

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
FACT-FINDER'S REPORT
AND
RECOMMENDATION

IN THE MATTER OF:

CITY OF CLEVELAND

AND

TEAMSTERS LOCAL UNION NO. 507, AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

SERB CASE No. 2024-MED-03-0415

Before Fact-Finder Susan Fernandez

Hearing Date: July 22, 2024

Report Date: September 3, 2024

For the Employer:

Jazmyn J. Barrow, Attorney
Brittany N. Brantly, Attorney
Ogletree Deakins
Key Tower 127 Public Square,
Suite 4100
Cleveland, Ohio 44114

For the Employee Organization:

Joseph Mando, Attorney
Faulkner, Hoffman & Phillips, LLC
20445 Emerald Parkway Drive,
Suite 210
Cleveland, Ohio 44135

I INTRODUCTION AND BACKGROUND

This Fact Finder was appointed to serve by the State Employment Relations Board (SERB) on May 2, 2024. The parties are the City of Cleveland and Teamsters Local Union No. 507, affiliated with the International Brotherhood of Teamsters. The City, first chartered in 1836, is an incorporated municipal government and is the county seat of Cuyahoga County, the most populous county in Ohio. Cleveland had an estimated population of approximately 372,624 in 2020 and has a total area of 82.4 square miles consisting of 77.6 square miles of land and 4.8 square miles of water. It is the 53rd largest city in the United States and ranks second in population in Ohio after Columbus.

The bargaining unit consists of approximately 96 members, which includes supervisory employees, working in various classifications in the Department of Public Utilities. The most recent collective bargaining agreement is between the City and the International Union of Operating Engineers, Local #10 and dated April 1, 2019 through March 31, 2022. On October 26, 2023, pursuant to Case Number 2023-REP-06-0060, the State Employment Relations Board certified Teamsters Local Union 507 as the exclusive bargaining representative of all unit employees.

II THE HEARING

While the parties met to negotiate a new contract, agreement was not reached on all issues. Tentative agreements reached in principle during negotiations (not executed at that time) are set forth in the attached "Exhibit C" and labelled as 2024-7-22 Fully Executed Tentative Agreements.¹

Both sides presented timely position statements prior to the fact-finding hearing. At that time the open issues as presented in the parties' position statements were Article 2 Recognition², Article 37 License Incentives, Article 39 Wages, and Article 44 Shift Premiums. Prior to a formal presentation on the open issues, the parties and the Fact-Finder engaged in mediation efforts that resulted in a resolution of all open matters. The parties agreed to a fact-finding award on the open issues not resolved during prior contract negotiations as well as the contract articles that were resolved during negotiations. The

¹ "Exhibit C" is the sole attachment to the Fact-Finding Report.

² It has been agreed that within 30 days following execution of the contract, the Parties shall jointly petition the State Employment Relations Board to change the description of the bargaining unit by removing the following positions: Assistant Superintendent of Distribution, Assistant Superintendent of Sewer Maintenance, and Chief Meter Reader.

agreed-upon terms of the open articles that would have been addressed at the hearing are also set forth in “Exhibit C”.

The recommendations in this Report are made in consideration of the following statutory criteria as set forth in Ohio Revised Code, Section 4117.14 (G)(7) and the Ohio Administrative Code, Section 4117-9-05 (K).

1. Past collectively bargained agreements between the parties;
2. Comparison of open issues relative to other public and private employees performing comparable work, giving consideration to factors peculiar to the area and the classifications involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. Lawful authority of the public employer;
5. Stipulations of the parties; and,
6. Such factors as not confined to those above which are normally and traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service sector or private employment.

III RECOMMENDATIONS

All terms as set forth in “Exhibit C” pertaining to tentative agreements reached during negotiations and the agreements made the day of the hearing are hereby recommended and “Exhibit C” is incorporated by reference. I note that while “Exhibit C” does not expressly refer to the open issue at hearing on Article 44 Shift Premiums, the parties have agreed to maintain current contract language and I recommend keeping current contract language. All unopened or unchanged articles of the collective bargaining agreement are hereby incorporated in this Report and Recommendation.

Respectfully submitted on September 3, 2024,

Susan Fernandez
Fact-Finder

CERTIFICATE OF SERVICE

I hereby certify that on September 3, 2024 a copy of the Fact-Finding Report and Recommendation, including "Exhibit C" 2024-7-22 Fully Executed Tentative Agreement, was served by electronic mail on Jazmyn Barrow jazmyn.barrow@ogletree.com. Brittany Brantley brittany.brantley@ogletree.com, Joseph Mando mando@fhplaw.com and Michael D. Allen, General Council c/o Carol.Veach@serb.ohio.gov.

