

**TENTATIVE AGREEMENT BETWEEN
SEIU LOCAL 1
AND
THE CITY OF CLEVELAND**

**Presented to the Membership on
Saturday, May 2 at 12pm and 5pm**

TA #1**ARTICLE 2 – RECOGNITION (Changes in bold/strikethrough):**

- a. Paragraph 3 – The Union is recognized as the sole and exclusive representative for the purpose of establishing negotiated rates of pay, wages, hours and other conditions of employment for all employees who have completed their probationary period in the job classifications listed below:

Custodial Worker
Custodial Worker Lead Person
Window Washer
Bridge Oiler
Animal Care Worker
Canine Enrichment Specialist

TA #2**ARTICLE 4 – UNION RIGHTS (Changes in bold/strikethrough):**

- a. Paragraph 9 – ~~It shall not be a violation of this Contract and it shall not be a cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another union, except that the City shall not be required to pay the wages of any such employees. Provided that in no case shall any employees refuse to do any work, regardless of the existence of a lawful primary labor dispute, if, in the City's judgment, such refusal would be detrimental to the public health or safety, unless the City cannot reasonably provide for the personal safety of the employees. It shall be a violation of this contract and the City may impose discipline upon any employee who refuses to enter upon any property of the City involved in a primary labor dispute, or refuses to go through or work behind any lawful primary picket line of employees of the City, unless the City cannot reasonably provide for the personal safety of the employees.~~ **It shall be a violation of this contract and the City may impose discipline upon any employee who refuses to enter upon any property of the City involved in a primary labor dispute, or refuses to go through or work behind any lawful primary picket line of employees of the City, unless the City cannot reasonably provide for the personal safety of the employees.**

TA #3**ARTICLE 7 – UNION SECURITY AND CHECK-OFF (Changes in bold/strikethrough):**

- a. Delete Paragraphs 15 and 16 and replace with the following New Paragraph 15 - **The employees shall have the right to join or not join the Union. For employees who join the Union and**

provide written authorization for the Employer to withdraw dues, the Employer shall honor employee check-off authorizations and withhold dues from the employee's wages. Any employee who is paying dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Union will advise the Employer if and when an employee's written authorization is no longer in effect. The Employer will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.

- b. New Paragraph 22 (between current Paragraphs 21 and 22) - The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement. Upon request from the City, the Union shall provide copies of employee dues authorizations.

TA #4

ARTICLE 8 – UNION REPRESENTATION (Changes in bold/strikethrough):

- a. Paragraph 23 - The City recognizes the right of the Union to select ~~Delegates~~ **Stewards**, alternate ~~Delegates~~ **Stewards**, and a Grievance Chair to represent the employees on grievances arising under this Contract as follows:

The alternate ~~Delegate~~ **Steward** shall act as ~~Delegate~~ **Steward** when the ~~Delegate~~ **Steward** is absent from work and the Union must at all times have a ~~Delegate~~ **Steward** or alternate ~~Delegate~~ **Steward** in each of the locations.

The City also recognizes the right of the Union to appoint an Executive Board member.

- b. Paragraph 24 - A ~~Delegate~~ **Steward** shall be permitted to investigate and process a grievance within his own location and attend the meetings as provided in the Grievance Procedure during their working hours without loss of regular (straight-time) pay, and such activity shall be with proper regard for the City's operational needs and work requirements. All ~~Delegates~~ **Stewards** shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling. ~~Delegates~~ **Stewards** shall give their supervisors reasonable verbal as well as written prior notice of union-related work. ~~Delegates~~ **Stewards** shall fill out a log which contains their name, time, date, destination, telephone number where the officer can be reached,

and their estimated time of return. Within the time limits set forth in the Grievance Procedure, meetings shall be held at mutually convenient and acceptable times to the City and the Union.

- c. Paragraph 25 – The Union will be required to provide the Director of the Department of Personnel & Human Resources and the Chief Assistant Director of Law for the Labor & Employment Section of the Department of Law with written notice of the identity of all of its **Delegates Stewards**, alternate **Delegates Stewards**, its Grievance Chair, and its Executive Board member, with reference to the jurisdiction/location of each **Delegate Steward** and alternate **Delegate Steward**, by January 1st of each year, or, if applicable, within ten (10) calendar days of any change in the identity of a particular **Delegate Steward**, alternate **Delegate Steward**, Grievance Chair, or Executive Board member during a calendar year.
- d. Paragraph 26 – The City will provide the Union with written quarterly notice, e-mailed in Excel spreadsheet format to the Union’s Administrative Organizer, with the name, home address, job classification, **seniority date (both City employment and Classification)**, department, and division of all employees in the bargaining unit. In addition, at the time the City provides the Union the dues-deduction information identified in Paragraph (18) of the Agreement, the City will provide the Union with the name of all bargaining unit members newly hired or terminated during the month, along with each bargaining unit member’s home address, job classification, and date of hire or termination (as appropriate).
- e. Paragraph 27 – **The Employer shall inform all new hires at all organized sites of the Collective Bargaining Agreement. The Employer shall maintain current practices with regard to Union Stewards and new hires during orientation.**

TA #5

ARTICLE 9 – UNION VISITATION – BULLETIN BOARDS (Changes in bold/strikethrough):

- a. Paragraph 28(b) – All notices or other materials posted on the bulletin board must be signed by the President, Business Representative or **Delegate Steward** of the Union or a representative of the Union and shall be solely for Union business.

