

TENTATIVE AGREEMENT SUMMARY
between
THE CITY OF CLEVELAND
and
TEAMSTERS LOCAL 507
(Full-Time and Seasonal)
June 27, 2020

Full-Time

1. WAGES – ARTICLE XXX

Retroactive to April 1, 2019: 2%
Retroactive to April 1, 2020: 2%
Effective April 1, 2021: 2%

- Revise eligibility to receive retroactive wage payments from “Active” or “Authorized Paid Leave of Absence” on the date that the Union ratifies the Agreement to the date that the City executes the Agreement

2. INSURANCE – ARTICLE XXIV and ADDENDA XV and XVI

- Modify life insurance coverage, effective 4/1/20, from \$15,000 to \$25,000;
- Modify dental benefits, effective 4/1/20, as follows:
 - Reduce deductible to \$25/person and \$50/family (from \$50/person and \$150/family)
 - Increase basic coinsurance to 90% (from 80%)
 - Increase Orthodontia Lifetime Maximum to \$2,000 (from \$1,500)
 - Increase Annual Maximum to \$2,000 (from \$1,000)
- Modify vision benefits, effective 4/1/20, as follows:
 - Increase Frame Allowance to \$150 (from \$120)
 - Reduce UV copay to \$0.00 (from \$10)
 - Increase Eye Exam Frequency to once every 12 months (from once every 24 months for member aged 20 or over)
- Modify High Deductible Plan Description (Addendum XVI) to be consistent with other City Labor Contracts (see Attachment)

3. UNION SECURITY AND CHECK-OFF – ARTICLE VII

Section 1, Union Membership: revise as follows:

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.

Section 2, Dues Deductions:

Revise Subsection (A) as follows:

An employee shall have the right to revoke such authorization by giving written notice to the City and the Union.

New Subsections (C)-(E); former Subsections (D)-(F) from Section 3

Section 3, Fair Share Fees

delete Subsections (A)-(C)

move Subsections (D)-(F) to Section 2, renumbered Subsections (C)-(E)

4. UNION REPRESENTATION – ARTICLE VIII

Section 4, Access to Bulletin Board:

Revise Subsection (B) as follows:

replace “President” with “Secretary-Treasurer”

5. SENIORITY – ARTICLE XII

Revise as follows:

Section 1. Job Classification Seniority.

Job classification seniority shall be defined as an employee’s full-time or seasonal length of service while holding the same classification regardless of whether his Civil Service status is that of a Temporary Appointment or Regular (Legal). The employee shall receive credit for all full-time and seasonal time spent on the City’s payroll in that classification. Job classification seniority would be used to determine: (a) permanent lateral transfer, and shift bids within the same job classification; and (b) layoffs and recalls as determined by Article XIV.

Section 2. City Employment Seniority.

City employment seniority shall be defined as an employee’s continuous length of service, effective from his date of hire, in accordance with Civil Service Rules. City employment seniority would be applied for the purpose of accruing such benefits as: vacation, longevity, and accrued sick leave.

Section 3. Bargaining Unit Seniority

Bargaining unit seniority is defined as an employee’s continuous length of service within one or more job classifications within the bargaining unit. Bargaining unit seniority shall be a factor in filling certain vacancies under Article XIII, Section 3.

Section 4. Seniority Tie-Breaker.

Seniority for employees hired on the same day shall start with the highest number for the last four digits of the person's social security number in **odd numbered years**. In **even numbered years**, the lowest numbers shall be first.

Section 5. Termination of Seniority.

City employment seniority shall be terminated when an employee:

- A. resigns;
- B. is discharged for just cause;
- C. is laid off for more than twenty-four (24) consecutive months;
- D. is absent without leave for three (3) consecutive working days; or
- E. fails to report for work within ten (10) consecutive working days from the date on which the City sends the employee notice by certified mail that he has been recalled from layoff.

When permitted by law, City employment seniority shall be suspended for unpaid non-FMLA leaves of absence in excess of sixty (60) calendar days.

Section 6. Employee Contact Information.

Employees are obligated to keep the City apprised of their current address and current telephone number. The City will give employees seven (7) days from the date of ratification of the 2019-22 Agreement to update their existing contact information. Thereafter, the City may rely on the last address and telephone number supplied by an employee. The City will provide the Union, upon request, with a list of all employees in the bargaining unit listing name, job classification, date of hire, and date of classification.

6. BID PROCEDURE – ARTICLE XIII

Revise Section 1, introductory paragraph as follows:

Whenever Management determines there is a vacancy in a classification within the bargaining unit, the City shall post a bid notice within the Division where the vacancy exists and will provide the Union with a copy at the time of posting.

Add new Section 6:

Section 6. Temporary Assignments/Transfers During Bid Process.