Susan Fernandez

Fact-Finder
September 3, 2024

Article 2 Tentative Agreement
July 22, 2024

ARTICLE 2 RECOGNITION

The Union is recognized as the sole and exclusive representative for the employees in the following full-time supervisory classifications who have completed their probationary periods, for the purpose of establishing rates of pay, wages, hours and other conditions of employment. The Union's exclusive bargaining unit includes the supervisory classifications listed below on a city-wide basis and the City will not recognize any other union as the representative for any employees within such classifications.

Assistant Superintendent of Distribution
Assistant Superintendent of Sewer Maintenance
Chief Meter Reader
Chief Radio Dispatcher — Water
Data Conversion Supervisor
Engineer of Hydraulic Survey
Inspection Supervisor of Permits and Sales
Meter Reader Supervisor
Sewer Construction and Maintenance Operator Supervisor
Sewer Maintenance Unit Leader
Sewer Maintenance Unit Leader Operator
Unit Supervisor
Supervisor of Billing Services
Supervisor of Credit and Collection
Supervisor of Meter Operation
Supervisor of Call Center
Supervisor of Permits and Sales
Water Hydraulic Unit Leader
Water Hydraulic Supervisor
Meter Technician Supervisor
Meter Technician Leader
Water Pipe Repair Supervisor
Water Pipe Repair Unit Leader
Supervisor of Radio Service

The City of Cleveland reserves the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the Employer. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, (2) the Union membership has ratified the full collective bargaining agreement and (3) City Council has approved the full collective bargaining agreement.



Article 2 Tentative Agreement
July 22, 2024

63272710.v1-OGLETREE

Within 30 days following execution of the contract, the Parties shall jointly petition the State Employment Relations Board to change the description of the bargaining unit by removing the following positions:

Assistant Superintendent of Distribution
Assistant Superintendent of Sewer Maintenance
Chief Meter Reader

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Employer

Union

Date

Date

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63272710.v1-OGLETREE

**ARTICLE 4
NON-DISCRIMINATION**

(4) The City and the Union hereby state their commitments, legal and moral, not to discriminate or retaliate in any manner relating to employment, including but not limited to, or representation on the basis of race, color, creed, national origin, sex (including sexual orientation, gender identity and expression, disability, or age (for those 40 or older), genetic background, veteran status, or any other characteristic protected by law.

(5) The City shall recognize the right of all members of the bargaining unit to join the Union and to participate in lawful concerted Union activities and shall not discriminate against, interfere with, restrain, coerce, or discipline any member of the bargaining unit due to Union membership or due to any lawful activity undertaken on behalf of the Union.

(6) Any alleged violation of either City rights or of Union rights is subject to review directly to the Step 3 level of the Grievance Procedure of the Contract.



Employer



Union

7/22/2024

Date

7/22/24

Date

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**ARTICLE 8
UNION SECURITY AND CHECK-OFF**

~~(12) — All employees in the bargaining unit covered by this Contract who are members of the Union on the date the Contract is signed and all other employees in such bargaining unit who 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. The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. The Union shall give the City at least thirty (30) days advance written notice of any change in the monthly dues, fees or fair share fee amounts.~~

~~(13) — The following provision shall become effective when the Union provides documentation and substantiation that at least 85% of the eligible employees in the Bargaining Unit, as defined in Article H (Recognition) of this Contract, are dues paying members of the Union.~~

~~1. — 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; however, all non-probationary employees who do not become members of Local 10 shall be required, as a condition of employment, to pay a fair share fee only to cover, and shall not exceed the employee's pro-rata share of: (1) the direct costs incurred by the Union in negotiating and administering this Contract and of settling grievances and disputes arising under this Contract; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Contract.~~

~~In the event that any employee who is required to pay a fair share fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the City into an interest bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to the provisions of O.R.C. 4117.09 (C).~~

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62913349.v1-OGLETREE

~~The Union hereby represents that (a) it has provided all non-member employees with adequate information about the basis for the fair share fee calculation and (b) any dispute regarding the fair share fee is subject to prompt decision by an impartial decision maker.~~

