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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF CLEVELAND

AND

CLEVELAND FIRE FIGHTERS UNION, LOCAL 93  
SAFETY SUPERVISORS

Effective April 1, 2016 through March 31, 2019

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ARTICLE 1

RECOGNITION

1.01 The Union is recognized as the sole and exclusive representative for the following job classification for bargaining with respect to rates of pay, wages, hours, benefits, other conditions of employment and grievances of employees in the bargaining unit subject to R.C. 4117.03 A (5).

1.02 The Union's exclusive bargaining unit shall include all of the public employees in the following job classification and the City will not recognize any other union, organization, or person as the representative for any employees within such classification:

Airport Safety Supervisor

ARTICLE 2

UNION SECURITY AND CHECK OFF

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

2.02 The City will reduce regular initiation fees and Union dues from the pay of employees in the bargaining unit covered by the Contract upon receipt from the Union on individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature provided that:

(a) An employee shall have the right to revoke such authorization by giving written notice, with proof of service, to both the City and Union during the first (1st) twenty (20) days of

the thirty (30) day period preceding the termination of this Contract and the authorization card shall state clearly on its face the right of an employee to revoke during this period; and

(b) The City's obligation to make deductions shall terminate automatically upon timely receipt of notice of revocation of authorization in accordance with Paragraph (a) above or upon termination of employment or reclassification to a job classification outside the bargaining unit. The City will notify the employee of this transfer to a job outside the bargaining unit; and

(c) Employees in the bargaining unit may join the Union any time from their date of hire.

2.03 All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union. Employees who transfer into the bargaining unit and employees who revoke such authorization pursuant to Paragraph (a) above shall be immediately required to pay a fair share fee to the Union. This provision shall apply also to any additional titles which may be added to the Contract during its term.

(a) The fair share fee amount shall be certified to the City by the Union. The Union shall make every effort to provide the City with Thirty (30) days advance notification of any change in the fair share fee amount. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

(b) Payment to the Union of fair share fee deducted shall be made in accordance with the regular dues deductions as provided herein. The City shall provide a Union with an alphabetical list of the names, classifications, social security numbers, employee identification and organizational numbers of those employees who had fair share fees deducted along with the amount of the fair share fee deduction.

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

2.04 Deductions shall be made during each pay period of each month, but, if an employee's pay for a period is insufficient to cover Union dues or fair share fees, the City will make a deduction from the pay earned during the next pay period.

2.05 All deductions, 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.

2.06 The City shall place on check-off those employees who return to the active payroll from a leave of absence, layoff or suspension, or who are transferred from one Division to another Division.

2.07 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 3

#### MANAGEMENT RIGHTS

3.01 Except as expressly limited by the terms of this Contract any and all rights concerned with the management of the Division of Port Control are the exclusive and sole responsibility of the City. It is further recognized that the City has the 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 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 governmental operations;

(d) Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;

(e) Suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;

(f) Determine the adequacy of the work force;

(g) Determine the overall mission of the City as a unit of government;

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

(i) Privatize or subcontract services, provided that prior to any privatization or subcontracting which would result directly in the layoff of employees, the City shall adhere to the following process:

The City shall meet and confer with the Union. Where the City's primary objective is to achieve the 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 privatization or subcontracting, the City will accept the Union's alternative.

(j) Effectively and efficiently manage the workforce; and,

(k) Take actions to carry out and implement the mission of the City as a unit of government.

3.02 The City reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Contract.

3.03 The setting forth of Management rights does not affect the right of the Union to negotiate on wages, hours, conditions of employment and benefits in the next Agreement. The parties acknowledge that during the negotiations which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or regulation from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Contract. Therefore, the parties voluntarily waive the right to demand new proposals on any subject or matter, not included herein, during the term of this Contract, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract.

3.04 Notwithstanding §4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subjects -- including, but not limited to, those enumerated above -- reserved to and retained by the City under this Article. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08(C) of the Revised Code or pursuant to this Article of this Agreement.

#### ARTICLE 4

#### NON-DISCRIMINATION

4.01 Both the City and Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their

commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, national origin, sexual orientation, handicap/disability or age.

4.02 The City has the legal and moral duty to make a reasonable accommodation to an employee's handicap/disability where such accommodation(s) will enable a handicapped/disabled employee to substantially perform the essential elements of the job in question. The City will abide by the federal definition of handicapped as set forth by the Equal Employment Opportunity Commission (E.E.O.C.) and the Americans with Disabilities Act (A.D.A).

4.03 It is agreed that all employees have a right to a workplace free of verbal and/or physical harassment. If when filing a grievance alleging a violation of this provision, an employee states that he is unable to function in the worksite from which the complaint arose, the City shall conduct a preliminary investigation for the purpose of establishing that a reasonable basis for the employee's concern exists. If such a basis is established, the City may reassign either the grievant or the individual against which the grievance is directed until such a time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.

4.04 All of the employees of the City within the bargaining unit shall receive equitable treatment and share in any and all benefits provided herein.

4.05 The City recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE 5

SENIORITY

5.01 Job classification seniority shall govern selection of shifts (days off), holidays and vacations. Any ties in job classification seniority shall be broken by date of hire with the City.

