

CT-1001-NF2020*0027

CONTRACT

BY AND BETWEEN

THE CITY OF CLEVELAND

AND

**LOCAL NO. 39
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO**

EFFECTIVE

APRIL 1, 2019 through MARCH 31, 2022

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ARTICLE 1
PURPOSE AND SCOPE

1.01 This Contract sets forth the basic terms of agreement between the City of Cleveland, hereinafter referred to as the "City," and International Brotherhood of Electrical Workers, AFL-CIO, Local 39, hereinafter referred to as the "Union," regarding employment of employees in the bargaining unit for the purpose of assuring that the operation and services of the City of Cleveland will be conducted efficiently and effectively.

1.02 It is the intent and purpose of the parties to provide a fair and reasonable method of enabling employees covered by the Contract to participate, through Union representation in the establishment of the negotiable terms and conditions of their employment; to provide the most efficient and effective method of carrying out the various missions of the City; to provide a peaceful procedure for the resolution of disputes arising under and during the term of this Contract.

1.03 The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee(s)" where used herein refers to public employees as indicated in the Recognition Clause of this Contract. The terms "Agreement" and/or "Memorandum" where used herein or where made in accordance of this Contract, refer to this Contract in its entirety, are subject to all the provisions herein and shall be binding on the parties named to this Contract.

1.04 It is understood and agreed that the use of headings before ARTICLES is for convenience only and that no heading shall be used in the interpretation of said ARTICLE nor effect any interpretation of and such ARTICLE.

1.05 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. If an agreement is reached between the Union and the City, any such supplemental agreement shall be in writing.

ARTICLE 2
RECOGNITION

2.01 The Union is recognized as the sole and exclusive representative for all employees of the City in the job classifications of the bargaining unit as set forth for purpose of establishing rates of pay, wages, hours, and other terms and conditions of employment.

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

Lineman Leader
Line Switchman
Trouble Lineman
Senior Lineman
Lineman Apprentice 4th
Lineman Apprentice 3rd
Lineman Apprentice 2nd
Lineman Apprentice 1st
Line Helper/Driver Trouble
Line Helper/Driver 2nd Year
Line Helper/Driver Start
Intern Apprentice
Senior Cable Splicer
Cable Splicer Apprentice 4th
Cable Splicer Apprentice 3rd
Cable Splicer Apprentice 2nd
Cable Splicer Apprentice 1st
Splicer Helper 2nd Year
Splicer Helper Start
Electric Meter Instruction Specialist & General Tester
Electric Meter Industrial Installer
Electric Meter Industrial Installer Leader
Electric Meter Service Installer I
Electric Meter Service Installer II
Meterman Apprentice 4th
Meterman Apprentice 3rd
Meterman Apprentice 2nd
Meterman Apprentice 1st
Transformer/Gas Turbine Repairman
Transformer/Gas Turbine Repairman Apprentice 4th
Transformer/Gas Turbine Repairman Apprentice 3rd
Transformer/Gas Turbine Repairman Apprentice 2nd
Transformer/Gas Turbine Repairman Apprentice 1st
Senior Electric Switchboard Operator
Junior Electric Switchboard Operator
Line Clearance Man
Electric Transmission & Distribution Inspector
Dispatcher Electric System Operator
Tele-Communications Technician
Low Tension Leader Lineman
Low Tension Lineman
Low Tension Trouble Lineman
Low Tension Line Helper Driver Trouble
Low Tension Line Helper Driver 2nd
Low Tension Line Helper Driver Start
Low Tension Lineman Apprentice 3rd

Low Tension Lineman Apprentice 2nd
Low Tension Lineman Apprentice 1st
Traffic Signal Control Technician I
Traffic Signal Control Technician II

2.03 In the event that the City creates a position with a community of interest, the City shall notify and meet with the Union within seven (7) days for the purpose of negotiating wages. If agreement cannot be reached within twenty-one (21) days, either party may request that the dispute be resolved in accordance with the Grievance Procedure, as set forth in this Contract.

RECOGNITION - FOREMAN

2.04 The Union is recognized as the sole and exclusive representative for all employees of the City in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours, and terms and conditions of employment.

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

Meter Service Foreman
Line Foreman
Cable Foreman
Underground Conduit Foreman
Transformer/Gas Turbine Repair Foreman
Switchboard Operator Foreman
Low Tension Line Foreman
Trouble Lineman Foreman

2.06 In the event that the City creates a position with a community of interest, the City shall notify and meet with the Union within seven (7) days for the purpose of negotiating wages. If agreement cannot be reached within twenty-one (21) days, either party may request that the dispute be resolved in accordance with the Grievance Procedure, as set forth in this Contract.

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 City are the exclusive and sole responsibility of the employer. 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, process, 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;

J. Effectively and efficiently manage the work force; and

K. Take actions to carry out and implement the mission of the City as a unit of government. The City reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Contract.

3.02 Notwithstanding Section 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 UNION AND EMPLOYEE RIGHTS

4.01 The rights of the Union are specifically listed in this Contract.

4.02 An employee has the right, upon his request, to the presence and advice of a Union Steward and/or Business Manager at all pre-disciplinary hearings or any other interviews conducted by Management where it is reasonable to believe the employee may be subject to disciplinary action. The City shall not unreasonably deny a Union request for two (2) representatives at a disciplinary hearing provided it does not interfere with operational needs. In such case the hearing shall be rescheduled.

4.03 Any citizens' complaint(s) which may result in the Disciplinary Hearing of an employee shall be reduced to writing by the City and shall contain the date of receipt of the complaint and the nature of the complaint. A copy of said complaint shall be furnished to the employee and Union at least five (5) working days prior to any Disciplinary Hearing or Civil Service Hearing when applicable.

4.04 An employee shall not be required to enter any work location or property involved in a primary labor dispute if such action would jeopardize his life or cause bodily injury or damage to personal property. However, it shall be the responsibility of the employee to contact the City and notify them of the danger, and to enter the work location of property when safe passage is provided by the City.

4.05 An employee may request an opportunity to review his personnel file, in the presence of supervision; and may submit memoranda to be included in the file, stating his position on any job evaluation report. An employee may have a representative of the Union present when reviewing his file, in the presence of a supervisor. A reasonable request for a copy of items included in the file shall be honored. All items in an employee's file with regard to the complaints and investigations will clearly be marked with respect to the disposition. Any grievance which is filed in response to discipline (including written reprimands) will be attached to the discipline and maintained in the employee's file at Cleveland Public Power/Safety Department, the Civil Service Office, and the Personnel Department.

4.06 An employee shall, upon request, be permitted to review any and all of his/her personnel record files in the presence of appropriate supervision and he/she may initial and date the contents found therein. Only copies of letters of discipline, evaluations and commendations shall be made available to the employee at the time of issuance. However, any materials in the employee's personnel record which have not been seen or signed by him/her or which are more than two (2) years old at the time discipline is being considered shall not be used against him/her. The signing of any materials to be placed in an employee's personnel record does not indicate agreement by the employee as to the contents of the material but does acknowledge he/she has seen it.

ARTICLE 5 NO-STRIKE/NO LOCKOUT

5.01 Section 6 of the Ohio Collective Bargaining Law (Section 4117 O.R.C.), hereinafter referred to as the "Law" provides that no public employee(s) shall have the right to strike during the duration or extension thereof of any Collective Bargaining Agreement (Contract), or during the pendency of the settlement procedures set forth in Section 4117.14 of the Revised Code.

5.02 Therefore, during the term of this Contract or any extensions thereof, neither the Union, nor its officers, agents, or any employee shall directly or indirectly call, sanction, encourage, authorize, finance, instigate, or participate or assist in any way in any strike against the City. For the purpose of this Contract, "Strike" shall mean any concerted action in failing to report for duty; concerted use of "sick leave;" mass resignation; concerted picketing; concerted slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment; or concerted interference of any kind at any operation or operations of the City for the purpose of inducing, influencing, or coercing a change in wages, hours, and/or terms and conditions of employment.

5.03 The Union agrees to notify all members of the Bargaining Unit of their obligation and responsibility to comply with the provisions of this section at all times for the duration of this Contract and any extension thereof. The Union and its Officers and Representatives shall at

all times discourage and endeavor to prevent or terminate any violation of this section. In the event any violation of this section occurs, the union and its Officers and Representatives must immediately notify all employees that the strike is prohibited, illegal and is not in any way sanctioned or approved by the Union, and shall advise all employees to return to work at once. Such notification may include public announcements and statements through the news media as well as individual notification to the Bargaining Unit members, and shall in any event be reasonably calculated to reach the total membership.

5.04 Any violation(s) of this section shall be remediable through the State Employee Relations Board (SERB) in accordance with the Law; and any employee in violation of this section shall also be subject to disciplinary action up to and including discharge. Any disciplinary action imposed or recommended by SERB shall not be subject to the grievance and arbitration procedure contained herein. However, disciplinary action initiated by the City may be appealed through the grievance procedure contained herein. The City shall not lock out any employees for the duration of this Contract.

ARTICLE 6 NON-DISCRIMINATION

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

6.02 All employees have the right to join the Union and to participate in lawful concerted Union activities. There shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee because of Union membership, or because of any lawful activity in an official capacity on behalf of the Union if performed in accordance with the provisions set forth in Article 8, Union Representation.

6.03 The Union, its officers and members shall not intimidate or coerce any employee(s) into (a) joining or remaining members of the Union; or (b) participating either as a grievant or witness in any grievance procedure.

ARTICLE 7 UNION SECURITY AND CHECK OFF

7.01 All employees in the Bargaining Unit covered by this Contract who are members of the Union on the date the Contract is signed and all other employees in such bargaining unit who 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. No new authorization forms will be required from any employee from whom the City is currently deduction dues.

7.02 The City will deduct regular initiation fees monthly dues, and assessments from the pay of employees in the bargaining unit covered by this Contract upon receipt and proper designation from the Union and employees, provided that:

7.03 An employee shall have the right to revoke an authorization of dues deduction giving written notice to the City and the Union at any time during the term of this Contract, but such revocation shall not take effect until the end of the month in which the notification is given.

7.04 The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

7.05 Deductions under this Section shall be made during each pay period, and if an employee's pay for one period is insufficient to cover Union dues or fees, the City will make an additional deduction from the pay earned the next pay period.

7.06 All deductions under this section, 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 which have been deducted and transmitted to the Union in accordance with this provision.

7.07 The following provisions shall be effective April 1, 1993 provided that the Union provides documentation and substantiation that at least 85% of the eligible employees in the Bargaining Unit are dues-paying members of the Union during the time period of this Contract.

A. All non-probationary employees covered by this Contract, who are members of the Union shall be required to pay dues. Employees are not required to join the Union as a condition of employment.

B. 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).

C. In 2018, the U.S. Supreme Court's decision in *Janus v. AFSCME*, No. 16-1466, 585 U.S. ___ (2018) ("*Janus*") rendered the fair share fee terms in the parties' collective bargaining agreement unenforceable. If, during the term of this Agreement, the applicable law changes such that the all of the fair share fee terms in effect in the parties' Agreement prior to *Janus* are lawful, the parties agree to reinstate those terms on a mutually agreed-upon date. If there is a change in the applicable law but either party believes that such change does not allow reinstatement of the prior terms, the parties will meet to discuss whether the Agreement can lawfully include fair share fee terms and attempt to negotiate legally enforceable terms. This provision does not constitute a reopener of this Agreement and does not affect, amend, or revise any of this Agreement's other terms or duration. Discussions or negotiations in which the parties may engage pursuant to this provision are not subject to the dispute resolution provisions of Ohio Revised Code Chapter 4117.

ARTICLE 8
UNION REPRESENTATION

8.01 The City recognizes the right of the Union to select Local Officers, Business Agent, and Departmental Stewards to represent employees on grievances arising under this Contract as follows:

8.02 The Departmental Steward shall act as Business Agent when the Business Agent is absent from work. It is the responsibility of the Union to have a Business Agent or Departmental Steward assigned to each work location. A Local Union Officer may act when necessary in place of a Business Agent. The Union will provide, on a divisional basis, a list of Local Officers, Business Agents, and Departmental Stewards. The Union will notify the City of any changes in such lists.

