage steps.

(c) Advancement from Inspector 1 to Inspector 2, from Inspector 2 to Inspector 3, and from Inspector 3 to Inspector 4 requires a minimum of one (1) year in the level and satisfaction of the minimum qualifications of the job description. Movement will take place on the employee's anniversary date following completion of the requirement for advancement.

(75) ELECTRICAL SAFETY INSPECTOR 1, 2, 3, & 4 STEP SCHEDULE

(a) Employees shall be paid according to the following wage schedule:

	4/1/16	**4/1/17 (retro)**	**4/1/18**
Electrical Safety Inspector Four	$30.27	$30.57	$31.18
Electrical Safety Inspector Three	$28.78	$29.07	$29.65
Electrical Safety Inspector Two	$27.31	$27.58	$28.13
Electrical Safety Inspector One	$25.85	$26.11	$26.63
Interim Trainee	$21.40	$21.61	$22.04
Trainee	$20.94	$21.15	$21.57

(b) An employee will move on to the incentive schedule at the next highest rate that will give the employee an increase

(c) The Department will pay for one registration for each test taken to qualify for the incentive. The Department will provide materials to be shared among registrants. The certification test may be taken on City time.

(76) Increases:

(a)	Effective April 1, 2016	0%
(b)	Retroactive to April 1, 2017	1%
(c)	Effective April 1, 2018	2%

(76.1) Wage increases shall be effective as follows:

(a) If April 1" falls in the first week of a pay period, the wage increase shall be effective at the beginning of that pay period; if April 1st falls in the second week of a pay period, the wage increase shall be effective at the beginning of the next pay period.

(b) To receive any retroactive wage payments from any negotiated wage increases, employees must have the following employment status on the City's payroll on the date that the Union ratifies a collective bargaining agreement with any negotiated retroactive wage increase: "Active," or "Authorized Paid Leave of Absence." An employee with an employment status of either "Retired" or "Terminated" on the date the Union ratifies the collective bargaining agreement is not entitled to retroactive wage payments from any negotiated wage increases. An employee with an employee status of "Unpaid Leave," "Suspended" or "Layoff" is entitled to any retroactive wage payments and negotiated wage increases upon return to "Active" employee status, except that employees on approved, paid or unpaid leave permitted by federal or state law are eligible for retroactive wage payments and negotiated wage increases. Employees who are in "unpaid leave" other than approved FMLA or military leave), "suspended" or "layoff" status at the time the contract is executed shall not be entitled to retroactive wage

payments, uniform allowances and uniform maintenance allowances until and unless they return to "active" status.

ARTICLE 34
PAY DAY

(77) 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 the day before the holiday.

(a) Employees may be paid either by direct deposit or payroll debit card, at each individual employee's discretion unless such discretion is limited by court order.

(d) The City will process any significant payroll error within six (6) working days, if possible.

ARTICLE 35
MILEAGE

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

ARTICLE 36
CAR USE

(79) An inspector shall not be required to pay for parking in Willard Garage if at least 80% of his job consists of field inspections. An inspector shall be assigned alternative work duties if he cannot use his vehicle. This assignment shall not exceed one workday.

(80) However, when an Electrical Inspector's automobile is in need of repairs, and the repairs involve more than one (1) day, such approval may be granted on an individual basis.

ARTICLE 37
UNIFORMS

(81) The City will provide uniforms (except boots or other footwear), and, instead of maintaining the uniforms, provide an annual one hundred fifty dollars ($150) uniform maintenance allowance. Employees shall be responsible for maintaining their own uniforms. Employees will be required to wear uniforms. The failure to wear the appropriate uniform will subject an employee to disciplinary action.

ARTICLE 38
AUTOMOBILE MAINTENANCE ALLOWANCE

(82)(a) Each inspector who uses their private vehicles in the course of employment, must affix, attach a City-designed bumper sticker that identifies the private automobile as being related.to the inspector's assigned City division or department. Failure on the part of the inspector to maintain said City designed bumper sticker on his/her private automobile at all times will result in disciplinary action. Effective until April 1, 2014:

(i) The City shall pay an annual automobile allowance of $600.00 reduced to a monthly pro rata basis, if the inspector does use his or her private automobile to conduct inspections during their work hours. If an inspector actually uses his or her own private automobile to conduct inspections during their working hours, the City shall pay an annual fee not to exceed a sum of $600.00.

