

CITY OF CLEVELAND  
and  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 39

FINAL, COMPREHENSIVE TENTATIVE AGREEMENT

Mutually Agreed to on September 25, 2023

The City of Cleveland (“City”) and the International Brotherhood of Electrical Workers, Local 39 (“Local 39”) have reached mutual agreement as to the following issues and enter into this “Tentative Agreement” for amendments to a successor to their 2019-2022 Collective Bargaining Agreement contingent only on a final ratification of all amended terms by the Local 39 membership and Cleveland City Council. This Tentative Agreement incorporates all prior, signed tentative agreements and any party proposals not included herein are withdrawn.

1. **ARTICLE 38 - WAGES**

**Wages:**

Equity Increase: 2% equity increase for all classifications retroactive to April 1, 2022 for all current employees and employees who retired through the Ohio Public Employee Retirement System after April 1, 2022 but prior to execution of the 2022-2025 contract.

First year: 2% base wage increase retroactive to April 1, 2022 for all current employees and employees who retired through the Ohio Public Employee Retirement System after April 1, 2022 but prior to execution of the 2022-2025 contract.

Second year: 2% base wage increase effective April 1, 2023 for all current employees and employees who retired through the Ohio Public Employee Retirement System after April 1, 2023 but prior to execution of the 2022-2025 contract.

Third year: 2% base wage increase effective April 1, 2024

**\*Delete language regarding selected retention bonuses implemented in 2019, 2020, and 2021.**

2. **ARTICLE 35 – INSURANCE**

Maintain current contract language and plan design.

3. **ARTICLE 2 – RECOGNITION**

a. Amend Section 2.02 to read as follows:

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 4<sup>th</sup>  
Lineman Apprentice 3<sup>rd</sup>  
Lineman Apprentice 2<sup>nd</sup>  
Lineman Apprentice 1<sup>st</sup>  
Line Helper/Driver Trouble  
Line Helper/Driver 2nd Year  
Line Helper/Driver Start  
Intern Apprentice  
Senior Cable Splicer  
Cable Splicer Apprentice 4<sup>th</sup>  
Cable Splicer Apprentice 3<sup>rd</sup>  
Cable Splicer Apprentice 2<sup>nd</sup>  
Cable Splicer Apprentice 1<sup>st</sup>  
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 4<sup>th</sup>  
Meterman Apprentice 3<sup>rd</sup>  
Meterman Apprentice 2<sup>nd</sup>  
Meterman Apprentice 1<sup>st</sup>  
Transformer/Gas Turbine Repairman  
Transformer/Gas Turbine Repairman Apprentice 4<sup>th</sup>  
Transformer/Gas Turbine Repairman Apprentice 3<sup>rd</sup>  
Transformer/Gas Turbine Repairman Apprentice 2<sup>nd</sup>  
Transformer/Gas Turbine Repairman Apprentice 1<sup>st</sup>  
**Chief Electrical Transmission Operator\***  
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 2<sup>nd</sup>  
Low Tension Line Helper Driver Start  
Low Tension Lineman Apprentice 3<sup>rd</sup>  
Low Tension Lineman Apprentice 2<sup>nd</sup>  
Low Tension Lineman Apprentice 1<sup>st</sup>  
Traffic Signal Control Technician I  
Traffic Signal Control Technician II

**\*The Addendum for the Chief Electrical Transmission Operator is attached hereto as ADDENDUM D and incorporated within this negotiated agreement.**

**4. ARTICLE 6 – NON-DISCRIMINATION**

Section 6.01 – Amend Section 6.01 to read as follows:

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

**5. ARTICLE 14 – LEAVES OF ABSENCE**

Section 14.10 – Delete Section 14.10 and 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.**

**6. ARTICLE 19 – INCLEMENT WEATHER**

Section 19.04(F) – Amend the portion of Section 19.04(F) below as amended to Article 20 – Emergency Conditions During Inclement Weather and designate it as Section 20.04:

Work in a manhole ~~may be~~ performed by cable splicers in the Division of Cleveland Public Power **in inclement weather falls under the provisions of this Article. Employees performing such work will be provided the employees have with** the proper inclement weather protection as follows:

1. Manhole tent.
2. Manhole ring.
3. Intercom device for man in hole and man in truck.

7. **ARTICLE 23 – STAFFING**

- a. Section 23.01(J) – Amend Section 23.01(J) to read as follows:

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.