8.03 One Business Agent or one Local Union Officer may be permitted to investigate and process a grievance and attend meetings provided for in the grievance procedure without loss of straight-time pay. The City shall not unreasonably deny a Union request for two (2) representatives at a hearing provided it does not interfere with operational needs. In such cases the hearing shall be rescheduled. Such activity will be with proper regard for the City's operational needs and work requirements, and at no time shall more than one representative investigate the same grievance. The Business Manager or President shall be permitted up to two (2) hours to meet with the Business Agent or Local Union Officer at the respective work location to discuss the grievance. All such activity will be with prior permission of an employee's supervisor and shall be logged on forms provided by the City for that purpose. In no event shall the supervisor's permission be unreasonably withheld.

8.04 It is the mutual responsibility of the City and the Union to cooperate in good faith in providing a fair and timely grievance procedure while at the same time keeping to a minimum the time lost due to the investigation and processing of employee grievances.

8.05 Up to three (3) employees, in addition to the Business Manager and President, may serve as members of the Union's negotiating committee and shall be allowed reasonable time to participate in collective bargaining meetings with the City without loss of regular straight-time pay if the meetings are held during the employee's regularly scheduled hours of work. These members shall be allowed up to four hours per week, during weeks when negotiations are scheduled by the City, to prepare for their participation in collective bargaining meetings without loss of straight time pay. No pay will be provided for collective bargaining meetings held during employees off hours. The preparation meetings will be scheduled with the prior consent of the employee's supervisor and all such activity shall be logged on forms provided by the City for the purpose.

8.06 Any abuse of the procedures covered under this section shall be brought to the attention of the Appointing Authority and the City's Labor Relations Office and subject the Business Manager, Officer or Business Agent to disciplinary action, inclusive of forfeiture of pay for any time abused.

ARTICLE 9 UNION VISITATION

9.01 A Staff Representative or non-employee representative of the Union shall be admitted to the City's facilities and sites during working hours upon reasonable advance notice to

the appropriate Appointing Authority or his designee. Such visitations shall be for the purpose of ascertaining whether or not this Contract is being observed by the parties, to participate in the adjustment of grievances, and to attend other meetings as provided herein. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the City. Permission shall not be unreasonably withheld.

ARTICLE 10
BULLETIN BOARDS

10.01 The Union will be allowed four (4) locked bulletin boards for official Union notices. One (1) bulletin board shall be in the West 41st Office Building, the second to be located in the Meter and Service Building, the third at the 1300 Lakeside Operations Control Room and a fourth at the East 140th Street station. The keys to the boards shall be furnished to the Business Manager. Provided, that all notices or other materials posted on the bulletin boards must be signed by the President or Business Agent of the Union or an official representative of the Union.

10.02 The City will also provide Bulletin Boards at Traffic Signal and Safety Signal locations.

A. No notice or other writing may contain anything political or critical of the City or any City Official or 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 Chief Steward of the Union, or an official representative of the Union; and

C. Upon request from the appropriate Commissioner or his designee, the Union will immediately remove any notice or other writing that the City believes violates this paragraph, but the Union shall have the right to grieve such action through the Grievance Procedure.

ARTICLE 11
EMPLOYEE SENIORITY

11.01 Unless otherwise indicated, classification seniority shall refer to classification within the Division.

11.02 The job classifications of Lineman, Senior Lineman, Leader Lineman, Trouble Lineman, Line Switchman, Line Foreman (Day), and Line Foreman (Night) shall be considered High Tension, unless specifically designated as Low Tension.

11.03 EMPLOYEE SENIORITY FOR THE DIVISION OF CLEVELAND PUBLIC POWER

Temporary assignments and job bids will be based on the following SENIORITY PROGRESSION:

A. Leader Lineman, Senior Lineman

The employee with the most journeyman lineman or higher classification seniority in the Division of Cleveland Public Power. Time spent as a low tension lineman or a low tension leader, after first being certified and serving as a lineman or above shall also count for the purposes of journeyman lineman classification seniority.

B. Trouble Lineman

Shall have twelve (12) months of senior lineman experience and six (6) months working with the Cleveland Public Power systems. The employee with the most journeyman lineman or higher classification seniority in the Division of Cleveland Public Power. Time spent as a low tension lineman or a low tension leader, after first being certified and serving as a lineman or above shall also count for the purposes of journeyman lineman classification seniority.

C. Line Switchman

Shall have two (2) years of trouble lineman or senior lineman experience.

The employee with the most journeyman lineman or higher classification seniority in the Division of Cleveland Public Power.

D. Line Foreman (DAY)

Shall have two years' experience as a leader lineman, senior lineman, trouble lineman or line switchman.

E. Line Foreman (NIGHT)

Shall have two years of experience as a line switchman or trouble lineman.

The employee with the most journeyman lineman or higher classification seniority in the Division of Cleveland Public Power.

F. Low Tension Leader

The employee with the most journeyman seniority as a low tension lineman or a lineman or higher in the Division of Cleveland Public Power.

G. Electric Meter Industrial Installer

The employee with the most journeyman electric meter installer I or higher classification seniority in the Division of Cleveland Public Power.

H. Electric Meter Service Foreman

Shall have two (2) years' experience as an electric meter industrial installer.

The employee with the most journeyman Electric Meter Installer I or higher classification seniority in the Division of Cleveland Public Power.

I. Underground Conduit Foremen

Shall have two years of experience as a journeyman lineman or journeyman cable splicer or higher.

The employee with the most journeyman lineman or journeyman cable splicer or higher classification seniority in the Division of Cleveland Public Power.

J. Cable Foremen

Shall have two years of experience as a journeyman cable splicer or higher.

The employee with the most journeyman cable splicer or higher classification seniority in the Division of Cleveland Public Power.

K. Transformer/Gas Turbine Repairmen

All employees currently holding the position of Transformer Repair or Gas Turbine Mechanic on April 1, 1992 shall be grandfathered into this position. In the future, this position will be filled with a four year apprenticeship program.

L. Transformer/Gas Turbine Repair Foremen

This position will be filled by the employee with the most journeyman transformer/gas turbine repair seniority in the Division of Cleveland Public Power. If there are no journeyman transformer/gas turbine repairmen, then the foreman position shall be filled by the employee with the most journeyman seniority in a classification covered by the Lineman Progression.

M. Transmission and Distribution Inspector

An employee's time as Transmission and Distribution Inspector shall count for any progression in which the employee is a journeyman within that progression (i.e., for the lineman progression, any time the employee has been a journeyman lineman, for the meterman progression, any time the employee has been a journeyman meterman, or for the cable splicer progression any time the employee has been a journeyman cable splicer).

N. Line Clearanceman

After first being certified as a Line Clearanceman, employees in that classification may utilize their seniority as a Line Clearanceman to bid on any driver position.

11.04 EMPLOYEE SENIORITY FOR THE DEPARTMENTS OF PUBLIC SERVICE AND/OR FINANCE

Temporary assignment and job bids will be based on the following seniority progression:

A. Low Tension Foreman

Shall have two (2) years' experience as a leader low tension lineman, trouble lineman or low tension lineman.

B. Tele-Communication Tech. Foreman

Shall have two years' experience as tele-communication technician.

C. Technician

Shall have two years' experience as a leader low tension lineman, trouble lineman or low tension lineman.

D. Leader Low Tension Lineman

Shall be a low tension lineman.

E. Trouble Lineman Low Tension

Shall be a low tension lineman.

F. Lineman Low Tension

Four years as lineman apprenticeship and one year as line helper driver or trouble driver.

G. Traffic Signal Control Technician I

Must have served as a Traffic Signal Control Technician II.

ARTICLE 12
LAY-OFFS

12.01 Whenever it is necessary, because of lack of work or lack of funds, to reduce the working force of the City, employees shall be laid-off from their classifications in reverse order of classification seniority within the Division. Within any classification series, (set forth in Appendix A), laid-off employees have the right to displace employees in equal or lower rated classifications within the same classification series who have less Division seniority. Notwithstanding the above, a laid-off employee may not displace a Line Switchman or Transformer/GT Mechanic unless the laid-off employee previously held that classification as his or her regular assignment. In addition, a laid-off employee may displace an employee in a classification within the Division that the laid-off employee previously held, provided the laid-off employee has more classification seniority in the previously held classification than an incumbent.

12.02 Employees shall be given a minimum two weeks' advance written notice of layoff indicating the circumstances which make the layoff necessary; however, if a layoff becomes necessary due to a federal or state grant, court order or other dictate outside of the City's normal control, two weeks' notice shall not be required.

12.03 In the event an employee is laid off, he shall receive payment for earned, but

unused vacation as quickly as possible, but not later than thirty days after the layoff.

12.04 In the event of the layoff of any bargaining unit members who have the same seniority dates, the employees affected will be ranked by listing them in order using the last four digits of their social security numbers. The lower four digit numbers will have greater seniority and the higher four digit numbers will have lesser seniority and will be subject to layoff first. This tie-breaking procedure will not be affected by any rankings established by the Civil Service Commission, whether the results of "resume examinations" conducted or otherwise.

12.05 Employees who have been laid-off shall retain recall rights for twenty-four consecutive months from the date of layoff. An employee on layoff will be given two weeks' notice of recall from the date on which the employee receives the recall notice by registered mail (to the employees last known address as shown on the City records). If an employee is recalled to the same classification, but refuses the job, the employee shall be removed from the layoff list and shall forfeit all seniority rights, including recall rights. An employee on the recall list may be offered a position in a lower classification. Whether the employee accepts or rejects the offer of a position in a lower classification, the employee will still maintain his/her position on the recall list.

ARTICLE 13 PROBATIONARY PERIOD

13.01 Effective January 1, 2002, employees shall normally serve a probationary period of six (6) months for initial hires and one hundred twenty (120) days for promotions. The appointing authority may request a longer probationary period for initial hires only, not to exceed one additional month. The City shall have the sole right to discipline or terminate a new hire or to demote a newly promoted employee during the employee's probationary period. Approved leaves of absence in excess of thirty (30) days will not count for purposes of calculating probationary period.

13.02 All employees who have been promoted or who have changed classifications shall retain the right to return to a vacancy in their previous classification within thirty (30) days of the change in classification, which may be extended by one additional thirty (30) day period by agreement between the City and the Union.

13.03 Effective April 1, 1992, new employees shall not receive seniority credit for any prior governmental or public service for any purposes, including the computation of vacation and sick leave benefits. Employees who previously worked for the City of Cleveland, and either quit, retired, were discharged for cause or lost recall rights and are later rehired, shall be considered new employees pursuant to this Section. Employees who transferred from any Division in the City to a position in this bargaining unit will maintain all seniority for purposes of benefits only.

ARTICLE 14 LEAVES OF ABSENCE

14.01 General Leave

A. 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.

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

C. 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. An employee who is absent without leave for three (3) working days shall be considered to have voluntarily resigned. An employee in an unpaid leave of absence does not accrue credit toward vacation, paid sick leave, steps, longevity or P.E.R.S., unless otherwise specified below.

D. City policy on excused docks will remain unchanged.

14.02 Union Leave

A. The Union Business Manager, President and Business Agent shall collectively be entitled to seven (7) days off each year, without loss of pay, to attend conferences or otherwise attend to Union business. The Business Manager shall request leave on behalf of him/herself or the President or Business Agent and present the request to management at least one (1) week in advance. The request is subject to the approval of the City, but approval shall not be unreasonably denied.

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

1. Any request for leave must be made at least five (5) days prior to the date of such leave. However, any request for leave of thirty (30) days or more must be made at least thirty (30) days prior to the date of such leave.
2. Any Union leave shall not extend beyond one (1) year.
3. The approval and authorization of any Union leave shall be contingent upon operational needs as determined by Management.
4. Union leave time of five (5) consecutive days or less for the Business Manager and one other Union representative only shall not result in any loss of seniority. In addition, up to three election counters/judges may be released without loss of seniority for not more than one day each, every three (3) years.

14.03 Education Leave

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

14.04 Sick Leave Without Pay/Medical Leave of Absence

After an employee has exhausted his sick leave with pay, he may be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury upon request, and supported by medical evidence satisfactory to the City, if the employee has reported such illness or injury to his department head or immediate supervisor by no later than the first day of absence. If the illness or injury continues beyond (6) months, the City may grant additional sick leave under this provision upon request. An employee on sick leave is expected to keep the City informed on the progress of his illness or injury. Any employee who has been on medical leave may be required to submit to and pass a physical examination before being permitted to return to work. The time spent at a physical examination with the City doctor and required by the City shall be paid, if the City doctor releases the employee to work and the employee reports to work as scheduled.