(ii) In order to receive the pro rated share the use of the automobile must exceed 10 days.

(iii) If the employee declines to maintain the above City assigned bumper sticker, he shall not be eligible to receive any part of the sum of the $600.00 automobile maintenance allowance.

(b) Within 90 days after the Agreement is fully executed and Council approves the Agreement, the City shall develop a log that permits those inspectors assigned to work in Downtown Cleveland to be reimbursed for reasonable parking meters expenses incurred in the performance of their duties.

ARTICLE 39
TEMPORARY ASSIGNMENT

(83) When a Chief inspector is absent for more than eight (8) continuous regular working hours, an electrical inspector shall be assigned as Acting Chief Inspector, he shall assume the duties of the absent Chief Inspector, and shall receive a pay adjustment of one dollar ($1.00) per hour for every hour served in such capacity.

ARTICLE 40
CERTIFICATION

(84) The City of Cleveland, Department of Building & Housing, would incur approved cost to Electrical Inspector personnel for their required State Certification or Recertification, provided that no free courses or lower cost alternate is identified and that all requests are submitted thirty (30) days prior to the commencement of the course. This includes payment for the course and the Certificate.

ARTICLE 41
DURATION

(85)(a) This Contract represents a complete and final understanding on all operational policy between the City and the Union and it shall be effective April 1, 2016 and remain in full force and effect until March 31, 2019.

(b) All side agreements executed prior to the ratification of this Agreement must be in writing, fully executed, and attached to the Agreement in order to be valid and enforceable.

(c) All side agreements executed after the ratification of this Agreement require at least the signature of the Director of the Department of Personnel & Human Resources and the

Chief Assistant Director of Law for the Labor & Employment Section of the Law Department in order to be valid and enforceable.

ARTICLE 42
INSURANCE COVERAGE
HEALTH INSURANCE

HEALTH CARE BENEFITS ELIGIBILITY

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

(a) Effective through March 31, 2018, employees' healthcare benefits and premium contributions shall be consistent with the terms of the prior Agreement.

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

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

(i) Effective April 1, 2016, employees shall contribute the following monthly contributions for single and family coverage:

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

(ii) Effective January 1, 2018, employees shall contribute the following monthly contributions for single and family coverage:

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

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

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

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

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

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
Employee Premiums (including Rx, dental and vision coverage)	6%	5%	10%	9%

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

- Height
- Weight
- Body mass index (BMI)

- Waist circumference
- Blood pressure

II. The screening shall also require a blood sample to measure:

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

III. The discount shall take effect the month following the employee's satisfaction of these screening requirements. The City shall establish the initial deadline in 2014 on which employees must satisfy the wellness survey/screening requirements. The City shall provide no less than thirty (30) days' advance notice of said deadline. Until such deadline is to be set, the "wellness" premium contribution rates shall apply.

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

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

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

VISION INSURANCE

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

LIFE INSURANCE

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

DENTAL INSURANCE

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

ARTICLE 43
PERSONNEL RECORDS

(90) 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 against him/her The signing of any materials to be placed in an employee's personnel record does not indicate agreement by the employee as to the contents of the material but does acknowledge he/she has seen it.

ARTICLE 44
DISCIPLINE

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

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

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

(93.1) Progressive Discipline: All discipline action ever taken against an employee may be used in administering progressive discipline, except that no past discipline that happened before the employee's most recent "two year, discipline-free" period may be used.

(94) Both the employee and the Union President shall be given a copy of any warning, reprimand or other disciplinary action entered on the employee's personnel records within fourteen (14 calendar days of the action taken. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason(s) for which he has been suspended or discharged. In the case of suspension, the employee will be advised of the duration of the suspension.