ARTICLE 6

WORKWEEK

6.01 The normal work week for employees in the job classification of Airport Safety Supervisor shall consist of one (1) shift of twenty-four (24) consecutive hours, followed by forty-eight (48) hours off work with an additional twenty-four (24) consecutive hours off work (Kelly Day) once every three (3) weeks so that no person shall average more than forty-eight (48) hours of work per week within said three (3) week period. Shift Bids and Kelly Days shall be bid once a year no later than November 1 in accordance with job classification seniority.

6.02 Holdover Time

Where an employee calls in and reports that he/she will not be coming in at all, or will be coming in late, the officer in charge may direct the employee to hold over until a replacement can be found. Such holdover time will be paid at one and one-half (1-1/2) times the employee's rate of pay for the extra time actually worked. It shall be paid in the same manner as overtime.

6.03 Trades

The Chief shall grant the request of any two (2) employees to trade time, as long as the two (2) employees are of the same rank, and as long as the time block is at least four (4) hours. Trades will not be permitted where they result in the creation of overtime or affect ALS operations. Any trade shall be repaid by the employee within one year (1) of the date of the trade.

ARTICLE 7

OVERTIME

7.01 All paid holiday hours, and paid vacation hours shall be counted as hours worked for the purpose of computing overtime.

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

7.03 In the event an employee responds to an emergency situation that extends into the last thirty (30) minutes of their shift, they shall be allowed an additional thirty (30) minutes after their regular quitting time to finish reports, stow gear, clean-up, etc. Such time to be paid at the overtime rate.

7.04 Bargaining unit members may receive compensatory time at the rate of one and one-half (1½) times the actual hours worked in excess of twenty-four (24) for mandated training, or for extraordinary circumstances as determined by the Commissioner and according to the following provisions:

(a) No employee will be permitted to accumulate in excess of one hundred and eighty (180) hours of compensatory time.

(b) Accrued compensatory time for said employee shall not be forfeited at any time.

(c) For all hours worked after said employees have accrued the maximum number of compensatory time hours allowed by this Agreement, employees shall be entitled to overtime compensation payment at the rate of one and one-half (1 ½) times their regular rate of pay. Payment shall be included in the employee's regular pay check.

(d) Use of compensatory time must have prior approval of the Commissioner or designee. Requests shall be granted based upon City seniority guidelines consistent with operational requirements.

## ARTICLE 8

### GRIEVANCE PROCEDURE

8.01 It is mutually understood that the prompt presentation, adjustment and/or answering 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 or representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the City or the Union which tend to impair or weaken the Grievance Procedure are improper.

8.02 A grievance is a dispute or difference between the City and the Union, or between the City and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Contract, including any and all disciplinary actions, and when any such grievance arises, the following procedure shall be observed.

#### Step 1

Except as specified in Step 1-A below, all grievances must be initiated in writing within ten (10) calendar days after the event giving rise to such grievance. Any employee having a grievance shall, accompanied by the Union Representative, present the grievance to the Chief or his designee in charge within such ten (10) calendar day period.

The grievance shall be dated and signed by the employee and the steward, and shall set forth the complete details of the grievance (i.e., the facts upon which it is based, the approximate time of its occurrence and the relief or remedy requested). The Chief or his designee shall meet with the employee and steward within ten (10) calendar days to resolve the grievance. The Chief or his designee shall give a written answer to the steward in person within ten (10) calendar days after the meeting and a copy of such grievance and answer shall be filed with the Chief of the Department.

Step 1-A

Suspensions, Discharge and Disciplinary Actions. In those disputes or differences between the City and an employee involving disciplinary suspensions of thirty (30) calendar days or more, discharges, and/or other disciplinary action which is appealable to Civil Service, the employee (either independently or through the Union) shall have the option of appealing such grievance to Civil Service in accordance with its rules, or appealing such grievance through the Grievance Procedure set forth in this Contract but in no case shall the employee be permitted to appeal any grievance through Civil Service and the Grievance Procedure. In the event that the employee does not submit a written grievance within ten (10) calendar days, or in the event the employee submits both a grievance and an appeal to Civil Service, the employee shall be automatically deemed to have elected an appeal to Civil Service.

Step 2

If the grievance is not satisfactorily settled at Step 1, the Union may within ten (10) calendar days after receipt of Step 1 answer, appeal in writing to the Director of Port Control. The Director of Port Control or his designee, which may include representatives of the Human Resources Department, shall meet with the Local Union President, or designee, and Secretary or designee (and steward if necessary) within ten (10) calendar days after the grievance is submitted

to the Director, and a written answer shall be given to the Local Union President (personally, by mail or by email) within ten (10) calendar days after the Step 2 Meeting.

### Step 3

If the grievance is not satisfactorily settled in Step 2, and it concerns a contract interpretation matter, then the Union may, within ten (10) calendar days after the Step 2 answer, appeal said grievance in writing to the City's Labor Relations Representative for review, with a copy to the Director of Port Control. A written answer to the grievance shall be given to the Union President, personally or by mail, within ten (10) calendar days after the Union meets with the Director of Personnel or his designee in Step 3.

All grievances involving the payment of wages may be filed at Step 3.