14.05 Meritorious Leave

For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for good cause shown for a period not to exceed ninety (90) days. The granting of such leaves will be based upon the operational needs of the employee's department.

14.06 Jury Duty

A. 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:

1. An employee must present verification of his call to jury duty or witness duty;
2. If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature; and
3. 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.
4. 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 29 shall apply.

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

1. Documentation is provided either in the form of a subpoena or a letter from a participating attorney; or
2. 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.

14.07 Funeral Leave

A. An employee will be granted Funeral leave, to be charged against his accumulated sick leave with pay, in the event of the death of a member of his immediate family, defined as: spouse, mother, father, grandparent, grandchild, mother-in-law, father-in-law, child, brother or sister, or a person who has been loco parentis to the employee as follows:

1. Five (5) working days, if the Funeral is within the State of Ohio.
2. Seven (7) working days, if the Funeral is outside the State of Ohio.

To be eligible for Funeral leave, an employee must provide the City with a funeral form (to be supplied by the City), if requested, and must attend the funeral. Proof of death by a statement from the Mortician, a death certificate, or a statement from the Funeral Home is required, if requested. Any misrepresentation of facts related to Funeral Leave, shall be proper cause for disciplinary action, up to and including discharge, and/or forfeiture of pay for the leave.

B. At the discretion of the Appointing Authority, employees may be granted four (4) hours of sick leave with pay as Funeral Leave to attend the Funeral of a fellow employee within the Division. The Appointing Authority shall determine the number of employees which can be granted such Funeral Leave at each work location without negatively affecting operations or causing an overtime situation.

C. For the purposes of assessing usage of sick leave in regard to absence abuse, funeral leave shall not be a factor.

Consideration of requests for such Funeral Leave shall be in accordance with operational needs and seniority within the Division.

Employees must attend the Funeral and provide documentation and proof of same.

14.08 Sick Leave with Pay

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

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

2. Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed his initial probationary period with the City.
3. No paid sick leave shall be granted, unless the Division authority designated by the City is notified of the sickness no later than one (1) hour prior to the employee's 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 one (1) hour before 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 on each day off, or notify the City of the duration of his absence.

4. A certificate from a licensed physician shall be required immediately upon returning to work for any sickness from an employee who has been so notified in writing or after any illness requiring hospitalization. The certificate must include: re-employment date, work capable of being performed, all restrictions. An employee may be required to bring in a doctor's certificate for any sickness beyond three (3) days, prior to returning to work.

The validity of all medical excuses and physician's certificates are subject to review by a City physician, an Appointing Authority, or the Department of Human Resources. Any reviews or medical examinations by the City shall be done on City time.

5. Upon retirement or death, an employee, or his legal representative, shall have the right to convert his accumulated paid sick leave into a lump sum payment via check or voucher at the rate of one (1) day's pay for each three (3) days of unused accumulated paid sick leave. The pay rate used shall be the same three (3) years average of earnings, overtime and longevity pay divided by 2080 hours. The pay rate used for employees hired after March 31, 2020 will be the employee's base hourly rate at the time of retirement or death.
6. An employee who is hurt on the job shall have the option of using his paid sick leave, workers' compensation benefits, or his vacation, whichever he prefers.
7. An employee who incurs a permanent partial disability shall be offered a job, if available, within the bargaining unit, he is capable of performing.

14.09 Injury Leave

A. Where the appointing authority determines that an employee has been injured in the course and scope of his employment with the City, the employee shall be entitled to a leave of absence for up to ninety (90) calendar days.

B. If at the end of this ninety (90) day calendar period set forth in Section 1, the employee is still disabled, the leave may, at the City's sole discretion, be extended for an additional ninety (90) calendar day period or parts thereof.

C. Employees on an approved injury leave shall continue to receive paid hospitalization coverage for the period of the approved injury leave, not to exceed six (6) months.

D. The City shall have the right to require an employee to perform alternate work rather than be on leave provided a physician certifies that the employee can perform the work as assigned.

E. Seniority will continue for purposes of job bidding.

F. The City will establish an Injury Pay policy and procedure. Prior to implementation, the City will discuss the policy with the Union.

14.10 Military Leave

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

14.11 Family and Medical Leave Act

The City shall comply with all provisions of the Family and Medical Leave Act. However, any leave provisions under this Agreement which are more beneficial than the leave provisions under the FMLA shall remain in effect. As appropriate, the City will designate an employee's use of paid and unpaid time as Family Medical Leave consistent with the Family and Medical Leave Act, Sick Leave and Leave of Absence Policies.

14.12 Voluntary Sick Leave Contribution

Effective upon execution, 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 or chronic 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 shall apply:

A. An employee may normally contribute up to a maximum of forty (40) hours of his accumulated paid sick leave within a calendar year but must retain at least one hundred (100) hours of accumulated leave after any contribution. In circumstances where the recipient has exhausted his or her 12 weeks of FMLA leave, employees may contribute an additional sixty

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

D. 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.

E. Employees who are on the City's attendance policy abuse list shall not be eligible to receive any sick leave contributions.

F. Any employee determined to have "sold" sick leave to another employee shall be discharged, subject to grievance and arbitration.

ARTICLE 15
JOB EVALUATION AND CLASSIFICATION

15.01 Job evaluations, job classifications and/or job descriptions as contained herein shall not be subject to the provisions of the Grievance Procedure. Any change in the Union's existing bargaining unit, with respect to job title or classification, shall be furnished to the Union ten (10) days prior to its implementation.

15.02 The City recognizes the right of a regular full-time employee to appeal disciplinary action based upon failure to meet the required standard of job performance through the Grievance Procedure.

ARTICLE 16
ASSIGNMENT OF WORK - TEMPORARY CHANGE OF CLASSIFICATION

16.01 All employees shall be required to perform any and all temporarily assigned duties, regardless of their usual or customary duties or job assignment. A temporary assignment which results in a change of classification shall not exceed thirty (30) consecutive working days, except (1) to fill a vacancy caused by an employee being on an approved leave of absence, (2) to provide vacation relief scheduling, (3) to fill an opening temporarily pending permanent filling of such opening, or (4) to meet an emergency situation. In the event a temporary assignment exceeds 30 consecutive working days for any reason other than the exceptions listed in this section the City will process personnel request, post a bid notice and the bid procedure section of this contract shall take effect. The City will provide the Union with a dated copy of the approved Personnel Request within five (5) days after approval.

16.02 When an employee is temporarily assigned to another classification:

A. If the rate of pay for such other classification is lower than his regular rate, he shall maintain his regular rate of pay;

B. If the rate of pay for such other classification is higher than his regular rate, he shall receive an adjustment in pay within his own classification. An employee must work in the higher classification for four (4) hours or more in order to receive the higher rate of pay.

C. If a temporary assignment which results in a change to a higher classification within the bargaining unit, with the exclusion of Leader Lineman, Low Tension Leader Lineman, or Foreman, is expected to exceed five (5) consecutive working days or in fact does exceed five (5) consecutive working days, the temporary assignment shall be offered to the employee, within the Division, with the most job classification seniority provided that he has the ability to perform the work involved.

D. Any temporary vacancy in excess of four (4) days, which would result in a change of classification to Leader Lineman or Low Tension Leader Lineman shall be first based upon job classification seniority then on operational needs, then on qualifications as determined by management. An employee who has been temporarily assigned to a Leader Lineman or Low Tension Leader Lineman position will be evaluated by management with regard to the ability to lead, and job performance; any unsatisfactory or unacceptable performance will be reduced to writing and submitted to the affected employee and discussed at a consultation. The Union and the employee may submit the unsatisfactory evaluation as an item for discussion and reconsideration through the Labor-Management Committee; after reconsideration, it may be mutually agreed to grant the employee another opportunity to correct and improve his job performance; if his performance remains unsatisfactory as determined by management, he shall be removed from further consideration for such position for a period of one (1) year.

E. Any temporary vacancy in excess of five (5) days, which would result in a change of classification to Foreman, shall be first based on job classification seniority, then on operational needs, then on qualification as determined by management. Any employee who has been temporarily assigned to Foreman will be evaluated by management with regard to the ability to lead and job performance; any unsatisfactory or unacceptable performance will be reduced to writing and submitted to the affected employee and discussed at a consultation. The Union and the employee may submit the unsatisfactory evaluation as an item for discussion and reconsideration through the Labor-Management Committee; after reconsideration, it may be mutually agreed to grant employee another opportunity to correct and improve his job performance. If his performance remains unsatisfactory as determined by management, he shall be removed from consideration for such position for the period of one (1) year.

F. Any temporary vacancy which results in temporary assignment and changes of classification for less than five (5) consecutive working days shall be based on operational needs and management's judgment of qualifications.

G. If no qualified employees agree to accept a temporary change in classification in the Trouble Department, lasting five (5) or more consecutive work days, the least senior qualified employee shall be assigned to the position. As soon as a less senior qualified employee becomes available, that less senior employee shall be assigned.

H. The City shall not rotate temporary transfer assignments in order to deprive employees of the opportunity to qualify for a higher rate of pay under these temporary transfer provisions.

ARTICLE 17
BID PROCEDURE

17.01 Whenever Management determines there is a vacancy in a classification (other than Line Helper Driver), within the exclusive bargaining unit covered by this Contract, the City shall post a listing of the position, job duties and special qualifications, if any, for seven (7) consecutive working days. Employees who meet the minimum qualifications may fill out job bidding forms, with a copy provided to the employee. When an employee is offered the position, the employee must sign the Acceptance/Decline form within 24 hours of notification. E-mail or facsimile notification shall be accepted. If the employee fails to respond in writing within 24 hours, the City shall construe it as a rejection. Five (5) days thereafter, a notice shall be posted stating who, if anyone, has been awarded the position, a list of employees who bid for the position and a copy of the notice of award shall be forwarded to the Union. If nobody is awarded the position, the Union will be notified in writing. An employee may submit forms for a job which may become available for the next six (6) month period.

17.02 An employee who has been suspended for five (5) days pursuant to the City's Attendance Policy in the last six months will be disqualified from bidding for any promotion and/or will be removed from shift work.

17.03 Bid notices shall be posted for the following vacancies as they are determined by the City:

A. A vacancy in a work location to be filled by an employee from another work location in the same classification within the Division, within the bargaining unit.

B. A vacancy on a shift to be filled by an employee from a different shift and/or from another work location in the same classification within the Division within the bargaining unit.

These types of vacancies shall be awarded to the employee with the most seniority in the following order: (1) job classification bid seniority, as set forth in Article 11 of this Agreement; (2) bargaining unit seniority within the Division; (3) Division seniority; (4) City seniority; and (5) the last four digits of the employee's social security number, with the lower number having greater seniority, provided the employee has the ability to perform the work involved. For the purpose of bid procedure, job classification bid seniority shall include all time spent in a higher or similar series classification. For example, a high tension lineman's job classification bid seniority shall include time spent as a trouble lineman, senior lineman, line switchman, and/or line foreman. A Meter Service Installer II's job bid seniority shall include time spent as a Meter Service Installer I, Meter Industrial Installer, Instrument and General Tester, and/or Meter Service Foreman and so on.

C. A vacancy in a classification within the bargaining unit to be filled by an employee holding the same, or other classification within the bargaining unit.

These types of vacancies shall be awarded to the employee with the most seniority in the following order: (1) job classification bid seniority, as set forth in Article 11 of this Agreement; (2) bargaining unit seniority within the Division; (3) Division seniority; (4) City seniority; and (5) the last four digits of the employee's social security number, with lower numbers having greater seniority, provided the employee has the ability to perform the work involved. If, as the result of this award, the change in classification results in a promotion, the affected employee shall receive the applicable higher rate of pay for such classification. Low Tension Linemen Apprentices who are enrolled in the three-level apprenticeship program administered by the City of Cleveland shall be considered as Apprentices either at Cleveland Public Power or in the Department of Public Service and the Department of Finance, and their respective appointment to a Low Tension Lineman position shall be to that respective Division or Department and shall not be considered a bid position.