~~2. — It shall be the responsibility of the Union to establish the amount of such a fair share fee and to notify all affected employees of the established fair share fee. The Union shall notify the City of the amount of said fair share fee and the names of the affected employees. The City shall deduct this amount from the pay of said employee(s) and remit it to the Union. The Union shall indemnify and save the City harmless from any and all legal actions brought by an employee against the Union, the City, or the Union and the City jointly, as the result of the enforcement or required compliance with this provision.~~

~~3. — Any employee hired prior to April 1, 1984, who has not joined the Union by March 31, 1984 shall not be subject to this provision and shall not be required to pay a fair share fee.~~

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

(13) The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Contract upon receipt from the Union of

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62913349.v1-OGLETREE

Article 39 Tentative Agreement
July 22, 2024

individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that –

- A. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union.
- B. 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.
- C. Deductions under Article VII shall be made during the second pay period of each month, but if an employee's pay for that period is insufficient to cover the Union dues, the City will make a deduction from the pay earned during the next pay period.
- D. All deductions under Article VII, accompanied by an alphabetical list by department of all employees from whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.
- E. Where an individual in a classification not in the bargaining unit is temporarily assigned to a position within the bargaining unit, the Union shall be entitled to assess a pro-rata service fee upon such temporarily assigned employee based upon the amount of time the employee is in the bargaining unit position. The service fee shall be a fraction of the monthly union fees with the days the employee is temporarily assigned on the numerator and the number of days in the affected month as the denominator.

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8
Article 39 Tentative Agreement
July 22, 2024

WILL INSERT SECTION HEADINGS.



Employer

7/22/2024

Date



Union

7/22/24

Date

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ARTICLE 28
MILITARY LEAVE

(64) Employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a leave of absence from their positions without loss of pay for the time they are performing service in the uniformed services in accordance with Cleveland Codified Ordinance Section 171.57.

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

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

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

~~Any non-probationary employee who is entitled to the leave and who is called to military duty for a period in excess of thirty one (31) days in any one calendar year, for each calendar year in which military duty is performed because of an Executive Order issued by the President of the United States or an Act of Congress is entitled, during the period designated in the Order or Act, to a leave of absence and to be paid, during each month of that period, the lesser of the following:~~

~~(1) ————— The difference between his/her gross monthly wage or salary as an employee and the sum of his/her gross military pay and allowances received that month;
or~~

~~(2) — Five hundred dollars (\$500.00).~~


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

~~Employees on military leave who thereafter return to employment with the City shall~~

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Article 28 Tentative Agreement
July 19, 2024

~~receive retirement and longevity credit for all time spent in active military service.~~



Employer



Union

7/22/2024

Date

7/22/24

Date

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ARTICLE 31
VACATION

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

<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

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

A) Any employee who has completed less than one (1) year of continuous employment by December 31st of the previous year shall receive one (1) workday off for each month worked prior to December 31st of the previous year, but not to exceed ten (10) days. New employees whose starting day is prior to the 16th of the month shall be credited with one (1) day of vacation for that month.

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

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

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.

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 — 1½ days per month, not to exceed fifteen (15) days; twelve (12) years but less than twenty-two (22) years' service — 2 days per month,

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July 19, 2024

not to exceed twenty (20) days; twenty-two (22) years of service -- 2 1/2 days per month, not to exceed twenty-five (25) days.

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

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

J) If any employee is laid off or is terminated for any reason other than dismissal 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 his return on the same basis as if he had been on the City payroll during the full preceding calendar year, providing he returns to duty from military service.

(71) 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).

(72) Employees may take their vacation during the calendar year at the convenience of the City. Beginning September 1st each calendar year employees will be given an opportunity to indicate their vacation leave preference(s) on a form provided by the City. All vacation preferences must be submitted no later than October 31st. 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 division and classification will be provided by the City no later than December 15 with priority given to employees according to their job classification

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seniority to the extent consistent with operational requirements. Once the 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.

(73) New hires are prohibited from using vacation time during their probationary period and newly-hired employees terminated during their probationary period shall not be eligible to cash-out their accrued vacation.



Employer

7/22/2024

Date



Union

7/22/24

Date

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ARTICLE 37
LICENSE INCENTIVE

(80) Employees in the following classifications shall receive a license incentive in accordance with the schedule set forth below. License incentives will be paid within seven (7) days of written certification provided to the employee's supervisor.

(81) License incentive pay shall be added to the employee's base hourly rate of pay for all purposes, including but not limited to overtime.