### Step 4

If the grievance is not satisfactorily settled in Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the matter to arbitration by submitting a written Notice of Intent to do so to the City's Labor Relations Representative, Law Director, and Airport Fire Chief. Within five (5) calendar days of that Notice, the parties shall confer in an attempt to select an Arbitrator. If unable to do so, the Arbitrator shall be chosen in accordance with the rules of the American Arbitration Association who shall supply the parties with a list of seven (7) arbitrators. Upon receipt of the list, the parties shall use the alternate strike procedure to select the Arbitrator within ten (10) calendar days. The winning party of a coin toss shall determine which party shall strike from the list first. The fees and expenses of the Arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employees, his steward, and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending an arbitration proceeding.

8.03 In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application and/or compliance with the provisions of this Contract, including all disciplinary actions and in reaching his decision, the arbitrator shall have no authority (1) to add to or subtract from or modify in any way any 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) days after submission of the case to him.

8.04 The Grievance Procedure set forth in this Contract shall be the exclusive method of reviewing and settling disputes between the City and the Union and/or between the City and an employee (or employees), exclusive of the election set forth in Step 1-A, and all decisions of arbitrators shall be final, conclusive and binding on the City, the Union, and the employees. A grievance may be withdrawn by the Union at any time and the withdrawal of such grievance shall not be prejudicial to the filing of future grievances, even if on the same subject matter.

8.05 A policy grievance which affects a substantial number of employees will be presented by the Union at Step 1 of the Grievance Procedure. A disciplinary action involving dismissal is appealable directly to Step 3.

8.06 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding, and any grievance not timely presented, or timely processed thereafter, shall not be considered a grievance under this Contract and shall not be arbitrable. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the Union to Step 3 for disposition.

8.07 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays or holidays.

ARTICLE 9

DISCIPLINE

9.01 Whenever the City determines that an employee may be subject to discipline, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written testimony. The City shall notify the affected employee and his Union representative of the day and time of the conference. The employee's Union representative shall be present at the pre-disciplinary conference unless otherwise agreed between 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.

9.02 An employee who is disciplined must be disciplined within a reasonable time from the date the City had knowledge of said event(s). In the case of suspension or discharge, the employee shall be advised of his right to have his Union representative present and, upon request, will be permitted to discuss his suspension or discharge with Union representative in an area made available by the City before he is required to leave the premises. If a Steward is being disciplined, he has the right to be represented by a Union Officer.

9.03 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 three (3) working days of the action taken. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason(s) for which he has been suspended or discharged. In the case of suspension, the employee will be advised of the duration of the suspension.

9.04 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 work days for the purpose of suspension only.

## ARTICLE 10

### PROCEDURE ON DISCIPLINARY CHARGES

10.01 When disciplinary charges are proffered against a member of the bargaining unit, a copy of the charges will be simultaneously forwarded to the Union. The charges will contain a statement advising the member of his right to confer with a representative of the Union prior to answering the charges and his right to have a representative of the Union present at any time the charges are discussed. The member must exercise his right to confer with a Union representative before the end of the next shift the member works following the shift during which charges are proffered. The Chief or his designee can administer discipline up to and including ten (10) day suspensions (or three (3) days for a twenty-four (24) hour employee).

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

(a) Accumulation of two (2) DUI convictions within two (2) years for employees who drive City vehicles;

(b) Theft of City property;

(c) Conviction for offenses involving the possession or sale of drugs;

Employees are obligated to report arrests and/or convictions for DUI and drug related offenses. Failure to report such arrests and/or convictions may result in immediate discharge. An employee is required to maintain a valid drivers license.

## ARTICLE 11

### LEAVES OF ABSENCE

11.01 Immediate Family

Immediate family shall be defined as an employee's mother, father, a person who has been in loco parentis to the employee, spouse, child, brother, sister, grandparent, grandchildren, mother-in-law, or father-in-law.

11.02 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. Unused sick leave shall continue to accumulate without limitations.

(a) An employee shall be granted sick leave with pay for actual illness or injury of the employee or a member of his immediate family, medical ordered confinement due to exposure to a contagious disease, and for medical, dental or optical examination or treatment of an employee or a member of his immediate family. A maximum of twenty (20) hours of sick time will be charged for each twenty-four (24) hour shift off when utilizing the above referenced sick leave with pay provision (Attachment 1).

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

(c) No paid sick leave shall be granted unless the Division authority designated by the City is notified of the illness no later than one (1) hour before the employee's scheduled starting time on the first (1st) day of absence on account of illness. Absences not reported as stated above may be excused by his employer if the Appointing Authority or his designee determine that there were unusual circumstances which were beyond the employee's control. An employee is required to call in on each day off or notify the City of the duration of his absence.

(d) A certificate from a licensed physician shall be required immediately upon returning to work from any illness 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. This certificate must include the re-employment date, work capable of being performed, and all restrictions. An employee may be required to submit a doctor's certificate for any illness beyond one (1) working day if so notified, by the Division authority designated by the City, prior to the employee's return to work. The validity of all medical excuses and physician's certificates are subject to review by the Director or his designee. Any review or medical examination ordered by the City shall be done on City time.

(e) Once an employee has exhausted his accumulated sick leave with pay, he shall be granted sick leave without pay subject to the same provisions as those which govern the use of sick leave with pay.