17.04 When the Mayor approves the promotion of an employee into a higher paying job classification, the higher pay for sick time, vacation time, etc. shall be paid retroactive to the date the promotion was approved by Cleveland Public Power or the Department of Public Service or the Department of Finance.

17.05 During January of each year, trouble linemen and/or trouble drivers may notify the City that they wish to transfer out of the Trouble Department to become either senior linemen and/or line helper drivers, respectively. In such case, the City shall post at least two (2) positions pursuant to the bidding procedure in this Article and shall fill the positions accordingly. If more than two (2) trouble linemen and/or trouble drivers (collectively) notify the City of their desire to leave the Trouble Department, then the employees who have spent the most time in the Trouble Department, immediately prior to the notification, will be given the opportunity to transfer.

ARTICLE 18 HOURS OF WORK

18.01 The normal work week for regular full-time employees shall consist of forty (40) hours per week, excluding meal periods. The normal work day for non-shift employees shall consist of eight (8) hours between 8:00 a.m. to 4:30 p.m. daily. The normal work week of such employee's shall consist of five (5) days, Monday through Friday inclusive. Traffic Signal starting time will begin at 7:30 a.m. and end at 4:00 p.m.

18.02 The normal work week shall begin at 12:01 a.m. Monday and end at 12:00 midnight Sunday.

A. All employees who work a regular work day shall be allowed not less than thirty (30) uninterrupted minutes for a lunch period, the normal lunch is 12:00 p.m. to 12:30 p.m. or as scheduled by the Supervisor. All lunch periods shall be taken at the job site or within five (5) minutes of the job site. Lunch travel time is included in the one-half (½) hour. The crew will notify dispatch when breaking for lunch and when the crew returns to the job site.

B. There shall be two (2) fifteen (15) minute rest periods on each shift each work day. The rest periods will be scheduled by a Supervisor during the middle two (2) hours of each half (½) shift. All breaks will be taken at the job site.

C. When an employee works beyond his regular quitting time, the employee shall receive one (1) fifteen (15) minute paid rest period after an additional two (2) hours of work. An employee will receive an additional thirty (30) minute meal period after four (4) consecutive hours of overtime.

D. Where safe and proper operating practices allow with the approval of the Supervisor, all employees on shift schedules will be permitted to eat meals and take rest periods on the job.

E. When an employee is required to work two (2) hours or more as a result of a call-out or scheduled overtime work, he shall be furnished an unpaid meal period every four (4) hours of work. An employee shall also receive one (1) fifteen (15) minute break in the middle two (2) hours of every four (4) hours worked. All lunch periods shall be taken at the job site or within five (5) minutes of the job site, and fifteen (15) minutes breaks will be taken at the job site. Lunch travel time is included in the thirty (30) minute meal period. Lunches and breaks to be scheduled by the Supervisor.

F. When clocks are advanced one hour at the beginning of daylight saving time, scheduled workers on the midnight to 8:00 a.m. shift will be paid for eight (8) hours at straight time. When clocks are set back one hour at the end of daylight saving time, workers on the midnight to 8:00 a.m. shift will receive eight (8) hours pay at straight time.

ARTICLE 19 INCLEMENT WEATHER

19.01 Inclement weather shall be defined as follows:

A. 10 degrees Fahrenheit or below as determined by the National Weather Service at Cleveland Hopkins Airport.

B. Rain.

C. Snow Squalls.

D. Snow other than light or dry snow. Light snow deals with the amount and quantity of snow. Dry snow shall mean snow that does not remain packed when compressed by hand.

19.02 Inclement weather shall initially be determined at the reasonable discretion of the Foreman or Leader who shall then notify their immediate supervisor via two way radio of their location and the start time of the inclement weather. The crew's immediate supervisor who shall have the authority, unless otherwise directed by the Commissioner or his designee to determine inclement weather. Upon cessation of inclement weather, the Foreman or Leader shall notify their immediate supervisor via two way radio of their location and the end time of the inclement weather.

19.03 If there are issues with the process, a Labor Management Committee shall be convened to determine any changes required in the process. The existing process shall remain in place until Labor and Management agree upon any changes to the process.

19.04 During inclement weather, employees shall be assigned the following unless during such time as an emergency is declared by the Commissioner or his designee. Both the declaration of the existence of or the cessation of an emergency shall state specifically when the emergency started or ceased.

A. Installation of de-energized equipment in areas where there is no immediate energized equipment (during light snow/dry snow) or removal of de-energized equipment in areas where there is no immediate energized equipment (during light precipitation, light snow/dry snow), provided that the work can be done in a manner with regard to employee and general public policy.

B. Loading and unloading of electrical materials, including stocking inventory, etc.

C. Maintenance and cleaning in substations and consumer vaults.

D. Cleaning, stocking and maintenance of trucks, tools and equipment.

E. Other work as assigned indoors or in areas sheltered or protected from extremely inclement weather conditions, including training, safety meetings, viewing safety films, etc.

F. Work in a manhole may be performed by cable splicers in the Division of Cleveland Public Power, provided the employees have the proper inclement weather protection as follows:

1. Manhole tent.

2. Manhole ring.

3. Intercom device for man in hole and man in truck.

This provision will only apply as long as the weather is not 10 degrees or below as determined by the National Weather Service at Cleveland Hopkins Airport.

19.05 When an emergency is declared by the Commissioner or his designee, work which may be performed is defined in the emergency conditions clause of this Contract, reasonable warm-up time shall be allowed.

19.06 It is the intent of these provisions to allow the City to maintain productivity and service, while not unnecessarily causing employees to work in extreme weather conditions which would constitute an unnecessary electrical safety hazard or health risk.

19.07 An emergency need not be declared for trouble lineman or line switchman to work in inclement weather. However, they shall not be required to do routine repair work in inclement weather.

ARTICLE 20
EMERGENCY CONDITIONS DURING INCLEMENT WEATHER

20.01 Emergencies are declared during inclement weather by the Commissioner or his designee, and only under the following circumstances:

- A. Repairs to any primary voltages which are affected by a forced outage.
- B. Wires on the ground, or otherwise in a dangerous condition.
- C. Poles in a dangerous condition.
- D. Distribution or customers out of service, including traffic signal installations, pedestrian signals or fire boxes.
- E. Other conditions created by God and man that causes Cleveland Public Power facilities, Fire or Traffic equipment to be hazardous to the health or safety of the public.
- F. Replacement of failed transformers.
- G. Switching, fault location, proof testing and other service restoration work normally performed by Line Switchman or Trouble Lineman (not routine fixture replacement).
- H. Energization of a customer to meet a coordinated cutover or in-service date.

20.02 Any emergency work done during inclement weather shall be paid at the rate of time and one-half. For emergency inclement weather, the Superintendent of the service center shall determine which crews or employees are assigned to work the inclement weather assignment. A time card shall be submitted by each employee assigned to work the emergency inclement weather assignment reflecting the nature and length of the assignment.

20.03 All CPP employees involved in Mutual Aid assistance shall be paid at double time their regular rate of pay for all hours worked on Mutual Aid assistance. Travel time to the location of the Mutual Aid shall be paid at the appropriate normal rate of pay. Assignment of Mutual Aid assistance shall be on a voluntary basis followed by inverse seniority in those classifications where work is required.

ARTICLE 21 SAFETY

21.01 The City agrees to adopt the Safety Procedures and Guidelines as set forth by the APPA as they apply to the Division of Cleveland Public Power. Employees will rotate through monthly training sessions with one (1) session each month for twelve (12) consecutive months. The City of Cleveland, Division of Cleveland Public Power, will use its "PCB Prepared and Handling Procedures" booklet on PCB's.

21.02 There shall be a safety meeting once a month at which three (3) representatives of the Union (two (2) from West 41st Street and one (1) from Meter) meet with representatives of the Commissioner's Office.

21.03 The City agrees to adopt the Safety Procedures and Guidelines as set forth in the City of Cleveland Safety Procedure Manual, as they apply to the Department of Public Safety.

21.04 There shall be a safety meeting once every other month with three (3) Union representatives (one (1) officer and two (2) representatives from the Department of Public Safety) and three (3) representatives from management on behalf of the Department of Public Safety. All Union representatives are to be selected by the Business Manager.

21.05 HIGH VOLTAGE

- A. All conductors carrying in excess of 600 volts shall be considered high voltage.
- B. The City shall test all rubber gloves and protective equipment every six (6) months or per NFPA standards. The City will make compliant rubber gloves and protective equipment available to employees at all times. Each employee is responsible for maintaining his/her own equipment. Foremen and leaders are responsible for maintaining truck equipment.
- C. At least two (2) qualified journeyman or one (1) qualified journeyman and one (1) qualified apprentice shall be assigned to all high voltage work, with one (1) qualified journeyman or one (1) qualified apprentice on the ground. Trouble linemen are exempt at their discretion.
- D. Work on energized lines 5-15KV shall require at least two (2) journeymen in the classification of senior lineman. For training purposes, an apprentice may be added if the apprentice is deemed qualified to perform the work.
- E. No one shall work on two different phases at the same time.
- F. No work shall be done on energized lines 5KV-15KV off direct pole contact (aerial lifts or hotsticks shall be used).
- G. All aerial lift trucks shall be dielectrically tested annually, and cleaned and treated as needed.
- H. Painting structures supporting energized high voltage lines shall be done only in the presence of a Lineman; painting of steel poles may be done by Lineman, Line Clearance Men, Apprentices, or Line Helper Drivers. Line Helper Drivers cannot paint out of a bucket.
- I. Switching shall be performed by either a Senior Lineman, Trouble Lineman or Line Switchman.
- J. Fireproofing of cables shall be done by qualified employees under the direction of a Journeyman.

ARTICLE 22 TOOLS

22.01 The City will furnish the first set of hand tools to journeyman and apprentices to regularly use in the performance of their job duties as follows:

22.02 The Division of Cleveland Public Power will supply an 8-inch screwdriver, lineman pliers, lineman skinning knife, 44-ounce hammer, mini 5-in-1 tool, channel locks, 6-foot

non-conductive ruler, volt meter, voltage detector (mushroom), 14-inch bolt cutters, and an LED flashlight.

22.03 The Department of Public Safety will supply an 8-inch screwdriver, lineman pliers, lineman skinning knife, 44-ounce hammer, crescent wrench, channel locks, 12-foot retractable ruler, spring loaded automatic wire stripper, and an LED flashlight.

22.04 The wire stripper shall be furnished to low tension lineman, high tension lineman, low tension cable splicers, low tension trouble lineman, high tension trouble lineman.

22.05 Fall restraints shall be furnished to any employee who is expected to climb poles.

22.06 Each employee shall be responsible for the care and maintenance of all tools and shall be required to reimburse the City for any tool(s) which require replacement due to loss and/or negligent or willful damage and shall return all tools provided by the City under this article to the City upon severance from service. Tools provided under this article may not be used for any reason unrelated to the City related business or work.

22.07 The City agrees to replace such tools which become worn or broken as the result of normal use, as determined by the City.

22.08 The City will furnish the equipment necessary for an employee to perform the duties of his job.

22.09 Personal climbing tools shall be furnished by the employee.

ARTICLE 23 STAFFING

23.01 CREWS

A. Cable Pulling Crews

Six (6) men, inclusive of two (2) journeymen Linemen and one (1) foreman.

B. Line Crew

Four (4) men, consisting of two (2) journeymen Lineman, one Line Helper driver or qualified apprentice, and a foreman.

The above are the minimum normal crew assignments.

C. Leader Line Crew

Consisting of one (1) leader lineman, a journeyman lineman, and a journeyman lineman or apprentice or line helper driver.

D. Repair/Loop Crew

One (1) journeyman lineman and one (1) apprentice lineman or line helper driver. If an apprentice is in the air, a journeyman Lineman shall be on the ground.

E. Splicer Crew

Consisting of one (1) Journeyman Cable Splicer and one (1) Cable Splicer Apprentice or Cable Splicer Helper. If a Cable Splicer Helper is not available, a Line Helper Driver 2nd may be assigned.

F. Trouble Crew

Consisting of one (1) trouble lineman and one (1) trouble line helper driver, (Line helper driver 2nd year will fill in, in the event a trouble line helper driver is not available). For instruction an apprentice lineman may be substituted in place of a line helper driver.