Classifications

Assistant Superintendent of Distribution
Chief Radio Dispatcher
Engineer of Hydraulic Survey
Inspection Supervisor of Permits and Sales
Sewer Construction and Maintenance Operator Supervisor
Sewer Maintenance Unit Leader
Sewer Maintenance Leader Operator
Water Pipe Repair Unit Leader
Water Pipe Repair Supervisor
Meter Technician Leader
Meter Technician Supervisor
Water Hydraulic Repair Unit Leader
Water Hydraulic Repair Supervisor

Incentive

1st Class	\$0.45 <u>0.90</u> per hour
2nd Class	\$0.50 <u>1.50</u> per hour

Licenses for Sewer — Waste Water Collection 1 & 2

Licenses for Water — Water Distribution 1 & 2

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July 22, 2024


Employer

7/22/2024
Date


Union

7/22/24
Date

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ARTICLE 38
PAY DAY

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

(83) Per the City's discretion, employees may be paid either by direct deposit, ~~hand-delivery (being issued the paycheck at the work site) during their work shift, direct mail,~~ or by payroll debit card.

(84) Employees who receive a paycheck by hand delivery, who are not scheduled to work on the date of the issuance of the paycheck, will make arrangements through the Supervisor and/or Timekeeper to properly receive their paycheck.

~~(85) City time is not to be used for cashing a paycheck.~~

~~(86) The City will process any pay check error of fifty dollars (\$50.00) or more within three (3) working days.~~



Employer

7/22/2024

Date



Union

7/22/24

Date

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ARTICLE 39
WAGES

(87) Retroactive to April 1, ~~2022~~²⁰¹⁹ a two percent (2.0%) wage increase shall be applied to all wage rates in accordance with the wage rates set forth in Schedule A which is incorporated herein as though fully rewritten.

(88) Retroactive to April 1, ~~2023~~²⁰²⁰, a two percent (2.0%) increase shall be applied to all wage rates in accordance with wage rates set forth in Schedule A which is incorporated herein as though fully rewritten.

(89) Effective April 1, ~~2024~~²⁰²¹, a two percent (2.0%) increase shall be applied to all wage rates in accordance with wage rates set forth in Schedule A which is incorporated herein as though fully rewritten.

(90) Effective April 1, 2024, the following classifications will receive a one-time equity adjustment increase to their base wage of (three percent) 3%:

Chief Radio Dispatcher – Water
Data Conversion Supervisor
Water Pipe Repair Supervisor
Water Pipe Repair Unit Leader
Inspection Supervisor of Permits and Sales
Meter Technician Supervisor
Meter Technician Unit Leader
Unit Supervisor
Sewer Construction and Maintenance Operator Supervisor
Sewer Maintenance Unit Leader Operator
Sewer Maintenance Leader

Employees that currently work for the City, but are no longer a part of the bargaining unit, shall receive the above wage increases.

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~~(89)(91)~~ Employees not on the active payroll at the time the contract is fully executed ~~ratified~~ are not entitled to retroactive payments or other monetary benefits.

~~(90)(92)~~ Opportunities shall be provided for any unit leaders in the Division of Water volunteering to train and become qualified to operate heavy equipment. Employees can apply for such training openings. Employees who qualify based on defined criteria (such as hands-on testing), shall receive \$1.80 in addition to their base hourly rate so long as they remain qualified to operate the heavy equipment. Determinations as to whether an employee is qualified remain within the sole discretion of the City. The criteria will be shared with the Union prior to implementation.

~~(91)(93)~~ While operating the Jack Hammer, Local 10 members will be compensated at the Jack Hammer Local 100 hourly rate.

~~(92)(94)~~ Wage increases shall be effective as follows: (a) if April 1st falls in the first week of a pay period, the wage increase shall be effective at the beginning of that pay period; or (b) if April 1st falls in the second week of a pay period, the wage increase shall be effective at the beginning of the next pay period.

~~(93)~~ The City and the Union, within sixty (60) days of the execution of this contract, shall ~~commence discussions regarding wage disparities which may exist within the bargaining unit classifications. If the parties are unable to agree upon any wage disparities, the matter may be submitted to the Step 3 level of the grievance procedure.~~

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Article 39 Tentative Agreement
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Employer

7/22/2024

Date



Union

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ARTICLE 39
WAGES

Delete Paragraph 94.