(f) Upon retirement or death, an employee or his legal representative shall have the right to convert his unused accumulated paid sick leave into cash at the rate of one (1) day's pay for each three (3) days of unused accumulated paid sick leave.

(g) The first (1st) pay period of each month the City shall furnish each employee with a written statement showing the amount of his unused accumulated paid sick leave.

(h) An employee who is injured on the job shall have the option of using his/her sick leave, workers' compensation benefits or his/her vacation, whichever he/she prefers.

#### 11.03 Funeral Leave

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 - one (1) working day;
- (b) If the funeral is outside the State of Ohio - two (2) working days;

(c) To be eligible for funeral leave, an employee must provide the City with a funeral form (supplied by the City) and must attend the funeral and/or other obligations related to the death and/or estate, etc.

(d) Falsification of funeral leave can result in discipline up to and including discharge.

#### 11.04 Union Leave

At the request of the Union, a leave of absence without pay shall be granted to any employee selected for 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. Upon request, employees may use accrued vacation/holiday time for such absence. In each case, notification that any employee shall be on Union Leave shall be provided to the employee's Appointing Authority, stating the category within which the leave falls, with a copy of said notification provided to the City's Labor Relations Office.

#### 11.05 Unpaid Medical Leave

An employee 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 postpartum periods, supported by medical evidence satisfactory to the City if the employee is on sick leave without pay in excess of one (1) full pay period and/or the employee has made application in accordance with the General Leave provision of this Contract. If the illness, injury or pregnancy, including postpartum recovery periods, continues beyond six (6) months, the City may grant additional medical leave under this paragraph upon the submission of medical documentation. An employee on unpaid medical leave is expected to keep the City informed as to the progress of his

or her illness, injury or pregnancy, including postpartum recovery period, as circumstances allows. Any employee who has been on unpaid medical leave may be required to submit to and pass a physical examination before being permitted to return to work.

#### 11.06 General Leave Provisions

(a) All leaves of absence and any extensions thereof must be applied for and granted or rejected within five (5) working days, in writing, on forms to be provided by the City. An employee, upon request, shall be entitled to return to work prior to the expiration of an unpaid medical leave of absence upon submission to the City of acceptable documentation that the employee is able to work.

(b) An employee may upon request, be entitled to return to work prior to the expiration of any other leave of absence if such early return is agreed to by the City.

(c) 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 no longer exists, at his current rate of pay.

(d) The City shall develop and establish uniform procedures including standardized forms and information sheets, governing the application for grant or denial of, extension of and return from leaves of absence. The Union shall be provided an opportunity to review and comment on the procedure before implementation.

(e) If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may impose disciplinary action up to and including discharge.

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

#### 11.07 Family Medical Leave

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

#### 11.08 No-Fault Attendance

The City reserves the right to implement a no-fault attendance policy pursuant to the following procedure. The City will first notify the Union not less than thirty (30) days before implementing such a policy and negotiate in good faith with the Union regarding the policy. If the parties are unable to reach agreement, the Union reserves the right to file for arbitration with the American Arbitration Association within fourteen (14) days of a written declaration of impasse. Each party shall present a proposal before the arbitrator, with the arbitrator selecting one or the other proposal based on his/her assessment of which proposal is the most reasonable. The arbitrator's decision must be rendered within thirty (30) days of the hearing date(s) and within sixty (60) days of his/her appointment, unless mutually agreed otherwise. If the Union does not timely file for arbitration following a declaration of impasse, the City may implement its last proposed policy. The City will not implement any policy until the arbitrator renders a decision and will implement the policy selected by the arbitrator. The City may modify the policy after one (1) year following implementation. If the City desires to modify the policy it must first provide the Union with no less than thirty (30) days' notice and negotiate in good faith with the Union regarding its intended modifications. In the absence of an agreement, the City may not modify the policy unless it establishes a demonstrable operational need.

### ARTICLE 12

#### VOLUNTARY SICK LEAVE CONTRIBUTION

12.01 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 and has exhausted his own sick leave, vacation and personal leave and who is not on the absence abuse list. The following conditions shall apply:

(a) An employee may contribute up to a maximum of one hundred (100) 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 sick leave shall have such contributed time deducted from his accumulated sick leave balance.

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

(c) An employee who is on a step of the sick abuse policy may seek an exemption from the prohibition on receiving sick leave contributions from the Commissioner or his designee. The Commissioner or his designee may then, within his sole discretion, allow for sick leave donations to the individual.

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

### ARTICLE 13

#### VACATIONS

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

<u>Years of Service</u>	<u>Vacation 8-Hour Employees</u>	<u>Vacation 24-Hour Employees</u>
After 1 year	10 days	6 shifts
After 8 years	15 days	9 shifts
After 12 years	20 days	12 shifts
After 22 years	25 days	15 shifts

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

(a) An 8-hour employee who has completed less than one (1) year of continuous employment by December 31 of the previous year shall receive one (1) 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 sixteenth (16<sup>th</sup>) of the month shall be credited with one (1) day of vacation.