G. Switcher Crew

Consisting of one (1) line switchman and one (1) trouble line helper driver (Line helper driver 2nd year will fill in, in the event a trouble line helper driver is not available). For instruction an apprentice lineman may be substituted in place of a line helper driver.

H. Tree Crew

Consisting of one (1) Line clearance man and one (1) apprentice or Line Helper driver. Additional man may be assigned for rear-Lot Leads.

I. Senior Leader Crew

Consisting of one (1) Leader Lineman and two (2) Senior Linemen.

J. Wing Crew

One (1) Journeyman Meter Service Installer II and, when available, one (1) Line Helper Driver, or one (1) Apprentice Meterman 1st or 2nd year.

K. Industrial Installation Crew

Two (2) Industrial Installers and, when available, for instructional purposes one (1) Apprentice Meterman shall be assigned.

L. Specialty Crew

One (1) Industrial Installer, and if available one (1) Apprentice Meterman 1st or above.

ARTICLE 24
SAFETY DEPARTMENT WORKING RULES

24.01 Trucks which are designed for trouble will not be used for heavy construction, except in an emergency, and for light construction (tasks requiring three (3) men or less).

Typical tasks include:

A. Installing lateral across pan. Four (4) men including one (1) Lineman and one (1) Foreman. An additional man may be assigned, if management deems it necessary.

B. Installing and Removing Signals. Four (4) men, including one (1) lineman and one (1) foreman. An additional man may be assigned, if management deems it necessary.

C. Installing and removing steel poles. Four (4) men including one (1) Lineman and one (1) Foreman. An additional man may be assigned, if management deems it necessary.

D. Installing and Removing Illuminated Signs. Four (4) men, including one (1) foreman and one (1) journeyman.

Neon and pedestrian unit crews will be staffed as needed and consistent with past practice.

E. Rodding and snaking duct lines. Four (4) men including two (2) Journeymen and one (1) Foreman. An additional man may be assigned, if management deems it necessary.

F. Trouble or Repair work. One (1) Journeyman and one (1) Apprentice or Line helper driver.

G. Pulling cable underground. Four (4) men including two (2) Journeymen and one (1) Foreman. An additional man may be used if management deems it necessary.

ARTICLE 25
LABOR - MANAGEMENT COMMITTEE

25.01 The City's Labor Relations representatives and/or the Personnel Administrator of the Department of Public Utilities together with the Appointing Authority or his designee and up to two (2) other representatives of the City shall meet with the Local Business Manager and President and up to two (2) other representatives of the Union for the purpose of discussing items of mutual interest, attempting to resolve work-related problems, and for the purpose of sharing information. Such meetings will be held once every three (3) months upon the request of either party. The party requesting the meeting will provide an agenda of items for discussion at least three (3) days prior to the scheduled date of such meeting. The other party may add items for discussion by notifying the requesting party of such an intent on or before the date of the meeting. Any changes in the Absence Abuse Policy will be submitted to the committee for recommendations.

25.02 It is agreed by the parties that items which were the subject of a Labor-Management meeting shall not be subject to the grievance procedure inclusive of arbitration, unless they specifically covered by a provision of this Contract and processed in accordance with the grievance procedure contained herein, and that such meetings will not be used for the purpose of renegotiating this Contract.

25.03 However, should the parties mutually agree that an unforeseen situation or problem has arisen which could be resolved or clarified through a Letter of Understanding, the provision contained herein shall not restrict the parties from adopting such a Letter of Understanding, and making said Letter a part of this Contract when appropriate.

ARTICLE 26
DISCIPLINE

26.01 Disciplinary action taken by the City shall only be for just cause.

26.02 Prior to any discipline being rendered, the employee shall be entitled to a pre-disciplinary hearing. During such pre-disciplinary hearing, the employee shall have the right to (1) union representation, (2) be informed of the charges, (3) be informed of the evidence which the City has against the employee and provided with copies of any relevant documents and (4) be afforded a meaningful opportunity to respond. This shall include any discipline rendered pursuant to Article 45.

26.03 The pre-disciplinary hearing shall be held and the written notice of the results of the pre-disciplinary hearing shall be provided within twenty (20) working days (Monday through Friday) from the time the City has knowledge of the conduct for which the employee may be disciplined.

26.04 The written notice of the results of the pre-disciplinary hearing shall include reasons for any discipline rendered.

26.05 Any disciplinary action against a non-probationary employee may be appealed to either the Civil Service Commission in accordance with its rules and regulations or be processed in accordance with the grievance procedure of this Contract beginning at the level where the disciplinary action was meted out to the employee.

26.06 When computing days of suspension, holidays shall count as working days. However, in those instances where a disciplinary suspension causes an employee to be in inactive pay status on the last work day prior to the holiday, such employee shall not be entitled to holiday pay. In no event will the City purposefully schedule any suspension so that an employee will be deprived of the holiday pay.

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

26.08 In the cases of suspension or discharge, the employee has a right to have his union representative present, and upon request, will be permitted to discuss his suspension or discharge with the union representative in an area made available by the City before he is required to leave the premises.

26.09 The Union shall receive a copy of any letters in which discipline is rendered. The Union will provide the City with written notice of where such letters are to be sent.

26.10 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.

26.11 All employees are obligated to report convictions for DUI or drug related offenses. Employees who are required to drive for work, and who have their driving privileges suspended without work privileges, must likewise report this to the City. Failure to report may result in discipline, up to and including discharge.

ARTICLE 27
GRIEVANCE PROCEDURE

27.01 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.

27.02 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.

27.03 An employee who has a grievance has a right to notify his Steward of the situation and discuss the alleged violation. If it is determined that the Contract has been violated, a grievance will be filed at Step 1 of this Contract. However, all discharge grievances shall be appealed directly to Step 2.

STEP 1

A. Except as specified in Step 1-A below, all grievances must be initiated in writing ten (10) working days after the event(s) giving rise to said grievance. The Local Officer and Steward shall present the grievance to the employee's Commissioner within said ten (10) day period.

B. The grievance shall be dated and signed by the employee and the Steward shall set forth the complete details for the grievance (i.e., the facts upon which it is based, the approximate time of its occurrence and the relief or remedy requested).

C. The Commissioner or his designee shall, within ten (10) working days of receipt of grievance, meet with the Steward and Local Officer, in the presence of the Utilities Department Labor Relations Representative, and shall render an answer, in writing, to the Union within ten (10) working days after the Step 1 meeting; a copy of the answer also being sent to the Personnel Department, if said grievance is unresolved.

D. It is understood that any issue not resolved at this Step or not answered by the City within ten (10) working days, may be taken by the Union to Step 2. A written answer to each grievance shall be given personally to the Union Representative within ten (10) working days after the Step 1 meeting.

STEP 1-A

In those disputes or differences between the City and an employee involving disciplinary suspensions of ten (10) 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, but in no case shall the employee be permitted to appeal any grievance through both Civil Service and the Grievance Procedure. In the event that the employee does not submit a written grievance within ten (10) working days, or in the event the employee submits both a grievance and an appeal to Civil Service, the employee shall be automatically deemed to have elected an appeal to Civil Service.

STEP 2

If the grievance is not satisfactorily settled at Step 1, the Union shall, within ten (10) working days after receipt of the Step 1 answer, appeal to the Labor Relations Office, and include the initial grievance, any amendments to same, and the Step 1 response. However, failure to provide the referenced paperwork shall not defeat the appeal. The Labor Relations Officer shall meet with the Local Union President, Local Officer(s) within ten (10) working days after receipt of the written appeal, and shall render an answer, in writing, to the Union within ten (10) working days after the Step 2 meeting. An International Representative of the IBEW may be present at this Step of the Grievance Procedure to assist the Local Union.

STEP 3

A. If the grievance is not satisfactorily settled at Step 2, or not answered by the City within ten (10) working days, the Union may, within twenty (20) working days, submit the matter to arbitration. Within this twenty (20) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a panel of arbitrators and will choose one by the alternative strike method. The fees and expenses of the arbitrator shall be borne by the losing party. Furthermore, the aggrieved employee, his Steward and any necessary witnesses shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding.

B. The parties may, by mutual agreement, choose to have a grievance arbitrated on an expedited basis. The expedited arbitration will be conducted pursuant to the rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, and the fees and expenses of such proceeding, including those of the Arbitrator, shall be borne by the losing party.

C. A policy grievance which affects a substantial number of employees may initially be presented at the Step which gave cause to said grievance.

D. 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 of the provisions of this Contract 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 or in conflict with law.

E. 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), and all decisions of the arbitrators consistent with the above Paragraph and all pre-arbitration settlements reached by the City and the Union shall be final, conclusive and binding on all the parties. A grievance may be withdrawn by the Union at any time, and the withdrawal of any grievance shall not be prejudicial to the positions of the parties as they relate to that grievance or any future grievances.

F. The time limits set forth in the Grievance Procedures shall, unless extended by mutual written agreement of the City and the Union, be binding. If the grievant, or Union (as applicable), fails to appeal a grievance within the time limit prescribed, the grievance shall be considered as resolved on the basis of the last disposition by the City representative. If a grievance disposition is not rendered within the prescribed time limits, the grievance may be advanced to the next step.

ARTICLE 28 OVERTIME

28.01 The City shall be the sole judge of the necessity for overtime subject to other provisions in this Contract. An employee will be excused for a personal emergency if a replacement can be obtained in time to meet the City's operational needs. Scheduled overtime shall be scheduled forty (40) hours in advance, subject to cancellation up to sixteen (16) hours in advance of scheduled starting time. In the event the City must schedule overtime for which the City had no knowledge of forty (40) hours in advance, the City may schedule the overtime, without forty (40) hour notice, but refusal to work the overtime shall not be counted for the purpose of computing overtime credit for the overtime list. Employees who fail to report for scheduled overtime shall be charged double overtime refused on the overtime list without notifying the dispatcher within one hour of the scheduled starting time.

28.02 All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours worked in one (1) work week. All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) hours worked in one (1) work day. Paid holiday hours and paid vacation hours shall be counted as hours worked for the purpose of computing overtime, unless the Holiday or vacation hours are not part of the employee's regular work week. Paid sick leave hours will not count as hours worked for purposes of computing overtime unless the employee has less than seventy-two (72) hours' notice of the scheduled overtime, the overtime is mandatory or the overtime falls within the Emergency Conditions Section of this Contract. There shall be no pyramiding of overtime or other premium pay compensation, and overtime pay shall be computed on whatever total eligible overtime hours are the greater for the week, either on a daily or weekly basis, but not on both.

28.03 An emergency is defined within the Emergency Conditions Section of this Contract. An employee will be excused for a personal emergency if a replacement can be obtained in time to meet the City's operational needs. For Emergency work that starts before

8:00 a.m. (Traffic Signal 7:30 a.m.) on a regular work day, employees will be paid the overtime rate until the beginning of their next regularly scheduled shift. The call in provision will still apply.

28.04 The City shall equalize all overtime among employees within the same classification on the same shift, within the same work location, within the same division, on an annual basis. The City shall credit employees for all overtime hours worked and/or for all overtime hours offered for which employees have declined or failed to work for any reason, they shall be charged the hours offered. Voluntary overtime offered to an employee which the employee declines to perform shall be counted the same as those overtime hours actually credited to the other employees, such hours to be added to and computed in the employee's overtime balance. For the purpose of computing overtime credit, any new employee hired, or any employee appointed, promoted or temporarily assigned to a position for twenty (20) working days or more, shall be placed on the overtime list and shall automatically be with such overtime hours as are equal to those credited overtime hours of the employee in the same classification, then having the greatest number of overtime hours to his or her credit. Any employee temporarily assigned to a position for less than twenty (20) working days, and who works overtime, shall have those hours added to the overtime list covering the employee's regular job classification. The City shall maintain an overtime call-out list which shall be posted every week for all employees, by classification, by seniority, and a record of all overtime hours credited or refused, with a copy of the call-out list sent to the Union. Issues related to matters of overtime equalization will be addressed by the Labor Management Committee in Article 25.

The Labor Management Committee may also modify the overtime call-out procedure, on a six (6) month trial basis. At the end of the six (6) month trial, the Union may agree to continue the modified procedure, agree to change the modified procedure, or return to the prior call-out procedure.