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

(96) All employees are required to notify their Appointing Authority or his or her designee within three working days when they are criminally charged with any felony; any misdemeanor involving alcohol (e.g., driving under the influence (DUI), blood alcohol content (BAC), etc.), drugs (e.g., sale, possession, etc.) or any other controlled substance (i.e., sale, possession, etc.): misdemeanor domestic violence; and/or misdemeanor assault. All employees are also required to immediately notify their appointing authority or his or her designee in writing within three working days when they are convicted of any of the above-referenced criminal charges. The failure to immediately notify the Appointing Authority or his or her designee within three working days of any of the above criminal charges and/or convictions may result in disciplinary action up to and including immediate discharge.

ARTICLE 45
GRIEVANCE PROCEDURE

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

(98) A grievance is defined as a dispute or difference between the city and employee(s) or the City and the Union concerning the interpretation and/or application of and/or compliance with any provision(s) of this Contract, including any and all disciplinary actions. A Group Grievance is a grievance filed by a group of employees relating to a single common issue or event covered by this Contract. A Policy Grievance is a grievance filed by the Union relating to a single common issue or event covered by this Contract. The grievance form shall set forth the complete details of the grievance, *i.e.,* the facts upon which it is based, the paragraph(s)

allegedly being violated, the approximate time of occurrence and the relief or remedy requested. It is understood that a written grievance may be amended by the Union at any time during the Grievance Procedure. However, all amendments must be presented prior to the start of the Step Three (3) meeting at which the amended grievance is to be heard, except in the case of grievances which begin at Step 3, in which case all amendments must be presented not later than thirty (30) calendar days prior to arbitration.

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

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

forth in detail the reason or reasons for the denial of the grievance. The Step 1 grievance shall be signed either by the individual grievant(s) or in the case of a Group or Policy Grievance, by a Union representative.

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

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

Step 4: If the grievance is not satisfactorily settled at Step Three (3), the Union may, within thirty (30) calendar days in the case of grievances appealing an employee discharge, and within thirty (30) working days in the case of all other grievances, submit the matter to final and binding arbitration. The Union shall notify the City of its intent to arbitrate the grievance. Within ten (10) calendar days thereafter, the parties shall meet and attempt to mutually agree

upon an arbitrator. If no agreement can be reached, the Union shall within ten (10) calendar days after the meeting, notify the American Arbitration Association (AAA) and the City at the same time of its intent to arbitrate the grievance. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employee, his Union representative, and any necessary witness(es) shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding. The Union will provide the City with twenty-four (24) hours advance notice of employees required to testify. The parties may, by mutual agreement, choose to have a grievance involving suspension or discharge arbitrated on an expedited basis. The expedited arbitration will be conducted pursuant to the rules of the American Arbitration Association, and the fees and expenses of such proceeding including those of the Arbitrator, shall be borne equally by the City and the Union.

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

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

(102) All decisions of arbitrators consistent with Paragraphs ninety-eight (98) and ninety-nine (99) and all pre-arbitration grievance settlements reached by the Union and the City

shall be final, conclusive' and binding upon the City, the Union and the employees. Provided, that a grievance may be withdrawn by the Union at any time during the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. Grievances not timely filed by either party will result in denial of the grievances. Grievances not timely processed or answered within the ten (10) working day period shall result in the grievance advancing to the next step. For purpose of this section; timeliness is counted as working days from the date of the incident or the date expressed on the face of either the answer or the appeal notice; as applicable. Extensions of time limits shall be by mutual agreement and .must be verified in writing and signed by both parties. The date of occurrence of the event causing time to run is not counted in the time limit. If the last date of a period is not a regular business day, the time period runs through the end of the next regular scheduled business day.

ARTICLE 46
MISCELLANEOUS

(103) Licensed Electricians who are employed by the City as Electrical Inspectors shall be allowed not to renew their license during their employment with the City and shall be permitted to renew said licenses without examination and penalty, by making application to the Board of Examiners of Electricians, provided that the application for renewal is submitted within ninety (90) days of termination of employment with the City.

(104) If an Electrical Inspector fears for his or her personal safety while performing his or her duties for the City, he or she may use his or her discretion to call for a City Patrol Officer or Security Officer, until he ,or she completes the assignment which may be placing employee in physical jeopardy.

PARKING TICKETS & MOVING VIOLATIONS

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

PROOF OF AUTO INSURANCE

(106) To ensure compliance with federal and state regulatory requirements, the City shall have the right, upon request, to direct an employee to show proof of current automobile insurance coverage.