(b) A 24-hour employee who has completed less than one (1) year of continuous employment by December 31 of the previous year shall receive one (1) shift off for each two (2) months worked prior to December 31 of the previous year. New employees whose starting date is prior to the sixteenth (16<sup>th</sup>) of the month shall be credited with having worked the month.

(c) 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.

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

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

(f) Time in an authorized leave of absence shall be deducted for purposes of computing the amount of accrued vacation, but the employee's seniority for vacation preferences shall not be affected.

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

(h) 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 for that year at the rate for which he is eligible based on length of service as follows:

8-Hour Employees

Less than eight (8) years of service - one (1) day per month, not to exceed ten (10) days.

Eight (8) years, but less than twelve (12) years of service - one and one-half (1½) days per months, not to exceed fifteen (15) days.

Twelve (12) years, but less than twenty-two (22) years of service - two (2) days per month, not to exceed twenty (20) days.

Twenty-two (22) years or more of service - two and one-half (2½) days per month, not to exceed twenty-five (25) days.

24-Hour Employees

Less than eight (8) years – one-half (½) shift per month.

Eight (8) years but less than twelve (12) years – three-fourths (¾) shift per month.

Twelve (12) years but less than twenty-two (22) years – one (1) shift per month.

Twenty-two (22) years or more – one and one-fourth (1¼) shifts per month.

(i) 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.

(j) 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 it must be taken during that period of time.

(k) 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 leave, in addition to receiving pro-rata vacation leave earned during the current year in which he terminates.

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

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

13.03 Employees may take their vacation during the calendar year at the convenience of the City. Beginning October 1 each calendar year employees will be given an opportunity to indicate their vacation leave preference(s) on a form provided by the City. All vacation preferences must be submitted no later than December 1. A written vacation schedule (by operational work unit) will be posted by the City no later than December 15 with priority given to employees according to their Job Classification seniority, to the extent consistent with operation requirements. If two (2) or more employees have the same classification seniority date, City seniority will determine who is given priority. Once the operational work unit vacation schedule is determined, it shall not be changed without consent of the involved employee(s) except in response to an operational emergency. Any employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority, based upon when the application was made.

ARTICLE 14

HOLIDAYS

14.01 Employees are entitled to an extra week of vacation to compensate for the following seven (7) holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In the event a Safety Supervisor retires, quits or is terminated, he shall receive pro-rata pay for this week based upon the time of separation. One (1) day would equal one-fifth (1/5) of one (1) week's pay. President's Day and Dr. Martin Luther King, Jr. Day shall be individual holidays for Safety Supervisors which will continue to be picked by shift seniority, one (1) day each calendar quarter, with approval of the Chief or Shift Commander.

ARTICLE 15

PROMOTIONS -TEMPORARY ASSIGNMENTS

15.01 The City can temporarily assign safety men to serve as safety supervisors only under the following circumstances:

- (a) Where an emergency situation exists;
- (b) Where there is a need to assign a safety supervisor, but no safety supervisor is willing or available to work an overtime assignment; or
- (c) Where a safety man is assigned as a safety supervisor in anticipation of a permanent promotion to the position of safety supervisor.

15.02 Any temporary assignment to Airport Safety Supervisor or Commander that exceeds forty-five (45) consecutive days will include the member receiving Acting Pay equal to the lowest grade in that rank, effective on Day forty-six (46) of the assignment.

15.03 A safety supervisor who performs a Commander's duties due to the absence of a Commander for a period of twenty-four (24) consecutive hours will receive an additional five

percent (5%) of his regular hourly rate for each of the twenty-four (24) hours he performs such duties. The Commissioner or his designee must approve a safety supervisor's performance of a Commander's duties.

#### ARTICLE 16

##### PROTECTION, PROPERTY AND SECURITY

16.01 Management shall not be permitted access to an employee's assigned locker without the employee being notified and afforded an opportunity to be present during such an inspection.

#### ARTICLE 17

##### CALL-IN PAY

17.01 An employee who is called in to work at a time which is non-contiguous to his regularly scheduled hours of work shall receive a minimum of four (4) hours of work at one and one-half (1 ½) times the employee's regular rate of pay. If an employee is called in and works more than four (4) hours, the employee shall receive pay for all hours actually worked at one and one-half (1 ½) times the employee's regular rate of pay.

#### ARTICLE 18

##### WAGES

18.01 Employees shall be paid as follows:

There will be a zero percent (0%) wage increase on or about April 1, 2016 through March 31, 2017.

There will be a two percent (2%) wage increase on or about April 1, 2017 through March 31, 2018.

There will be a two percent (2%) wage increase on or about April 1, 2018 through March 31, 2019.

Effective April 1, 2017, the wage rate of Safety Supervisors who had Paramedic certification on that date and maintained said certification to the date of this Agreement will be increased by \$.76/hour prior to the application of the April 1, 2017 and April 1, 2018 2% general wage increases negotiated as part of this Agreement.