28.05 Call-Outs. Call-out assignments shall be allocated in accordance with the following:

A. Work Zone Description:

1. East Zone: (East Side Service Center) East of East 55th , North of Woodland
2. West Zone: (West Side Service Center) West of Ontario, South of Woodland
3. Gray Zone: (Either Service Center) West of East 55th, East of Ontario, North of Woodland

B. Procedure:

1. OT shall first be offered to classifications working out of the same zone areas.
2. Shall then be offered to classifications from outside of zone area.

3. The gray zone shall be offered system wide using a combined call-out list.

C. Classifications not Affected by Zones:

1. Cable splicers
2. Line switchman
3. Night foremen (Trouble)
4. Trouble linemen

28.06. The overtime list will be zeroed out every January 1. However, employees will be listed in the order that they would have been called on December 31st, with the employee having the lowest number of overtime hours listed first, etc.

28.07. The City will maintain an overtime list for East Side Service Center (per labor/management agreement).

28.08 Overtime, in non-emergency situations shall be offered to employees in the Bargaining Unit as follows:

- A. Continuation of Job Assignment. When overtime occurs and results in the continuation of a job which was begun during a scheduled shift, the opportunity for overtime will be offered as follows:
 1. Shall first be offered to the employees performing the job.
 2. Shall next be offered to the employees in the classifications affected at the work location.
 3. If possible, shall then be offered to the employees in the classifications affected at all locations.
- B. Voluntary Overtime. Overtime shall first be offered to the employee in the required classification, on the same shift, who is the first eligible employee on the overtime list. If this employee declines, or is unable to work overtime, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. If the required number of men do not accept the opportunity to work, the City shall then proceed to the mandatory overtime provision of this Contract.
- C. Mandatory Overtime. Following completion of the Voluntary Overtime Provision of this Contract, and the City determines that all or any such number of employees who normally perform and are qualified to do the work have declined to work overtime, or cannot be contacted, so that the required number of employees for the overtime assignment could be selected, then the City shall assign overtime on a mandatory basis to those

employees who normally perform the work; in notifying employees of the mandatory overtime, the City shall start with the employee with the least amount of actual overtime hours worked and proceed in the inverse order until the last required number of employees have been assigned overtime work. The Business Manager and President shall not both be required to work on nights established as Local Union meeting nights. However, the overtime will be credited as refused.

28.09 Overtime in emergency situations shall be offered to employees under the voluntary overtime provisions above.

28.10 If an employee does not answer a call-out for overtime, the person making the call-out calls shall proceed to the next employee on the call-out list. If a voice-mail or answering machine responds to the call-out, a message stating a call-out opportunity shall be left on the device. If the employee calls back before the need for that classification is filled, the employee shall be allowed to be a member of that crew. If an employee respond after the crew is assembled or does not respond, the employee shall be recorded as having refused the assignment of overtime.

This call-out procedure may be modified in writing with the mutual agreement of the City and the Union.

28.11 Call in for Leader – If no Leader comes in for “call in,” then a Foreman shall be offered the overtime. If no Foreman comes in for the “call in,” then the senior, Senior Lineman shall become leader of the crew.

28.12 Overtime used for training for or participating in a Cleveland Public Power sanctioned Line Worker Rodeo event shall not be used for the purpose of Equalization of Overtime.

ARTICLE 29 CALL-IN PAY

29.01 An employee who is called to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four (4) hours of pay at his overtime rate of pay. If an employee is called in and works more than four (4) hours, he shall be paid for eight (8) hours; hours in excess of actual time worked over four (4) hours shall be paid at the straight time rate.

ARTICLE 30 16-HOUR RULE

30.01 No employee shall be required to work more than sixteen hours in a twenty four hour period. The employee shall notify his supervisor of his intention after twelve hours of work.

30.02 An employee called out to work who, upon being released, has worked sixteen or more actual hours in the preceding 24 hours period without at least eight (8) hours of continuous

relief, shall have eight hours of relief before being required to report to his next scheduled shift. If the eight hours of relief would require the employee to start work at twelve noon or later, the employee may use up to four hours of sick time in conjunction with relief time. The sick time used will not be counted as an occasion on the employee's sick record in relation to absence abuse.

30.03 If an employee has worked less than sixteen hours out of the preceding 24 hour period and is called out and works four or more actual hours in the eight hour period immediately preceding his next scheduled shift he shall receive four hours of relief. If the employee works up to his scheduled shift the relief time shall be taken at the end of the scheduled shift. If the employee does not work up to the scheduled shift the relief time can be taken at the beginning or end of the shift. The entire crew must take the relief at the same time. No sick time can be used in conjunction with the four hours relief time.

30.04 If the City offers and the employee voluntarily agrees to waive his paid relief time, the employee shall be paid at the overtime rate for such hours.

ARTICLE 31 SHIFT PREMIUM

31.01 For those bargaining unit employees on the normal eight (8) hour day, five (5) days per week, work week shifts are defined as following:

- 1st Shift: The majority of his normal hours of work fall after 7:30 a.m. and before 3:00 p.m.
- 2nd shift: Employees who the majority of their normal hours of work fall after 3:00 p.m. and before 12:20 a.m. shall receive a shift premium of thirty-five cents (\$.35) per hour.
- 3rd Shift: Employees who the majority of their normal hours of work fall between 12:30 a.m. and 7:30 a.m. shall receive a shift premium of thirty-five cents (\$.35) per hour.

31.02 Employees in the Bargaining Unit equally rotating between all three (3) shifts shall receive thirty-five cents (\$.35) per hour. All shift premiums are paid on a straight time basis only.

ARTICLE 32 LONGEVITY

32.01 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 1 of that year and the employee must have been in a pay status at some time between January 2 and March 1 of that year.

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

after 5 years	\$300.00
after 10 years	\$475.00
after 15 years	\$575.00
after 20 years	\$750.00

ARTICLE 33
HOLIDAYS

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

New Years Day	Good Friday
Martin Luther King, Jr. Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

33.02 Employees are entitled to an additional two (2) floating holidays in each calendar year. Floating holidays will normally be used in increments of eight (8) hours, with at least 48 hours' notice, contingent upon operational needs. However, floating holidays may be used in increments of two (2) hours and with less than 48 hours' notice, in cases of personal emergency, contingent upon operational needs. If the operational 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.

33.03 To be entitled to holiday pay, an employee may not use sick leave on his or her last scheduled work day before or first scheduled work day after the holiday unless the employee actually works the holiday or unless the employee has a doctor's excuse or an FMLA-qualifying illness or injury.

33.04 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 34
VACATIONS

34.01 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 the previous year, as follows:

<u>Years of Service</u>	<u>Vacation</u>
After 1 year	10 days
After 8 years	15 days

After 12 years	20 days
After 22 years	25 days

34.02 The Administration of Vacations (including eligibility requirements) shall be in accordance with the following rules and regulations:

A. Any employee who has completed less than one (1) year of continuous employment by December 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 day is prior to the 16th of the month shall be credited with one (1) day of vacation for that month. New hires cannot use vacation time during their probationary period. Employees terminated during their initial probationary period shall not be eligible to receive payment for accrued vacation.

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

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

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

E. Time in authorized leave of absence shall be deducted for purposes of computing the amount of employment, except as otherwise noted here in this contract.

F. An employee transferred from one Division to another shall be given credit for his service elsewhere with the City providing such employment has been continuous.

G. An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year, shall earn vacation leave at the rate for which he is eligible based on length of service as follows:

One (1) day per month, not to exceed ten (10) days; eight (8) years, but less than twelve (12) years' service - one and one-half (1½) days per month, not to exceed fifteen (15) days; twelve (12) years, but less than twenty-two (22) years' service - two (2) days per month, not to exceed twenty (20) days; twenty-two (22) years' service - two and one-half (2½) days per month, not to exceed twenty-five (25) days, except as set forth in Article 14.

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. If the City requires an employee to cancel a scheduled vacation, the employee shall have the option of either rescheduling the vacation during the same year or carrying the vacation time over to the following year.

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

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

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

M. A returning serviceman may be entitled to his vacation in the calendar year following the year of this return on the same basis as if he had been on the City payroll during the full preceding calendar year, providing he returns to employment within six (6) months of discharge from military service.

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

34.04 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 leave preferences, and promptly thereafter a written vacation schedule (by Department) will be prepared by the City with priority given to employees according to their departmental or job classification seniority to the extent consistent with operational requirements. Once the departmental vacation schedule is determined, it shall not be changed without the consent of the involved employee(s), except in response to an operational emergency. Any employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority, based upon when his application was made.

ARTICLE 35 HOSPITALIZATION

35.01 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. Employees shall initially maintain their current level of benefits and then will be provided benefits in accordance with Addendum A (summary description of benefits) effective no earlier than the first day of the month, following sixty (60) days after ratification of this Agreement. 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, except as otherwise set forth in this Article.

35.02 All members shall initially contribute the currently defined contribution amounts on any hospitalization/medical plans offered by the City Effective on the first day of the month, following implementation of the benefits in accordance with Addendum A, members shall contribute a percentage for such plans based on the City's costs or fully-insured equivalent cost of hospitalization, prescription drug, dental and vision coverage to be deducted from the member's wages as follows:

	WELLNESS		NON-WELLNESS	
	<u>Individual Coverage</u>	<u>Family Coverage</u>	<u>Individual Coverage</u>	<u>Family Coverage</u>
MMO PLUS	15%	14%	19%	18%

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

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

C. 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.

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

E. 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	
	<u>Individual Coverage</u>	<u>Family Coverage</u>	<u>Individual Coverage</u>	<u>Family Coverage</u>
Employee Premiums (including Rx, dental and vision coverage)	6%	5%	10%	9%

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

- Height
- Weight

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

The screening shall also require a blood sample to measure:

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

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

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

35.04 The City reserves the right to implement a smoking-cessation incentive policy during the term of this Agreement.

35.05 Life Insurance. During the term of this Contract, the City shall provide all members with Group Term Life Insurance in the amount of \$15,000.00. Effective April 1, 2020, this Group Term Life Insurance amount will be increased to \$25,000.00.

35.06 Dental Insurance. The City shall continue to provide all members with a dental insurance package which shall include orthodontist benefits. Effective April 1, 2020, the City will implement the following dental coverage enhancements:

- Reduce deductible to \$25-single/\$50-family (from \$50 for both);
- Increase the basic co-insurance to ninety percent (90%) (from eighty percent (80%));
- Increase orthodontia lifetime maximum to two thousand dollars (\$2,000) (from one thousand five hundred dollars (\$1,500)); and
- Increase annual maximum to two-thousand dollars (\$2,000)(from one thousand dollars (\$1,000)).

35.07 Vision Insurance. The City shall continue to provide a vision insurance plan for employees. Effective April 1, 2020, the City will implement the following vision coverage enhancements:

- Increase frame allowance to one hundred and fifty dollars (\$150) (from one hundred and twenty dollars (\$120));
- Reduce UV co-pay to zero dollars (\$0)(from sixty dollars (\$60));

- C. Increase elective contact lens allowance to one hundred dollars (\$100)(from seventy-five dollars (\$75));
- D. Reduce eye examination frequency to once every twelve (12) months (from once every twenty-four (24) months); and
- E. No progressive maximum included.

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

ARTICLE 36
CLOTHING ALLOWANCE

36.01 The purchase of uniforms and maintenance of uniforms is the responsibility of the employee. Employees shall wear a minimum of 8 cal/cm2 arc rated protection. Any clothing material shall consist of OSHA approved/fire resistant material from vendor(s) agreed to by the City and the Union. There shall be a CPP or City of Cleveland logo, at the City's sole discretion, over the upper left breast pocket of all shirts. Any other requirements must be agreed to by the City and the Union.

36.02 Effective March 1, 2005, the City will pay employees an annual uniform allowance of \$900.00. The City may implement a voucher system for the purchase of FR rated clothing. The Labor Management Committee shall meet to address issues related to the implementation of the voucher system. If no voucher system is implemented, clothing allowance will be paid by check.

The annual uniform allowance set forth in Section 2 will be paid on or before March 1, 2020. For 2021 and thereafter, there will be no annual uniform allowance and the Employer will provide uniforms meeting the necessary rating specifications to employees.