**An employee assigned to a Wing Crew will be provided with a handheld radio.**

- b. New Section 23.02 - Add new Section 23.02 reading as follows:

**Standby Crews**

**To provide enhanced service to CPP customers, the City and the Union agree to create Standby Crews of qualified employees to respond to perform emergent and emergency work as needed and to receive enhanced compensation.**

**A. Standby Crews Composition:**

**The City will staff the following three Standby Crews in accordance with the terms of this Section and in accordance with the crew staffing provisions of this Article:**

1. **A Line Crew: comprised of four (4) personnel, consisting of two (2) journeymen Lineman, one (1) Line Helper driver or qualified apprentice, and one (1) Foreman (or a Lineman acting in the capacity of Foreman);**
2. **A Switcher Crew: comprised of one (1) line switchman and one (1) trouble line helper driver or an apprentice lineman;**
3. **A Cable Splicer Crew: comprised of one (1) Journeyman Cable Splicer and one (1) Cable Splicer Apprentice, Cable Splicer Helper, or Line Helper Driver.**

**B. Standby Crew Schedule and Staffing:**

1. **Standby Crew assignments will be for a seven (7) day period starting at 8:00 a.m. on Friday and ending at 8:00 a.m. on the following Friday (Standby Crew Week).**
2. **The City will offer assignments to each of the three, weekly Standby Crews to qualified employees for voluntary acceptance on Tuesday of each week. Offers will be made in order of the overtime list. Employees who refuse Standby Crew offers will be charged for an overtime list refusal. If the required Standby Crew positions are not filled with volunteers, the City will mandate assignments for the Standby Crew Week being filled.**

3. **Employees who volunteer for or are assigned to a Standby Crew can be offered or but will not be charged for refusing non-Standby Crew overtime opportunities during the Standby Week.**
4. **An employee who volunteers for or is assigned to a Standby Crew may arrange for another employee to fulfill Standby Crew obligations for them. Substitutes must be secured for the entire Standby Week and the employee must notify the City in writing of the substitution including confirmation by the substitute no less than twenty-four (24) hours prior to the beginning of the Standby Week. The substituting employee will receive the Standby Week compensation set forth in this Section.**

**C. Standby Crew Response Requirements:**

1. **Employees assigned to the Standby Crew will keep themselves ready to respond to calls to duty during all hours during the Standby Crew Week when they are not regularly scheduled to work.**
2. **Standby Crew members must be able to receive and respond to telephone calls from the Employer at all times during an assigned Standby Week.**
3. **Standby Crew members will respond to all calls to report to work and report to work within seventy-five (75) minutes of the call. The City and the Union agree that it is of paramount importance that Standby Crew members receive call-ins and respond to work within seventy-five (75) minutes. However, the City will administer the seventy-five (75) minute response requirement with consideration of the specific circumstances of the specific employee.**

**D. Standby Crew Duties:**

1. **Standby Crew members will respond per the provisions of this Section to perform work as assigned within their job descriptions and as is normally assigned to the specific Standby Crews to which they are assigned.**
2. **Based upon specific circumstances such as storms or other emergency or unusual events that disrupt electrical power distribution or public safety, the Commissioner, in his or her discretion, may assign Standby Crews to perform all necessary work to restore power and preserve public safety.**

**E. Compensation of Standby Crew Members:**

1. **Employees assigned to Standby Crews will receive an additional fourteen (14) hours of pay at one and one-half (1 ½) the straight time rate for the Standby Week as Standby Week Pay whether or not they are required to report to work during the Standby Week.**
2. **The City will make Standby Week payments in a separate check in the next full regular pay period following the Standby Week (e.g., employees who are assigned to a Standby Week during the first week of a pay period will receive payment in the following regular pay period).**

3. Standby Crew members will be paid at the applicable rate for all hours actually worked after responding to work during the Standby Week. Standby Crew members will also receive Call-In Pay per the terms of Section 29.01 of this Agreement during the Standby Week.
4. Standby Crew members' overtime hours worked during the Standby Week will be counted toward calculation of the Overtime Incentive Bonus set forth in Article 28, Section 28.09 of this Agreement.

**F. Consequences for Failure to Respond During the Standby Week:**

1. The City will impose the following consequences upon employees assigned to a Standby Crew who fail to respond as required by this Section:
  - a. Each failure to respond to a call-in during the Standby Week will be counted as eight (8) hours of overtime refused.
  - b. First failure to respond to a call-in during the Standby Week – 50% reduction in Standby Crew Pay
  - c. Second failure to respond to a call-in during the Standby Week – 100% reduction in Standby Crew Pay.
2. Where an employee fails to report as required during multiple Standby Weeks, the City reserves the right to take additional action, including disciplinary action.