ARTICLE 47
DRUG & ALCOHOL TESTING ADDENDUM

(107) All employees who are required to be randomly tested under law (e.g. Department of Transportation regulations regarding employees required to have a Commercial Driver's License who drive vehicles in excess of 26,000 pounds), and all employees in Safety Sensitive Positions shalt be subject to random drug/alcohol testing. An employee involved in any accident resulting in personal injury or one thousand dollars ($1,000.00) or more of property damage shall submit him or herself to post accident drug/alcohol testing. Such testing shall be conducted in accordance with the DOT procedures. Further, when there is a reasonable suspicion to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination.

Random examinations, reasonable suspicion examinations, and post-accident examinations are, conducted for the purpose of determining the presence of illegal drugs or alcohol in the employee tested. An employee who is directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense.

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

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

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

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

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

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

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

Participating in the EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the

job will be given access to the drug or alcohol screening results, the ability to privately test the blood, urine or other samples at an independent lab and the opportunity to rebut any allegation of chemical abuse. Any charging letter issued to an employee which includes allegations of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol.

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

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

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

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

(c) The person has a concentration of 4.5 hundredths of one gram or more by weight of alcohol per one hundred milliliters of his urine. The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation. The Union shall be indemnified and held harmless by the City for any violation of an employee's constitutional, common law, or statutory rights.

CITY OF CLEVELAND

Frank G. Jackson, Mayor

Barbara Langhenry, Acting Director
Department of Law

IBEW LOCAL 38

Business Manager

3/26/18

Nycole West, Director
Department of Personnel &
Human Resources

3/26/2018

Austin Opalich
Labor Relations Manager
Department of Personnel &
Human Resources

Date:_____

Date:_____

The sum of $0.00
_____ Dollars
required for this Contract was on
4/20/18, 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

Comptroller of Accounts

Entered by Appropriation Clerk

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

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

		In-Network
a.	Annual Deductible:	$500 single
	Effective April 1, 2018:	$750 single $1000 family
	Effective April 1, 2018:	$1,500 single
b.	Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c.	Co-Insurance Annual Out-of-Pocket (In Network)	
		$1,250 single
	Effective April 1, 2018:	$1,500 single
	Maximum (Excluding Deductible):	$2,500 family
	Effective April 1, 2018:	$3,000 single
d.	Doctor and other Office visits:	$20.00 Co-pay $30.00 Co-pay (Specialists)
e.	Use of Emergency Room:	$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $100.00 Co-pay plus 90% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam	(One exam$20.00 office visit Co-pay, per benefit period): not subject to deductible
	Well Child Care Services including	$20.00 office visit Co-pay,
	Exam and Immunizations (to age nine, limited to a $500 maximum per benefit period):	not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an $85 maximum per benefit period):	100% not subject to deductible

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

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

II. PRESCRIPTION DRUG

a. Co-Pays:

	April 1, 2016
Generic (mandatory)	$ 10.00
Name Brand, Formulary	$25.00
Name Brand, Non-Formulary	$40.00

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

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

ADDENDUM B
CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN – HIGH DEDUCTIBLE PLAN

		In-Network
a.	Annual Deductible:	$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	$40.00 Co-pay $60.00 Co-pay (Specialists)
e.	Use of Emergency Room:	$250.00 Co-pay (Co-pay waived if admitted) Non-emergency use $200.00 Co-pay plus 80% co-insurance
f.	Wellness/Preventive Services:	
Routine Physical Exam (one exam per benefit period)		100% not subject to deductible
Well-child services including exam and immunizations to age 9, limited to a $500 maximum per benefit period:		100% not subject to deductible
Well-child laboratory tests to age 9:		100% not subject to deductible
Routine mammogram; one per benefit period and limited to $85 maximum:		100% not subject to deductible
Routine Pap Test and exam; one per benefit period:		100% not subject to deductible
Routine EKG, chest X-ray, complete blood count, comprehensive metabolic panel and urinalysis; ages 9 and older and limited to one per benefit period		100% not subject to deductible
CA 125 (cancer screening), cholesterol screening, ages 9 and		100% not subject

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

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

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