~~(87) — The City and the Union, within sixty (60) days of the execution of this contract, shall commence discussions regarding wage disparities which may exist within the bargaining unit classifications. If the parties are unable to agree upon any wage disparities, the matter may be submitted to the Step 3 level of the grievance procedure.~~


Employer

7/22/2024
Date


Union

7/22/24
Date

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Unknown

ARTICLE 42
DISCIPLINE

(97) a. If an employee is charged with a felony and held in custody, he shall be placed on an unpaid administrative leave pending the adjudication of his criminal charges. Employees released from custody shall be scheduled for any pre-disciplinary conference within the same time constraints applicable to all other bargaining unit members. If the employee is convicted of the criminal charges and required to serve a period of incarceration, his employment with the City of Cleveland shall be terminated. If the employee is convicted or pleads guilty but released from custody and not required to serve a period of incarceration or found to be not guilty, the City shall schedule a pre-disciplinary hearing following the adjudication of the criminal charges.

(97) b. Whenever the City determines that an employee may be subject to discipline, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written testimony. The City shall notify the affected employee and his/her Union representative of the day and time of the conference at least 48 hours in advance and provide a detailed incident report of the specific incident for which discipline is being considered. The employee's Union representative shall be present at the pre-disciplinary conference unless otherwise agreed between the City and said employee and his representative. Any such agreement shall be reduced to writing, signed by both parties and submitted to the City for the record. An employee may also elect, in writing, to waive the opportunity for a pre-disciplinary conference.

(98) 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.

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Article 42 Tentative Agreement
July 19, 2024

(99) An employee who is disciplined must be disciplined within twenty-one (21) calendar days of the event(s) upon which the discipline is based, or within a reasonable time from the date the City had knowledge of said event(s). In the case of suspension or discharge, the employee shall be advised of his/her right to have his/her Union representative present and, upon request, will be permitted to discuss his/her suspension or discharge with the Union representative in an area made available by the City before he/she is required to leave the premises. If a Steward is being disciplined, he/she has the right to be represented by a Chapter Officer. If a Chapter Officer, Secretary, Treasurer or Recording Secretary is being disciplined he/she has the right to be represented by the Union President or Vice President. If the President or Vice President is being disciplined he/she has the right to be represented by an International I.U.O.E. representative.

(100) The City will notify the Union in advance of any change to the attendance policy and negotiate changes prior to implementation. The City will maintain a taped call-in line at every division, except divisions in public safety, for the purpose of recording call offs.

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

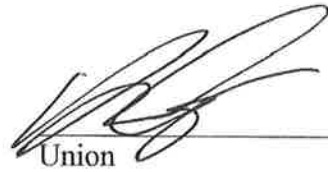
(102) Any suspension shall be for a specific number of consecutive days on which the employee would regularly be scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of the suspension only.

(103) All employees are obligated to report convictions for DUI or drug related offenses, and failure to report may result in immediate discharge.

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Article 42 Tentative Agreement
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ARTICLE 48
HOLIDAYS

(135) All regular full-time employees shall be entitled to ~~eleven (11)~~ twelve (12) paid holidays (inclusive of the two (2) floating holidays) as follows:

New Year's Day	Independence Day
Dr. Martin Luther King Jr. Day	Good Friday
President's Day	Labor Day
Memorial Day	Thanksgiving Day
<u>Juneteenth</u>	Christmas Day

(136) Employees are entitled to two (2) floating holidays in each calendar year. Floating holidays will be granted contingent upon operational needs and a request by the employee being submitted for consideration at least twenty-four (24) hours prior to the date being requested. If the operating needs of the Department cannot be met because there are too many requests for a specific day(s) or for any other reason, the requests will be considered and approved in accordance with seniority guidelines. A new hire cannot use the floating holidays during his probationary period. To be entitled to holiday pay an employee must work his or her last full scheduled work day before and the first full scheduled work day after the holiday, unless on an approved vacation or personal day. Any sick time used on the last scheduled workday before or the first scheduled workday after the holiday will result in the loss of the paid holiday unless the employee has presented a certificate from a licensed physician immediately upon return to work. ~~Rotating workweek shift employees who~~


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Article 48 Tentative Agreement
July 19, 2024

~~call off sick on a regularly-scheduled holiday that is a workday will forfeit their alternative holiday~~

~~pay.~~ Tardiness (less than one (1) hour) does not disqualify an employee from holiday pay. B

(137) 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.



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ARTICLE 50
DURATION

(136) This Contract represents a complete and final understanding on all bargainable issues between the City and the Union and it shall be effective as of the date of ratification (~~November 18, 2020~~) and remain in full force and effect until March 31, ~~2022~~2025.

(137) This Contract supersedes all previous agreements and memorandums.


Employer

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