**8. ARTICLE 26 – DISCIPLINE**

Section 26.05 – Amend Section 26.05 to read as follows:

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.

**9. ARTICLE 27 – GRIEVANCE PROCEDURE**

Section 27.03, Step 3 (D) – Amend Section 27.03, Step 3 (D) to read as follows:

**Arbitration shall be the sole and exclusive means of resolving disputes under this Agreement.** 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 such other issues as the parties are expressly required to arbitrate before the arbitrator under the terms of this agreement, including all disciplinary actions.** ~~and~~ In reaching his decision the arbitrator shall have no authority (1) to add to or subtract from or modify in any way any of the provisions of this Contract; (2) to pass upon issues governed by or in conflict with law; **or (3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) days after submission of the case to him or her.**

10. **ARTICLE 28 – OVERTIME**

Amend Article 28 to read as follows:

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.~~

**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 employees do not accept the opportunity to work, the City shall then proceed to the mandatory overtime provision of this Contract.

**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 City will provide a minimum of 60 minutes' notice of mandatory overtime provided the City knows of the need for that overtime at least 75 minutes prior to the end of the shift. 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.

**Overtime in urgent situations shall be offered to employees under the voluntary overtime provisions above**

Employees who fail to report for scheduled overtime shall be charged double overtime refused on the overtime list without notifying the dispatcher within one (1) 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.~~ **Paid employee hours shall be counted as hours of work for the purpose of computing overtime, unless the Holiday or Vacation hours are not part of the employee's regular work week.** 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.~~

28.043 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 55<sup>th</sup>, 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 55<sup>th</sup>, 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~~

28.064. 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 31<sup>st</sup>, 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).~~

~~28.085 Overtime, in non-emergency situations shall be offered to employees in the Bargaining Unit as follows:~~ **Overtime in non-urgent situations shall be offered to employees in the Bargaining Unit as per the Voluntary or Mandatory Overtime provisions in Section 28.01 above or as follows for the continuation of a job assignment:**

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.~~

~~28.1006~~ 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.

~~28.107~~ 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.

~~28.1208~~ 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.

**29.09 Overtime Reporting Incentive Bonus:**

- A. An employee who reports to work for at least 50% of all overtime offered to the employee during any of the four (4) measurement periods identified below will receive a bonus pay of twenty-five percent (25%) of their regular, straight-time hourly rate for all hours of overtime worked in that measurement period.**
  
- B. The periods for measuring employee reporting percentages are:**
  - 1. First Period - Pay Period 1 through Pay Period 7;**
  - 2. Second Period – Pay Period 8 through Pay Period 13;**
  - 3. Third Period – Pay Period 14 through Pay Period 20;**
  - 4. Fourth Period – Pay Period 21 through Pay Period 26.**

In years with 27 pay periods, the Fourth Period will be from Pay Period 21 through Pay Period 27.
  
- C. The Overtime Reporting Incentive Bonus payment will be made in a separate check during the second regular pay during the first calendar month following the end of the measurement period.**
  
- D. The City and the Union agree to engage in regular communications about the operation of this Section through the Labor Management Committee process.**

**11. ARTICLE 33 – HOLIDAYS**

Section 33.01 – Amend Section 33.01 to read as follows:

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

New Years Day	<b>Juneteenth (effective in 2024)</b>
Martin Luther King, Jr. Day	Independence Day
President’s Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Effective in calendar year 2024, Juneteenth will be added as a paid holiday and thereafter employees shall be entitled to ten (10) paid holidays.

**12. ARTICLE 40 – DURATION**

Amend Section 40.01 to read as follows:

This Contract shall be effective ~~as of the 1st day of April, 2019~~ **upon ratification**, and shall remain in full force and effect until March 31, 2022~~5~~, 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~~5~~, 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, 2024. 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, 2025.