In order to provide continuity of service while filling a job opening, the City shall have the right, pursuant to the temporary assignment provision of the Contract, to fill openings and make transfers on a temporary basis pending the selection of employees for a job under these provisions.

7. ASSIGNMENT OF WORK – TEMPORARY TRANSFER – ARTICLE XVI

Revise introductory paragraph as follows:

All employees shall be required to perform any and all temporarily assigned duties, regardless of their usual or customary duties or job assignment. For purposes of this Article, a “temporary transfer” is an assignment to perform duties on a full-time basis outside of the employee’s regular job classification for a period exceeding the greater of eight (8) consecutive hours or one full work day.

Revise Section 3 as follows:

Section 3. Notice and Explanation.

An employee shall be given a written notice of said transfer if the work assignment exceeds one full regularly-scheduled work day. The City will provide the Union within seven (7) days after the date the temporary transfer commences a written explanation of the reason(s) for the transfer, unless the transfer is to meet an emergency situation, in which case the written explanation shall be provided within fourteen (14) days after the date that the temporary transfer commences.

8. GRIEVANCE PROCEDURE – ARTICLE XXVII

Section 7, Authority of Arbitrator

Add language that the Arbitrator is not authorized to arbitrate statutory claims

Section 10, Timeliness

Add language that a grievance that is not timely filed or appealed to the next step shall be considered null and void and that the Union may advance to the next step any grievance that the City does not timely respond to

9. ASSIGNMENT OF WORK – TEMPORARY TRANSFER – ARTICLE XVI

Revise Section 5 as follows:

Section 5. Reassignment Upon Loss of CDL.

- A. Whenever an employee loses his/her commercial driver’s license or has his/her commercial driver’s license suspended, he/she shall, if qualified, be placed in another position in the bargaining unit that does not require operation of equipment if available, and shall be paid at the rate of the position. If more than one qualified position is available, the highest paying position shall be assigned to the driver.
- B. If a valid State of Ohio commercial driver’s license is a requirement for the position and there is a reassignment to alternative duties that do not require a commercial driver’s license, that non-driving position shall not exceed ninety (90) calendar days. Failure to comply with this requirement could result in employee being discharged.

10. DURATION – ARTICLE XXXI

date of ratification through March 31, 2022

11. PARKING ENFORCEMENT OFFICERS – ADDENDUM VI

Section 1, Uniform/Maintenance Allowance

City accepts Union’s proposed language change (“thereafter”)

12. AIRPORT – ADDENDUM X

Section 8, Ohio CDL Requirement

Revise so that employee is required to notify Management of any suspension of his/her CDL

13. HOUSEKEEPING

Eliminate references to Local 244 and replace with Local 507

Seasonal

1. WAGES – ARTICLE XXVI

Section 1, Base Wage Increases

Retroactive to April 1, 2019: 2%
Retroactive April 1, 2020: 2%
Effective April 1, 2021: 2%

Base rates shall be as follows:

4/1/19: \$18.88
4/1/20: \$19.26
4/2/21: \$19.65

Revise eligibility to receive retroactive wage payments from “Active” or “Authorized Paid Leave of Absence” on that the date that the Union ratifies the Agreement to the date that the City executes the Agreement

The parties agree to establish within 90 days of ratification of this Agreement a committee to develop a new wage and classification schedule for all employees covered under the Seasonal Collective Bargaining Agreement.

2. UNION SECURITY AND CHECK-OFF – ARTICLE VII

Section 1, Union Membership: revise as follows:

Revise as proposed in Full-Time proposals

Section 2, Dues Deduction

Revise as proposed in Full-Time proposals

Section 3, Fair Share Fees

Revise as proposed in Full-Time proposals

3. ASSIGNMENT OF WORK – TEMPORARY TRANSFER – ARTICLE XIII

Section 5. Reassignment Upon Loss of CDL.

Revise as proposed in Full-Time proposals

4. GRIEVANCE PROCEDURE – ARTICLE XXV

Section 7, Authority of Arbitrator

Add language that the Arbitrator is not authorized to arbitrate statutory claims

Section 10, Timeliness

Add language that a grievance that is not timely filed or appealed to the next step shall be considered null and void and that the Union may advance to the next step any grievance that the City does not timely respond to

5. TERM OF AGREEMENT – ARTICLE XXVII

date of ratification through March 31, 2022

**ADDENDUM XVI -
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: -- Specialists:	\$40.00 Co-pay \$60.00 Co-Pay
e. Use of Emergency Room:	\$250.00 Co-pay (Co-pay waived if admitted)
	Non-Emergency use \$200.00 Co-pay plus 80% Co-Insurance
f. Wellness/Preventive Services:	
Routine Physical Exam (One exam	100% per benefit period): not subject to deductible
Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	100% not subject to deductible
Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
Routine Mammogram (One, limited to an \$85 maximum per benefit period):	100% not subject to deductible
Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible

Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic 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

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