The tool/clothing maintenance allowance set forth in Section 3 will be paid on or before March 1, 2020. For 2021 and thereafter, the annual tool/clothing maintenance allowance will increase to eight hundred and seventy-five dollars (\$875.00) and shall be paid on or before March 1 or each calendar year.

36.03 Each employee shall receive an annual tool/clothing and maintenance allowance of \$525.00 to be paid on March 1, to provide the following items: Effective March 1, 2015, this amount shall be increased to \$675.00.

- Boots
- Shoes
- Undergarments, including thermal underwear, quilted sweatshirt, hooded sweatshirt, etc.
- Thermal Socks
- Belt
- Tools not covered by Article 22

36.04 Issues related to this Article may be addressed in the Labor Management Committee in Article 25.

ARTICLE 37
PAYDAY

37.01 Employees in the Division of Cleveland Public Power will be paid every other week (bi-weekly) no later than Wednesday by 4:00 p.m. If the payday falls on a holiday, the City will pay all employees before the holiday. At their option, employees may be paid either by direct deposit (if authorized by the employee) or payroll debit card. Employees will receive a hard copy of their pay stub.

37.02 The City will process and pay the difference, of any significant paycheck error within six (6) working days.

37.03 Wage increases shall be effective: (a) At the beginning of the pay period, if April 1st falls in the first week of the pay period, or (b) At the beginning of the next pay period, if April 1st falls in the second week of the pay period.

ARTICLE 38
WAGES

38.01 Percentage Increase

Effective April 1, 2019 2% retroactive to April 1 2019 for all current employees and employees who retired through the Ohio Public Employee Retirement System after April 1, 2019 but prior to execution of the 2019-2022 contract.

Effective April 1, 2020 2% increase in both adjusted and unadjusted rates retroactive to April 1, 2020 for all current employees and employees who retired through the Ohio Public Employee Retirement System after April 1, 2020 but prior to execution of the 2019-2022 contract.

Effective April 1, 2021 2% increase in both adjusted and unadjusted rates retroactive to April 1, 2021 for all current employees and employees who retired through the Ohio Public Employee Retirement System after April 1, 2021 but prior to execution of the 2019-2022 contract.

Current employees in the Senior Lineman, Electric T&D Inspector, Lineman Leader, Trouble Line Worker, Line Switchman, Line Foreman (Day), Line Foreman (Night), Senior Cable Splicer, Cable Foreman, Transformer Repair Foreman, Underground Conduit Foreman job classifications as of the date of execution and on the dates set forth will receive the following hourly retention bonuses:

Effective April 1, 2019: \$1.67/hour;

Effective April 1, 2020: \$3.17/hour;
Effective April 1, 2021: \$4.67/hour.

*See ARTICLE 46 - WAGES BY CLASSIFICATION.

38.02 Termination Date

March 31, 2022.

ARTICLE 39
LEGALITY

39.01 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 the Contract is in conflict with law, that provision shall be null and void. In the event of an unlawful determination, the City and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision.

ARTICLE 40
DURATION

40.01 This Contract shall be effective as of the 1st day of April, 2019, and shall remain in full force and effect until March 31, 2022, 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, 2022, 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, 2021. In the event that either party desires to terminate this Contract, written notice must be given to the other party not less than three (3) months prior to the desired termination date which cannot be sooner than April 1, 2022.

ARTICLE 41
MISCELLANEOUS

41.01 The City shall allow the Union to conduct locker room meetings for no more than twenty (20) minutes prior to working hours. The Union will give twenty-four (24) hour notice to the appropriate supervisor, of an intended meeting. The twenty-four hour rule may be waived at the City's discretion.

41.02 The City shall notify the Business Manager of the Union of any new employees hired that would be covered under this Agreement. The notice shall include the date of hire, job classification, and applicable rate of pay.

41.03 An employee is required to keep the City apprised of his current address and telephone number.

41.04 Parking tickets and moving violations: Employees who fail to pay moving violation fines and/or parking tickets/fines received on City vehicles after ratification of the

2007-2010 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.

41.05 Provisions Governing Rotating Shift Trouble Crews

- A. The City shall provide rotating shift trouble crews with one (1) hand-held radio for each vehicle.
- B. The City shall provide a shower facility at the West Side Service Center.
- C. The rotating shift trouble crews will receive holiday pay for New Year's Day on January 1, Independence Day on July 4, and Christmas Day on December 25 in lieu of those days holiday pay is received by those normal work week employees described in Article 18.
- D. Alternative shift rotation schedules may be discussed in Labor-Management Committee meetings.

ARTICLE 42
WORK JURISDICTION

42.01 The City agrees to abide by City Civil Service Commission job description for employees who are members of the bargaining unit, and shall not normally assign work falling within their jurisdiction to other City employees.

42.02 Supervisors who are not in the bargaining unit shall not work with the tools or take the place of bargaining unit employees. No Supervisor shall act in other than a Supervisor capacity except in emergencies. This is not intended to prevent a Supervisor from protecting life or property or giving emergency assistance.

42.03 Bargaining unit employees within the Department of Public Safety, Division of Safety Signal, shall be afforded the opportunity to engineer, install and maintain Tele-data communications equipment for various City divisions.

42.04 In the Underground Department of Cleveland Public Power, non-bargaining unit employee can drive pick-up trucks (including pick-up trucks to plow snow) and utility vans. This excludes all other vehicles, including dump trucks, unless otherwise agreed.

ARTICLE 43
"APPRENTICESHIP COMMITTEE POLICY"
JOINT APPRENTICE COMMITTEE

43.01 A Joint Apprentice Committee shall be appointed and shall consist of the Business Manager and three (3) members from the Union, appointed by the Business Manager and four (4) members from management. The Union members of the Committee shall be a Journeyman or higher classification.

- A. The Committee will include one (1) Chairman and one (1) Secretary.

B. All matters properly coming before the Committee shall be decided by majority vote.

C. Two (2) members from each party shall constitute a quorum for a meeting.

D. If, for any reason, a member of either party cannot be present for a duly authorized meeting, that party may appoint an alternate with full voting privileges.

E. The Committee shall meet prior to the 4th Wednesday of the month to review the progress of all apprentices, and shall consider the recommendation of promotions, demotions, transfers and any other action deemed necessary for the benefit of the Apprentice Program and Cleveland Public Power.

F. The Committee shall make such rules as are necessary for successful operation of the Committee and the program. Rules hereby made a supplement to this Agreement.

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

43.02 Apprentice Training Program

The parties shall establish an Apprentice/Employee Training Program through the Joint Apprenticeship Committee.

43.03 Apprentice Instructor

I.B.E.W., Local No. 39 Business Manager shall appoint the Apprentice School Instructors. The City will pay a minimum of two (2) instructors at time and one half (1½) their normal rate of pay for all hours of instruction. The City may use outside professional instructors and an established training program as approved by Union.

43.04 Apprentice Program Costs

The City agrees to absorb all cost involved with the Apprenticeship Schooling Program.

A. Costs to include Tuition, Books, Certificates.

B. The intent of this package is to maintain the high level of standards and to improve the Apprenticeship Program for the Divisions of Cleveland Public Power, Division of Traffic Signal, and Information Technology Services.

43.05 Eligibility Requirements of Candidates for Apprenticeship

To be considered for apprenticeship training, each applicant must meet the following requirements: Candidate may respond to posting at key locations and apply for Apprenticeship if they are:

A. A member of the Local 39 bargaining unit.

B. Transferring Apprentice from a Joint Apprentice Committee approved Apprenticeship Program

C. Community based pre-apprenticeship/development programs that meet the requirements of the Joint Apprenticeship Committee.

43.06 Appointing Apprentices

The following steps will be followed in the appointing of Apprentices for the Apprentice Program.

A. Eligible candidates will be pre-screened by the Joint Apprentice Committee and the Committee's recommendation forwarded to the Appointing Authority.

B. Signed Apprenticeship Agreements for each selected candidate will be forwarded to the Ohio State Apprenticeship Council for registration with copies to the Union and the City.

C. Only registered Apprentices of I.B.E.W., Local 39, will be permitted to attend the theory classes without specific permission of the Apprentice Committee.

D. Candidates accepted into the Apprenticeship Program shall be required to sign an Apprenticeship Agreement which shall contain an obligation to complete the Apprentice Program and a three-year service obligation that begins upon completion of the Apprentice Program. The Apprenticeship Agreement shall also state that candidates that fail to complete the Apprenticeship Program or breach their three-year service obligation may be required to reimburse the City for each year of training completed, subject to the recommendation of the Joint Apprentice Committee and approval of the Appointing Authority.

E. Apprentices who have served their full Apprenticeship shall be qualified for rating as Journeyman.

The recruitment, selection, employment and training of apprentices shall be conducted without discrimination because of race, color, religion, national origin, age or sex. The sponsor shall take affirmative action to provide equal opportunity in its apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30; Ohio Administrative Code 5101:11; and the Equal Employment Opportunity regulations of the State of Ohio.

43.07 Line-Helper Drivers

If a Line Helper Driver bids on and is accepted into the Apprentice Program and subsequently fails to complete the progression to journeyman, that employee may revert back to the position of Line Helper Driver if there is a need and budgetary approval for that position.

43.08 Intern Apprentices

After twelve (12) months, an Intern Apprentice who has passed the Civil Service examination for the Intern Apprentice classification shall be promoted to Line Helper Driver Start.

ARTICLE 44
DRUG TESTING

44.01 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 (Traffic Engineering and Safety Signal Employees) shall be subject to random drug/alcohol testing. Additionally, an employee involved in any accident resulting in personal injury or five hundred dollars (\$500.00) or more of property damage shall submit him or herself to post-accident drug/alcohol testing. The determination of the amount of property damage is to be based upon the supervisor's reasonable estimate, which shall be subject to the grievance and arbitration procedure. Such testing shall be conducted in accordance with the DOT procedures. Further, when there is a reasonable suspicion to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination. Random examinations, reasonable suspicion examinations and post-accident examinations are conducted for the purpose of determining the presence of illegal drugs or alcohol in the employee tested. An employee who is directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense. The City's Manager of Labor Relations, or his designee, shall approve all drug/alcohol testing. This testing will include possible urine, blood, or breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be subject to discharge. An employee who fails a drug or alcohol test for the second time during his/her employment with the City shall be discharged by the City.

44.02 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.

44.03 An employee shall be entitled to have a Union representative present before testing is administered unless a Union representative is unavailable when the test is to be conducted and any further delay will potentially compromise the validity of the test results.

44.04 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.

44.05 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.

44.06 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.

44.07 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.

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

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

A. The person has a concentration of three-hundredths of one gram or more by weight of alcohol in his/her blood;

B. The person has a concentration of three-hundredths of one gram or more by weight of alcohol per two hundred ten (210) liters of his/her breath;

C. The person has a concentration of 4.5- hundredths of one gram or more of weight of alcohol per one hundred (100) milliliters of his/her urine.

44.10 The City is not responsible for any legal obligations and costs for claims based on the Union’s duty of fair representation.

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

ARTICLE 45
CIVIL SERVICE STATUS

45.01 All bargaining unit positions are included in the classified civil service of the City. An original appointment is the first appointment of an employee in a bargaining unit position. Original appointments shall include all appointments made into the bargaining unit, including regular and temporary appointments, but shall not include movement within the bargaining unit, such as promotional appointments, demotions, transfers, layoffs, and recalls pursuant to procedures contained in this collective bargaining agreement.

45.02 Employees shall have regular status in their classification immediately upon appointment from an eligibility list. When an employee holding a temporary appointment (T-A status) in a bargaining unit classification has two years seniority in the classification, the employee’s appointment status will be converted to “regular” status in that classification. When an employee receives an appointment to a bargaining unit classification through the bid procedure established in this agreement, after satisfactory completion of the probationary period for the new appointment, the employee’s appointment status will be converted to “regular” status in that classification.