Implement the following Step Schedule:

	Effective <u>4/01/16</u>	Effective <u>4/01/17</u>	Effective <u>4/01/18</u>
<u>Paramedic</u>			
Start	54,412.25	57,113.04	58,255.39
After 2 years	56,461.08	59,202.62	60,386.77
After 4 years	61,098.47	63,932.93	65,211.54
 <u>Adv. EMT-A</u>			
Start	53,196.57	54,260.80	55,345.89
After 2 years	55,222.70	56,327.43	57,453.97
After 4 years	59,882.80	61,080.71	62,302.24
 <u>EMT-A</u>			
Start	52,948.98	54,008.20	55,088.18
After 2 years	54,975.11	56,074.85	57,196.26
After 4 years	59,635.21	60,828.12	62,044.53
 <u>Non-Certified</u>			
Start	51,958.62	52,997.85	54,057.74
After 2 years	53,984.54	55,064.50	56,165.82
After 4 years	58,644.63	59,817.77	61,014.10

18.02 Once certification has been achieved, the employee shall not voluntarily lose certification. Upon request, employees shall be required to show written documentation of initial and/or continuing certification.

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

18.04 The City reserves the right to provide compensation through direct deposit or, if acceptable to the employee, through payroll debit card.

ARTICLE 19

LONGEVITY

19.01 Members shall be compensated for tenure according to the following schedule:

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

19.02 Longevity payments shall be made on or about March 31<sup>st</sup> of each year.

ARTICLE 20

MILEAGE

20.01 All regular full-time employees required by their job classification to use their personal vehicle in the performance of their duties for the City shall be reimbursed at the IRS rate for such actual mileage, paid on a quarterly basis. If there is an increase in the current adjusted annual IRS mileage rate, AARF shall communicate this increase to the employee in writing. Mileage reimbursement is not payable for travel to voluntary overtime assignments, unless the location of the initial overtime assignment is changed thereafter by AARF.

ARTICLE 21

REIMBURSEMENT FOR COURSES TAKEN

21.01 The City shall reimburse employees for the cost of the course or courses and books necessary to maintain job requirements. Job requirements shall be determined by the

Department of Port Control. If an employee fails the paramedic course provided by the City to maintain certification for reasons other than non-attendance for bona fide medical reasons, the City will not be liable for any additional cost an employee may incur to maintain certification.

## ARTICLE 22

### WORKPLACE INJURIES

#### 22.01 Payment for Mandated Hospital Observation

Any employee thought to have been injured or exposed to a toxic substance and sent to the hospital for treatment, test, or mandated observation, by the Chief or his designee and Workers' Compensation subsequently determines that there was not an injury sustained, shall have all bills pertaining to the employee's treatment be the responsibility of the City of Cleveland.

#### 22.02 No Loss of Pay on Day of Injury

An employee who suffers a compensable injury on the job shall be paid at the straight time base rate for any absence from work during his regular shift on the day of the injury that is authorized in writing by the Safety Division Medical Officer.

#### 22.03 Injury Pay

Employees will be entitled to injury pay benefits consistent with City policy.

## ARTICLE 23

### SAFETY AND CLOTHING

#### 23.01 Safety

When employees are fighting live pit fires, no personnel will be required to enter the pit without the use of appropriate fire fighting agents as designated by the N.F.P.A.

(a) The Department of Port Control has established a Safety Committee comprised of representatives from both management and non-management. The Union shall designate one (1)

member of its bargaining unit to be a member of the Safety Committee. The Union's designees shall be provided advance notice regarding the scheduling of a Safety Committee Meeting.

(b) The purpose of the committee shall be to examine current work practices and procedures for safety improvements; to explore diverse safety equipment, including training materials, and to make recommendations for safety improvements to the appropriate Commissioners.

(c) Employees who are on the Safety Committee shall not lose regular straight-time pay for the time spent in committee meetings. Employees will not be eligible for overtime or other premium pay for time spent on committee business.

(d) The City will abide by relevant provisions of Ordinance 501-89 for the life of the ordinance or Contract, whichever expires last.

#### 23.02 Medical Examinations

The City shall provide employees an annual medical examination.

#### 23.03 Clothing

(a) The City will meet and confer with the Union as to the quality and quantity of uniform items prior to ordering and issuing same.

(b) The City shall provide each member with an annual cash payment, or a voucher, of four hundred dollars (\$400.00) for the purpose of purchasing the required uniform clothing, not including safety equipment, which shall still be provided by the City. This payment shall be made by July 1<sup>st</sup> of each year.

(c) The City shall provide each member an annual clothing maintenance payment of four hundred and fifty dollars (\$450.00) on March 1<sup>st</sup> of each year. This payment shall be in the form of a check. This clothing maintenance shall be prorated for retirees.

(d) Members promoted to the rank of Airport Safety Supervisor shall receive an additional one time clothing allowance of one hundred and fifty dollars (\$150.00) for each promotion. This payment shall be in the form of a check and issued within three (3) days of said promotion.

ARTICLE 24

INSURANCE

24.01 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 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.

24.02 Health Care Benefits

(a) Effective April 1, 2018, the City will provide health insurance benefits as summarized in the attached descriptions. (See, Health Care Addendum A).

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

(c) Employee premium cost-sharing contributions for hospitalization, prescription, dental and vision coverage will be as follows upon ratification of this Agreement by both parties and such contributions shall be deducted from the member's wages as follows:

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

(d) Health care deductions of one-half the above amounts shall be made the first two (2) pay periods of each month.

(e) 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.

