TENTATIVE AGREEMENT SUMMARY between THE CITY OF CLEVELAND

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 38 October 24, 2023

1. WAGES – ARTICLES 33, 34

Retroactive to April 1, 2022: 2.0% Retroactive to April 1, 2023: 2.0%

Effective upon ratification: Equity Adjustment (see attachment)

Effective April 1, 2024: 2.0%

2. INSURANCE – ARTICLE 42 and ADDENDUM (NEW)

No changes except dates.

3. NON-DISCRIMINATION – ARTICLE 14

¶34: Revise as follows:

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

4. <u>MILITARY LEAVE – ARTICLE 19</u>

¶¶42-43: Replace with the following:

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.

5. HOLIDAYS – ARTICLE 31

¶65: Revise to state that there are ten (10) paid holidays and add Juneteenth National Independence Day as a holiday.

6. UNIFORMS – ARTICLE 37

¶81: Revise as follows:

The City will provide uniforms (except boots or other footwear), and, instead of maintaining the uniforms, provide an annual one hundred fifty dollars (\$150) uniform maintenance allowance. Employees shall be responsible for maintaining their own uniforms. Effective in calendar year 2024, the City will cease provision of uniforms and will provide an annual three-hundred-dollar (\$300.00) payment to employees for the purchase of uniform apparel. Employees will be required to wear uniforms. The failure to wear the appropriate uniform will subject an employee to disciplinary action.

7. TEMPORARY ASSIGNMENT – ARTICLE 38

¶83: Revise as follows:

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

8. <u>DISCIPLINE – ARTICLE 44</u>

¶91a: Add new paragraph:

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 predisciplinary 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.

9. GRIEVANCE PROCEDURE – ARTICLE 45

¶99: revise to permit filing grievances at Step 2 for wage rates/Step placement

10. HOUSEKEEPING

Correct typos

11. <u>DURATION – ARTICLE 41</u>

¶85(a): Three (3) years – Date of execution through March 31, 2025

The City reserves the right to modify or add to these proposals at any time prior to impasse.**

	2024 Annual Pay	\$70,673.12	\$72,804.62	\$75,222.09	\$77,613.81		2024 Annual Pay	\$71,862.09	\$74,023.01	\$76,413.81	\$78,804.62		2024 Annual Pay	\$73,057.49	\$75,218.41	\$77,613.81	\$80,005.54		2024 Annual Pay	\$74,260.71	\$76,417.95	\$78,804.62	\$81,201.40
2024 2%	2024	\$33.98	\$35.00	\$36.16	\$37.31		\$2,024.00	\$34.55	\$35.59	\$36.74	\$37.89		\$2,024.00	\$35.12	\$36.16	\$37.31	\$38.46		\$2,024.00	\$35.70	\$36.74	\$37.89	\$39.04
	2024 2%	\$0.6662	\$0.6863	\$0.7091	\$0.7317		2024 2%	\$0.6774	\$0.6978	\$0.7203	\$0.7429		2024 2%	\$0.6887	\$0.7091	\$0.7317	\$0.7542		2024 2%	\$0.7000	\$0.7204	\$0.7429	\$0.7655
	2023 Annual Pay	\$69,287.37	\$71,377.08	\$73,747.15	\$76,091.97		2023 Annual Pay	\$70,453.03	\$72,571.58	\$74,915.50	\$77,259.43		2023 Annual Pay	\$71,624.99	\$73,743.54	\$76,091.97	\$78,436.80		2023 Annual Pay	\$72,804.62	\$70,521.98	\$72,728.45	\$74,934.91
	2023	\$33.31	\$34.32	\$35.46	\$36.58	\$0.00	2023	\$33.87	\$34.89	\$36.02	\$37.14	\$0.00	2023	\$34.44	\$35.45	\$36.58	\$37.71	\$0.00	2023	\$35.00	\$36.02	\$37.14	\$38.27
Adj upon rati	2023 6.23%	\$1.9536	\$2.0125	\$2.0793	\$2.1454			\$1.9864	\$2.0462	\$2.1123	\$2.1784			\$2.0195	\$2.0792	\$2.1454	\$2.2116			\$2.0528	\$2.1124	\$2.1784	\$2.2446
1-Apr-23		\$31.36	\$32.30	\$33.38	\$34.44			\$31.89	\$32.84	\$33.90	\$34.97			\$32.42	\$33.37	\$34.44	\$35.50			\$32.95	\$33.91	\$34.97	\$36.03
1-Apr-23	2023 2%	\$0.6149	\$0.6334	\$0.6544	\$0.6752		2023 2%	\$0.6252	\$0.6440	\$0.6648	\$0.6856		2023 2%	\$0.6356	\$0.6544	\$0.6752	\$0.6960		2023 2%	\$0.6461	\$0.6648	\$0.6856	\$0.7065
	2022Annual Pay	\$63,939.20	\$65,873.60	\$68,057.60	\$70,220.80		2022Annual Pay	\$65,020.80	66,976.00	69,139.20	71,302.40		2022Annual Pay	\$66,102.40	\$68,060.93	\$70,224.96	\$72,388.99		2022Annual Pay	\$67,191.07	\$69,142.94	\$71,306.98	\$73,471.01
	Pay Rate 2022	\$30.74	\$31.67	\$32.72	\$33.76		Pay Rate 2022	\$31.26	\$32.20	\$33.24	\$34.28		Pay Rate 2022	\$31.78	\$32.72	\$33.76	\$34.80		Pay Rate 2022	\$32.30	\$33.24	\$34.28	\$35.32