ARTICLE 46
WAGES

46.01 In settlement of wages for the years 2019, 2020 and 2021, the following wage scale shall be used:

DIVISION OF CLEVELAND PUBLIC POWER

Classification	April 1, 2019		April 1, 2020		April 1, 2021	
	Unadjusted	Adjusted*	Unadjusted	Adjusted*	Unadjusted	Adjusted*
Lineman Leader	38.26	38.88	40.49	41.12	42.74	43.38
Line Switchman	39.17	39.77	41.42	42.03	43.69	44.31
Trouble Lineman	38.30	38.91	40.53	41.15	42.78	43.41
Senior Lineman	37.09	37.71	39.30	39.93	41.52	42.17
Low Tension Lineman	31.39	32.00	32.02	32.64	32.66	33.29
LT Trouble Lineman	35.13	35.73	35.83	36.44	36.55	37.17

LT Leader Lineman	35.84	36.44	36.56	37.17	37.29	37.91
Lineman Apprentice 4 th	28.79		29.37		29.96	
Lineman Apprentice 3 rd	27.78		28.34		28.91	
Lineman Apprentice 2 nd	27.22		27.76		28.32	
Lineman Apprentice 1 st	26.73		27.26		27.81	
LT Lineman App. 3 rd	27.78		28.34		28.91	
LT Lineman App. 2 nd	26.71		27.24		27.78	
LT Lineman App. 1 st	26.22		26.74		27.27	
Line Helper/Driver Trouble	27.23	27.84	27.77	28.40	28.33	28.97
Line Helper/Driver 2nd YR- hired before 6/1/06	24.38	24.69	24.87	25.18	25.37	25.68
Line Helper/Driver 2nd YR- hired after 6/1/06	22.67	23.11	23.12	23.57	23.58	24.04
Line Helper/Driver Start hired after 6/1/06	21.18	21.49	21.60	21.92	22.03	22.36
Intern Apprentice	16.58		16.91		17.25	
Senior Cable Splicer	37.09	37.71	39.30	39.93	41.52	42.17
Cable Splicer App. 4 th	28.59		29.16		29.74	
Cable Splicer App. 3 rd	27.52		28.07		28.63	
Cable Splicer App. 2 nd	26.98		27.52		28.07	
Cable Splicer App. 1 st	26.54		27.07		27.61	
	<u>April 1, 2019</u>		<u>April 1, 2020</u>		<u>April 1, 2021</u>	
<u>Classification</u>	<u>Unadjusted</u>	<u>Adjusted</u> *	<u>Unadjusted</u>	<u>Classification</u> n	<u>Unadjusted</u>	<u>Adjusted*</u>
Splicer Helper 2 nd	27.22	27.84	27.76	28.40	28.32	28.97
Splicer Helper Start	24.38	24.98	24.87	25.48	25.37	25.99
Elec. Met. Inst. Spec & General Tester	33.89	34.51	34.57	35.20	35.26	35.90
Elec. Met. Ind. Install	33.52	34.13	34.19	34.81	34.87	35.51
Elec. Met. Ind. Leader	35.17	35.78	35.87	36.50	36.59	37.23
Elec. Met. Serv. Install I	31.23	32.44	31.85	33.09	32.49	33.75
Elec. Met. Serv. Install II	29.10	29.70	29.68	30.29	30.27	30.90
Meterman App. 4 th	28.16		28.72		29.29	
Meterman App. 3 rd	27.14		27.68		28.23	
Meterman App. 2 nd	26.59		27.12		27.66	
Meterman App. 1 st	26.16		26.68		27.21	
Transformer/Gas Turbine Repairman	31.23	32.44	31.85	33.09	32.49	33.75
T/GT Repair App. 4 th	28.59		29.16		29.74	
T/GT Repair App. 3 rd	27.52		28.07		28.63	
T/GT Repair App. 2 nd	26.98		27.52		28.07	
T/GT Repair App. 1 st	26.54		27.07		27.61	
Sr. Elect. Swb. Op.	29.43	30.05	30.02	30.65	30.62	31.26
Jr. Elect Swb. Op.	26.70	27.35	27.23	27.90	27.77	28.46
Line Clearance Man	27.78	28.41	28.34	28.98	28.91	29.56
Elec. T & D Inspector	37.09	37.71	39.30	39.93	41.52	42.17

Dispatcher Elec. Sys. Op.	32.58	33.19	33.23	33.85	33.89	34.53
Electric Meter Service Foreman	37.97	38.58	38.73	39.35	39.50	40.14
Line Foreman	39.64	40.25	41.90	42.52	44.17	44.81
Cable Foreman	39.64	40.25	41.90	42.52	44.17	44.81
Underground Conduit Foreman	39.64	40.25	41.90	42.52	44.17	44.81
T/GT Repair Foreman	39.64	40.25	41.90	42.52	44.17	44.81
Switchboard Oper. Rep. Foreman	37.97	38.58	38.73	39.35	39.50	40.14
Trouble Lineman Foreman	40.53	41.14	42.81	43.43	45.10	45.74

DEPARTMENT OF PUBLIC SERVICE AND FINANCE

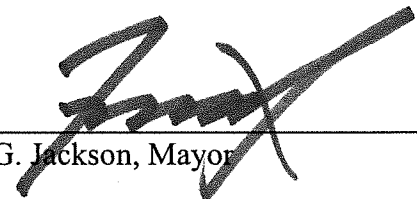
Classification	April 1, 2019		April 1, 2020		April 1, 2021	
	Unadjusted	Adjusted*	Unadjusted	Adjusted*	Unadjusted	Adjusted*
LT Lineman App. 3 rd	27.78		28.34		28.91	
LT Lineman App. 2 nd	26.71		27.24		27.78	
LT Lineman App. 1 st	26.22		26.74		27.27	
Line Helper/Driver 2nd Yr- hired after 6/1/06	22.29	22.60	22.74	23.05	23.19	23.51
Line Helper/Driver Start hired after 6/1/06	21.18	21.49	21.60	21.92	22.03	22.36
Line Helper/Driver 2nd Yr- hired before 6/1/06	23.78	24.09	24.26	24.57	24.75	25.06
Classification	April 1, 2019		April 1, 2020		April 1, 2021	
	Unadjusted	Adjusted*	Unadjusted	Classification	Unadjusted	Adjusted*
Line Helper/Driver Trouble	26.13	26.45	26.65	26.98	27.18	27.52
Low Tension Lineman	31.39	32.00	32.02	32.64	32.66	33.29
LT Leader Lineman	35.84	36.44	36.56	37.17	37.29	37.91
Tele-Communications Tech	35.13	35.73	35.83	36.44	36.55	37.17
Traffic Signal Control Tech. 2	36.57	37.17	37.30	37.91	38.05	38.67
Traffic Signal Control Tech 1	37.17	37.79	37.91	38.55	38.67	39.32
LT Trouble Lineman	35.13	35.73	35.83	36.44	36.55	37.17
LT Line Foreman	37.32	37.94	38.07	38.70	38.83	39.47

* Adjusted rates reflect participation in the Apprenticeship Training Program. Employees who elect not to participate will be paid at the "Unadjusted" rate.


IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HAND THIS
____ day of _____, 2020.

FOR THE CITY OF CLEVELAND:

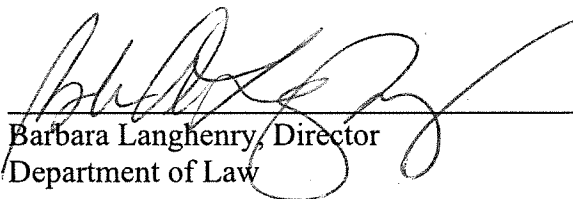
FOR THE UNION:



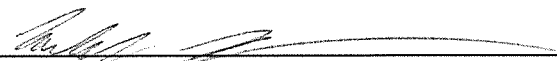
Frank G. Jackson, Mayor



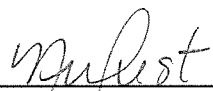
Business Manager



Barbara Langhenry, Director
Department of Law



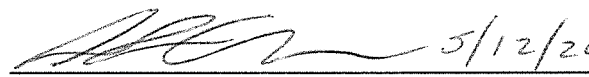
Business Agent

 5/12/2020

Nycole West, Director,
Department of Human Resources

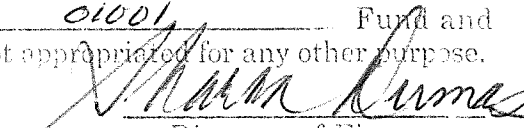


President

 5/12/2020

Austin Opalich, Labor Relations Manager
Department of Human Resources

The sum of _____
0.00 Dollars
required for this Contract was on
July 20, 2020, and is at this
date in the City Treasury or in process
of collection, to the credit of
01001 Fund and
not appropriated for any other purpose.



Director of Finance



Commissioner of Accounts

Entered by 

Appropriation Clerk

Local 39 Classification Progression

APPENDIX A

LINEMAN PROGRESSION			
	Underground Conduit Foreman	Line Foreman (Day)	Line Foreman (Trouble)
Lineman Leader	Trouble Lineman	Line Switchman *	Low Tension Lineman Leader
Elec. T & D Inspector			
	Senior Lineman	Dispatcher Elec. Sys. Op.	
	Lineman		
	Lineman Apprentice		
Line Clearance Man	Line Helper Driver	Cable Helper	LHD Trouble
CABLE SPLICER PROGRESSION			
Cable Foreman	Underground Conduit Foreman		
Elec. T & D Inspector		Dispatcher Elec. Sys. Op.	
	Senior Cable Splicer		
	Cable Splicer I or II		
	Cable Splicer Apprentice		
Line Clearance Man	Line Helper Driver	Cable Splicer Helper	LHD Trouble
CPP LOW TENSION LINEMAN PROGRESSION			
	Low Tension Leader Lineman		
	Low Tension Lineman		
	Low Tension Lineman Apprentice		
Line Clearance Man	Line Helper Driver	Cable Splicer Helper	LHD Trouble
ELECTRIC METER PROGRESSION			
	Elec. Meter Service Foreman		
Elec. Met. Inst. & General Test	Elec. Met. Ind. Leader		Low Tension Leader
	Elec. Met. Ind. Install		
Elec. T & D Inspector			
	Elec. Met. Serv. Install I	Low Tension Lineman Dispatcher Elec. Sys.	

		Op.	
	Elec. Met. Serv. Install II		
	Apprentice Installer		
Line Clearance Man	Line Helper Driver	Cable Splicer Helper	LHD Trouble
GAS TURBINE PROGRESSION			
	Tfmr./GT Mechanic Foreman		
		Dispatcher Elec. Sys. Op.	
	Tfmr./GT Mechanic *		
	Tfmr./GT Apprentice		
Line Clearance Man	Line Helper Driver	Cable Helper	LHD Trouble
SWITCHBOARD OPERATOR PROGRESSION			
	Sr. Elec. Swb. Op.		
	Jr. Elec. Swb. Op.		
Line Clearance Man	Line Helper Driver	Cable Splicer Helper	LHD Trouble
TRAFFIC SIGNAL PROGRESSION			
	Traffic Signal Control Technician I		
	Traffic Signal Control Technician II		
	LT Line Foreman		
	LT Leader Lineman		
	LT Trouble Lineman		
	Low Tension Lineman		
	LT Lineman Apprentice		
	Line Helper Driver	LHD Trouble	
FINANCE PROGRESSION			
	Tele-Communications Tech.		

**ADDENDUM B
CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN
(EFFECTIVE, APRIL 1, 2019)**

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

	<u>In-Network</u>
a. Annual Deductible:	\$750 single \$1500 family
b. Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c. Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$1,000 single \$3,000 family
d. Doctor and other Office visits:	\$20.00 Co-pay \$30.00 Co-pay (Specialists)
e. Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use \$100.00 Co-pay plus 90% Co- Insurance
f. Wellness/Preventive Services:	
Routine Physical Exam (One exam per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
Routine Mammogram (One, limited to an \$85 maximum per benefit period):	100% not subject to deductible
Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible
CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100% not subject to deductible
Routine PSA Test:	100% not subject to

deductible

Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (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 established by the carrier.

ADDENDUM C

**CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN – HIGH DEDUCTIBLE PLAN**

	<u>In-Network</u>
a. Annual Deductible:	\$2000 single \$4000 family
b. Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c. Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$4000 single \$8000 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 90% 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 older and limited to one per benefit period:

100% not subject to deductible

Routine PSA test (prostate cancer screen):

100% not subject to deductible

Routine Endoscopic Services, including Colonoscopy and colon cancer screening at age 50 and over, and limited to one per benefit period:

100% not subject to deductible

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

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