13. **ARTICLE 43 – “APPRENTICESHIP COMMITTEE POLICY” JOINT APPRENTICESHIP COMMITTEE**

- a. Replace references to “Apprenticeship Program” with “**Joint Apprenticeship Program.**”
- b. Adoption of revised Joint Apprenticeship Agreement.
- c. Section 43.04 – Amend the first sentence of Section 43.04 to read as follows:

The City agrees to absorb all costs involved with the **Joint Apprenticeship Schooling Program subject to the terms of the Apprenticeship Agreement (attached as Addendum D).**

- d. Section 43.06 – Amend Section D of Section 43.06 to read as follows:

Candidates accepted into the **Joint 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 **Joint 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~~ **month** of training completed, ~~subject to the recommendation of the Joint Apprentice Committee and approval of the Appointing Authority.~~

- e. New Section – Add new Section 43.09 providing as follows:

**Apprentices will be paid a set percentage of the respective journeyman rate for their apprenticeship as follows:**

**A. Lineman Apprentices:**

- |                                 |   |
|---------------------------------|---|
| 1. Lineman App. 4 <sup>th</sup> | 81.3% of the Senior Lineman hourly rate |
| 2. Lineman App. 3 <sup>rd</sup> | 78.4% of the Senior Lineman hourly rate |
| 3. Lineman App. 2 <sup>nd</sup> | 76.8% of the Senior Lineman hourly rate |
| 4. Lineman App. 1 <sup>st</sup> | 75.5% of the Senior Lineman hourly rate |

**B. Cable Splicer Apprentices:**

- |                                       |   |
|---------------------------------------|---|
| 1. Cable Splicer App. 4 <sup>th</sup> | 80.7% of the Senior Cable Splicer hourly rate |
| 2. Cable Splicer App. 3 <sup>rd</sup> | 77.7% of the Senior Cable Splicer hourly rate |

- 3. Cable Splicer App. 2<sup>nd</sup> 76.2% of the Senior Cable Splicer hourly rate
- 4. Cable Splicer App. 1<sup>st</sup> 75.0% of the Senior Cable Splicer hourly rate

**C. Meterman Apprentices:**

- 1. Meterman App. 4<sup>th</sup> 90% of the Elec. Meter Serv. Inst. II hourly rate
- 2. Meterman App. 3<sup>rd</sup> 87.0% of the Elec. Meter Serv. Inst. II hourly rate
- 3. Meterman App. 2<sup>nd</sup> 85.0% of the Elec. Meter Serv. Inst. II hourly rate
- 4. Meterman App. 1<sup>st</sup> 83.7% of the Elec. Meter Serv. Inst. II hourly rate

**D. Transformer/Gas Turbine Repairman Apprentices:**

- 1. T/GT Repair App. 4<sup>th</sup> 91.5% of the T/GT Repairman hourly rate
- 2. T/GT Repair App. 3<sup>rd</sup> 88.0% of the T/GT Repairman hourly rate
- 3. T/GT Repair App. 2<sup>nd</sup> 86.4% of the T/GT Repairman hourly rate
- 4. T/GT Repair App. 1<sup>st</sup> 85.0% of the T/GT Repairman hourly rate

**E. Low Tension Lineman Apprentices:**

- 1. LT Lineman App. 3<sup>rd</sup> 88.5% of the Low Tension Lineman hourly rate
- 2. LT Lineman App. 3<sup>rd</sup> 85.0% of the Low Tension Lineman hourly rate
- 3. LT Lineman App. 3<sup>rd</sup> 83.5% of the Low Tension Lineman hourly rate

**14. NEW ADDENDUM D – APPRENTICESHIP REIMBURSEMENT AGREEMENT**

Add the following template as “Addendum D”:

**TRAINING COST REIMBURSEMENT AGREEMENT**

**THIS AGREEMENT, made in triplicate at Cleveland, Ohio, on \_\_\_\_\_, 20\_\_\_\_, by and between the City of Cleveland (hereinafter referred to as the “City”) a municipal corporation organized and existing under the laws of the State of Ohio, located at 601 Lakeside Avenue, E. Cleveland, Ohio 44114 and**

**\_\_\_\_(hereinafter referred to as the “Applicant”), whose address is \_\_\_\_\_**

**WHEREAS, the City and the International Brotherhood of Electrical Workers, Local 39 have established the Cleveland Public Power (hereinafter referred to as “CPP”) Apprenticeship Program (hereinafter referred to as the "CPP Joint Apprenticeship Program") pursuant to their collective bargaining agreement and in accordance with governing law in order to increase the number of individuals qualified for employment as a [\_\_\_\_\_]; and**

**WHEREAS, the Applicant has satisfied the requirements and qualifications for enrollment in the CPP Joint Apprenticeship Program; and**