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

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

24.03 Voluntary Optional High-Deductible Hospitalization Plan

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%

24.04 Wellness Premium Contribution Rates

(a) 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)

(b) The discount shall take effect the month following the employee's satisfaction of these screening requirements. The City shall establish the deadline 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.

(c) 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.

#### 24.05 Life Insurance

During the term of this Contract, the City shall provide all members 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.

#### 24.06 Dental Insurance

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

#### 24.07 Vision Insurance

The City shall continue to provide a vision insurance plan for employees.

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

#### ARTICLE 25

##### COURT TIME/JURY DUTY

25.01 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 serviced 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 a personal nature; and
- (c) Turn in the amount received as a jury or witness fee to the City Treasury in order to receive his regular pay for this time period.

25.02 A shift employee who is called for jury duty shall be provided a Monday through Friday day shift schedule. Further, time spent on jury duty leave shall be counted as hours worked for the purpose of computing overtime.

25.03 An employee who is required to appear in court for reasons outside the scope of his employment, other than for jury duty, shall be granted vacation time or an unpaid excused absence provided that documentation is provided either in the form of a subpoena or a letter from a participating attorney and the request for an unpaid excused absence or vacation time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

#### ARTICLE 26

##### PARKING TICKETS

26.01 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.

ARTICLE 27

BULLETIN BOARDS

27.01 The City shall provide the Union with bulletin board space at mutually selected locations. Provided that:

(a) No notice or other writing may contain anything political or critical of the City or any City official or any other institution or any employee or other person;

(b) All notices or other materials posted on the bulletin board must be signed by the President or steward of the Union and shall be solely for Union business;

(c) Upon request from the Chief of the Department, the Union will immediately remove any notice or other writing that the City believes violates this paragraph or any Department rule or regulation.

(d) Upon request of the Union, the Chief will distribute such material and literature to all units as long as it meets the criteria in (a) and (b) of this Article.

ARTICLE 28

LAYOFFS

28.01 Lay-offs, if necessary, shall be in accordance with the Civil Service Commission rules.

28.02 Notice of Lay-Off

Notwithstanding Civil Service Commission rules notice of lay-offs shall be as follows:

28.03 Impending Lay-Off

In the event management becomes aware of an impending reduction in work force, they will furnish the Union a lay-off list as soon as practicable, prior to notifying any employee.

28.04 Actual Lay-Off

In the event of an actual lay-off, management will notify the affected employee(s) in writing not less than three (3) calendar days in advance of the lay-off date.

ARTICLE 29

NO STRIKE

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

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

ARTICLE 30

DEFENSE AND INDEMNIFICATION

30.01 The City will defend and indemnify employees sued in their capacity as City employees, consistent with City Charter and State statutory requirements.

ARTICLE 31

LABOR MANAGEMENT COMMITTEE

31.01 The City agrees to establish a Labor/Management Committee consisting of two representatives from the Union and two representatives from the City of Cleveland. The Committee shall meet on request of either party and not more often than once every three (3) months to discuss all matters of mutual concern. Attendance at said meetings shall be considered voluntary. If conducted while an employee is on duty, the employee will not suffer a loss of pay.

## ARTICLE 32

### SUBSTANCE ABUSE POLICY

32.01 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 Division of Port Control. 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.

#### 32.02 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) utilizing urine samples collected according to a chain of custody procedures consistent with the United States Department of Transportation (“D.O.T.”) regulations.

(d) The term “Misuse of Alcohol” means the unwarranted use or possession of ethyl, methyl or isopropyl 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 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 members personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .03 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member'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 City's Employee Assistance Program or a program covered by the employee's insurance plan.

32.03 Notice and Education of Employees Regarding Drug/Alcohol Testing. There will be a forty-five (45) day education and information period prior to random testing under this policy for employees, except that prior policies governing the testing of cadets and testing under consent forms shall remain in effect during this period.

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 randomly tested until this information has been provided.

32.04 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) 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 found to exist 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. If reasonable suspicion of drug/alcohol use is suspected, it shall be reported to the Chief, Assistant Chief or their designee. Either the Chief, Assistant Chief shall determine if drug/alcohol testing is warranted, and if so, shall order that the test be taken. Such report of the reasonable suspicion reasons shall be confidential, but a copy will be given to the employee, if requested.

(b) Post-Accident Testing. An employee involved in any accident resulting in personal injury to the employee or others, or one thousand dollars (\$1,000.00) or more of property damage.

(c) 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 of the applicable unit, (combining airport safety supervisors and Division of Fire) 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 be taken immediately to the collection site. A member who is on a regularly scheduled day off, vacation, already absent due to illness or injury, or on Compensatory Time Off or on an approved trade of time (for either, 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.

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

(e) 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) urine tests within the one-year period starting with the date of return to duty.

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

32.05 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.

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

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

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

(d) 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.

(e) Upon request, an employee shall be entitled to the presence of a union representative before testing is administered unless honoring the request will result in a delay of the testing process.

32.06 Testing Procedure.

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

(i) Initial screening step, and

(ii) Confirmation step.

(b) 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.

(c) Where urine samples have been taken, the two (2) samples will be preserved for a reasonable period of time and tested employees will have the opportunity to direct one of these samples to a reputable physician or laboratory of their choosing for retesting.