WHEREAS, the City will provide the Applicant with the necessary training to become qualified for employment as a [\_\_\_\_\_] by enrolling the Applicant in the CPP Joint Apprenticeship Program; and

WHEREAS, the Applicant acknowledges and agrees that the City incurs substantial expenses related to training the Applicant's to become qualified for employment as a Journeyman Lineman; and

WHEREAS, the Applicant acknowledges and agrees that the City will suffer substantial detriment if the Applicant resigns his or her employment with the City and accepts employment with another employer within seven (7) years after Applicant's successful completion of his or her second full year in the CPP Apprenticeship Program; and

WHEREAS, it is necessary for the City and the Applicant to enter into this Agreement to address their responsibilities under the Apprenticeship Program; and

WHEREAS, the Applicant acknowledges and agrees that the City would not enroll the Applicant in the CPP Joint Apprenticeship Program or consider the Applicant for employment as a [\_\_\_\_\_] without the promises Applicant makes in this Agreement.

NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

#### **ARTICLE I. CPP APPRENTICESHIP PROGRAM COMPONENTS**

The CPP Apprenticeship Program consists of the following components both of which the Applicant must successfully complete prior to employment with the City as a [ ]:

- (a) On the Job Training and Field Accomplishments of 2,000 hours per year for each four years for a total of 8,000 hours; and
- (b) Related Instruction of 160 hours per year for each of four years for a total of 640 hours.

#### **ARTICLE II. CITY'S RESPONSIBILITIES**

Upon execution of this Agreement by the parties hereto, and contingent on the Applicant continuing to meet all requirements and qualifications for enrollment in the CPP Joint Apprenticeship Program and employment as a [\_\_\_\_\_], the City shall:

- (a) Enroll the Applicant in the CPP Joint Apprenticeship Program.

- (b) Provide any equipment necessary for the qualified Applicant's training in the CPP Joint Apprenticeship program.
- (c) Contingent upon the City's staffing needs and the Applicant continuing to meet all requirements and qualifications for employment as a [\_\_\_\_\_], upon the Applicant's successful completion of the CPP Joint Apprenticeship Program, employ Applicant as [\_\_\_\_\_] and provide required training.

**ARTICLE III. APPLICANT'S RESPONSIBILITIES**

- (a) Upon the Applicant's enrollment in the CPP Joint Apprenticeship Program, the Applicant shall:
  - 1) Attend all scheduled classes and participate in all scheduled evolutions of the CPP Apprenticeship Program as required.
  - 2) Use his/her best efforts to satisfactorily complete all On the Job Training and Field Accomplishments of the CPP Joint Apprenticeship Program and maintain a minimum grade of 70% in all Related Instruction course work.
  - 3) Comply with all City policies, rules, and regulations.
- (b) Upon the Applicant's employment as a probationary [\_\_\_\_\_], the Applicant shall:
  - 1) Use his/her best efforts to satisfy all qualifications of employment by the City as a [\_\_\_\_\_].
  - 2) Comply with all City policies, rules, and regulations.
  - 3) Satisfy all terms of this Agreement.
- (c) The Applicant agrees that the his/her responsibilities include not intentionally or negligently rendering him or herself ineligible for initial and continued enrollment in the CPP Joint Apprenticeship Program or employment as a [\_\_\_\_\_].

**ARTICLE IV. REIMBURSEMENT OBLIGATION**

**4.1 Reimbursement Obligation:** The Applicant shall have an obligation to reimburse the City for expenses incurred in connection with the training the Applicant receives throughout the CPP Joint Apprenticeship Program in the event that:

- (a) As a result of Applicant's intentional or negligent acts, he or she is disqualified

from serving as an Apprentice [ \_\_\_\_\_ ] twenty-four (24) months after beginning the CPP Joint Apprenticeship Program or as a [ \_\_\_\_\_ ] sixty (60) months after successfully completing the CPP Joint Apprenticeship Program.

- (b) The Applicant resigns from his/her employment as an Apprentice [ \_\_\_\_\_ ] twenty-four (24) months after beginning the CPP Joint Apprenticeship Program or as a [ \_\_\_\_\_ ] sixty (60) months after successfully completing the CPP Joint Apprenticeship Program and is employed by another employer.