#### 32.07 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.

#### 32.08 Disciplinary Action.

(a) Drugs. Employees who as a result of being drug tested are found to be using illegal drugs shall be subject to dismissal. Employees 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 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 termination.

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

32.09 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.

32.10 Voluntary Participation in a Dependency Program.

(a) Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the City's Employee Assistance Program 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.

(b) Participation in a dependency program is voluntary and strictly confidential. Neither the City administration, the Division of Port Control nor any unit or entity within shall have access to the program's files and records. However, the Chief or his designee shall be advised when an employee is hospitalized or is an out-patient as part of drug dependency

rehabilitation. Also, upon written request of the participating employee, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

32.11 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.

ARTICLE 33

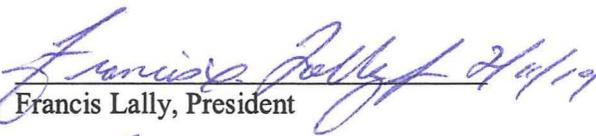
DURATION

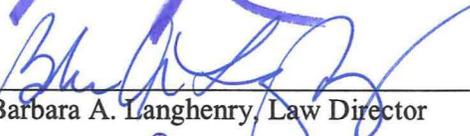
33.01 This Contract shall be effective upon ratification by the parties, and shall remain in full force and effect until March 31, 2019, or as amended or modified as hereinafter provided. Negotiations on the provisions of this Contract shall begin no later than ninety (90) days prior to March 31, 2019, provided either party has notified the other party in writing of its desire to terminate and/or modify the terms herein not sooner than December 1, 2018.

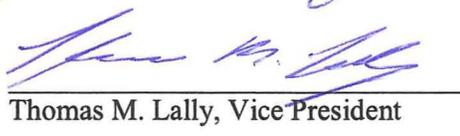
**CITY OF CLEVELAND**

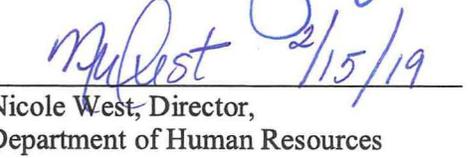
**CLEVELAND FIRE FIGHTERS UNION  
LOCAL 93, SAFETY SUPERVISORS**

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

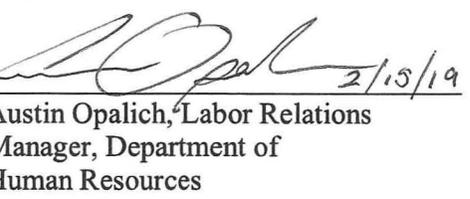
  
\_\_\_\_\_  
Francis Lally, President

  
\_\_\_\_\_  
Barbara A. Langhenry, Law Director

  
\_\_\_\_\_  
Thomas M. Lally, Vice President

  
\_\_\_\_\_  
Nicole West, Director,  
Department of Human Resources

  
\_\_\_\_\_  
Joseph A. Konys, Secretary

  
\_\_\_\_\_  
Austin Opalich, Labor Relations  
Manager, Department of  
Human Resources

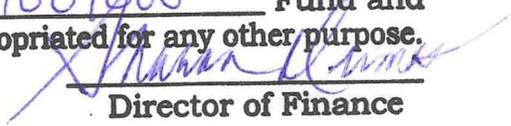
  
\_\_\_\_\_  
Samuel DeVito, Treasurer

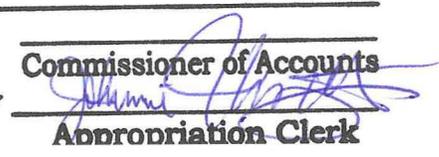
  
\_\_\_\_\_  
Michael Abbott, Steward

1604-15-36

The sum of \$ 0.00

\_\_\_\_\_ Dollars  
required for this Contract was on  
3/4/19 and is at this  
date in the City Treasury or in process  
of collection, to the credit of  
01001900 Fund and  
not appropriated for any other purpose.

  
\_\_\_\_\_  
Director of Finance

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

SIDE LETTER

For employees recently promoted to Safety Supervisors, one-half of the cost for tuition and books for paramedic certification will be provided by the City prior to the beginning of instruction. The City will reimburse the remaining one-half the cost for tuition and books upon successful completion of the certification program. Any employees failing the paramedic certification program will be required to reimburse the City for its payment of the costs of the tuition and books. The City reserves the right to schedule employees, attending the program, to 8-hour shifts. The City also reserves the right to limit the number of participants to two, at any given time.

**MEMORANDUM OF UNDERSTANDING**

The City of Cleveland (the "City") and the Cleveland Fire Fighters Union, Local 93 Airport Safety Supervisors (the "Union") agree that the City will regularly evaluate the scheduling of overtime opportunities among bargaining unit employees and will engage in good faith discussions with the Union concerning alternate mechanisms for equalizing overtime through the Labor Management Committee.

HEALTH CARE ADDENDUM A

CITY OF CLEVELAND  
MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

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

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

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

## II. PRESCRIPTION DRUG

a. Co-Pays:

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

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

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

## HEALTH CARE ADDENDUM B

### HIGH DEDUCTIBLE PLAN

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

Panel and Urinalysis (Ages nine and over,  
one each per benefit period):

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.**