**4.2 The City’s Training Costs.** The City’s training costs are all amounts the City expends to train the Applicant in the CPP Joint Apprenticeship Program, as follows:

(a)	Cost of On the Job Training and Field Accomplishments per year:	\$
(b)	Cost of the CPP Apprenticeship Program training per year:	\$
(c)	Tool, uniform, equipment expenses per year:	\$
(d)	[OTHER NON-COMPENSATION COSTS] per year	\$

**ANNUAL COST:** \$  
**TOTAL:** \$

It is understood that the amounts itemized above are estimates only; however, the actual reimbursement obligation shall not exceed the total amount indicated above.

**4.3 Schedule of Training Cost Reimbursement.**

- (a) Applicant’s obligation to reimburse the City will commence after the completion of the first two (2) years of the CPP Joint Apprenticeship Program and will continue for a period of sixty (60) months after the completion of the CPP Apprenticeship Program.
- (b) Applicant’s reimbursement amount will accrue by \$ \_\_\_\_\_ per month of participation in the CPP Joint Apprenticeship Program and the Maximum Reimbursement Amount will be \$ \_\_\_\_\_ upon completion of the CPP Joint Apprenticeship Program as set forth in Section 4.2 above.



- (c) The reimbursement amount will be reduced by 1/60 (\$\_\_\_\_\_) of the Maximum Reimbursement Amount with each full month of continuous full-time service as a [\_\_\_\_\_] after successful completion of the CPP Joint Apprenticeship Program.
- (d) It there is an absence from work for a period greater than two (2) consecutive weeks in any month, that month will not be counted as a month of continuous full-time service as a [\_\_\_\_\_].

**4.4 Terms of Repayment.**

- (a) The City will retain any accrued vacation and holiday time upon separation of employment to partially or fully satisfy Applicant's reimbursement obligations, otherwise, complete payment of the reimbursement obligation shall be made within thirty-six (36) months of the event triggering the reimbursement obligation in at least monthly installments of no less than one thirty-sixth (1/36) of the total reimbursement obligation, commencing on the first day of the month following the month during which the triggering event occurs and payable on or before the first of each month thereafter.
- (b) The actual amount required to be reimbursed, including payment instructions, will be provided to the Applicant at the time of their separation from the CPP Joint Apprenticeship Program or employment with the City as a [\_\_\_\_\_].
- (c) In the event of the Applicant's failure to make any minimum payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately become due and payable.
- (d) In the event that the City incurs legal fees, court costs or attorneys' fees, or other costs of collection in an effort to collect any delinquent sums owed pursuant to this Agreement, the Applicant will pay such expenses in addition to all sums due under this Agreement.

**4.5 Reinstatement.** If Applicant has voluntarily terminated his/her employment as a [\_\_\_\_\_] but applies for reinstatement within one (1) year of the date employment was terminated, Applicant shall not be obligated to make any remaining reimbursement payments if reinstated. If the Applicant voluntarily terminates his/her employment after reinstatement, or his/her employment is terminated according to the terms of this Agreement, reimbursement costs shall be recalculated and shall resume as otherwise provided herein.

**ARTICLE V. NEGATION OF EMPLOYMENT RIGHTS**

No provision of this Agreement shall be construed as to grant the Applicant any rights to employment as an Apprentice [ ] or [ ]with the City whatsoever.

**ARTICLE VI. TERM OF AGREEMENT**

This Agreement shall commence upon execution hereof and shall continue until such time as all obligations provided for herein have been satisfied, unless earlier terminated as hereinafter provided.

**ARTICLE VII. NOTICE OF RIGHT TO INDEPENDENT LEGAL ADVISOR**

The Applicant acknowledges that he/she:

- (a) Has the right to have this Agreement examined by an attorney of his/her choosing and to discuss its terms with his/her attorney prior to signing it;
- (b) Has read this Agreement and fully understands all its terms and conditions; and
- (c) Has executed this Agreement voluntarily and with full knowledge of its legal significance.

**ARTICLE VIII. HEADINGS**

All articles or descriptive headings or paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day hereinabove first written.

FOR THE CITY OF CLEVELAND                      ATTEST:

\_\_\_\_\_  
[TITLE AND NAME]

FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL  
39

\_\_\_\_\_  
[TITLE AND NAME]

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
**APPLICANT PRINTED NAME**

**SWORN TO before me and SUBSCRIBED in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
**NOTARY PUBLIC**

**(SEAL)**

IT IS SO AGREED THIS \_\_\_\_ DAY OF SEPTEMBER, 2023:

FOR IBEW LOCAL 39

FOR THE CITY OF CLEVELAND

\_\_\_\_\_

\_\_\_\_\_