TA #6

ARTICLE 12 – SENIORITY (Changes in bold/strikethrough):

- a. Paragraph 36 – The City will provide the Union with a list of all employees in the bargaining unit listing name, job classifications, department, date of hire, and date of classification, ~~not more than twice per year upon request by the Union~~ **in accordance with Paragraph (26)**. Employees shall be required to notify the Employer of any changes in addresses and telephone numbers and the City shall reply upon the last address and telephone number it has on file for an employee.

TA #7

ARTICLE 16 – GENERAL LEAVE (Changes in bold/strikethrough):

- a. Paragraph 44 – An employee in any unpaid leave of absence does not accrue credit toward vacation or paid sick leave. The only exception is an employee who falls under ~~our~~ **the military leave provisions expressed herein and employees on Union Leave in accordance with Article 37, Paragraph (100)(e).**

TA #8

ARTICLE 47 – PAY DAY (Changes in bold/strikethrough):

- a. 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.
 - a. ~~Employees who are paid by paycheck, receive a paycheck by hand deliver, and who are not schedule 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.~~
 - b. ~~For those employees who are paid by paycheck, City time is not to be used for cashing a paycheck.~~
 - c. The City ~~reserves the right to~~ **shall** provide compensation via direct deposit ~~and/or debit cards,~~ **per the employee's election.**
 - d. The City will process any pay error in the next regular pay period
 - e. The city will notify the Union of any changes in the above provisions five (5) days in advance of such change.

TA #9

ARTICLE 52 – GRIEVANCE PROCEDURE (Changes in bold/strikethrough):

- a. Paragraph 132 – When a grievance arises, the following procedure shall be followed: An employee who believes he has a grievance has a right to notify his Union ~~Delegate Steward~~ **of the situation** and to discuss the alleged violation. This discussion shall take place with regard for the City's operational needs, but as soon as is reasonably possible. The grievance shall be reduced to writing and presented to the Commissioner or Appointing Authority or his designee within ten (10) working days of the event(s) giving rise to said grievance. The Commissioner or Appointing Authority or his designee shall meet with the ~~Delegate Steward~~ and Grievant within five (5) working days from the date of receipt of the grievance in an effort to resolve the grievance. The meeting shall be held at an agreed time and place. Reasonable efforts will be made to conduct the meeting during working time without loss of pay. Within ten (10) working days after this meeting, the Commissioner or Appointing Authority or his designee shall give a written answer to the ~~Delegate Steward~~. Each grievance shall be answered separately. The answer shall set forth in detail the settlement reached between the parties and shall include the grievance number, grievant's name, and the date of the grievance hearing. Agreement on this settlement shall be

noted by both parties, in writing, on the grievance answer. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

- b. Paragraph 133 – If the grievance is not satisfactorily settled at Step One (1), it shall be presented in writing to the employee's Director or his designee within ten (10) working days of the receipt of the Step One (1) answer. Within five (5) working days thereafter, the Director or his designee shall meet with the ~~Delegate Steward~~ and Grievant. The meeting shall be held at an agreed time and place. Reasonable efforts will be made to conduct the meeting during working time without loss of pay. Within ten (10) working days after the Step Two (2) meeting, the Director or his designee shall give a written answer, as defined in Step One (1), to the ~~Delegate Steward~~.

TA #10

ARTICLE 55 – LABOR-MANAGEMENT COMMITTEE (Changes in bold/strikethrough):

- a. Paragraph 145 – The parties agree that from time-to-time it may be in the best interests of the parties to meet over issues of mutual concern. All labor-management committee meetings shall be held only if the parties mutually agree to meet. **However, where the Union has requested a meeting concerning staffing levels, such meeting shall be convened no less than once every six (6) months. Otherwise,** ~~The~~ meetings may be scheduled on a quarterly basis but can be more or less by mutual agreement. The moving party agrees to provide an agenda at least two (2) weeks in advance so that adequate preparation is allowed. Unless otherwise mutually agreed to, the following shall govern the meeting: **(Remainder of paragraph is the same as current contract language)**

TA #11

ARTICLE 58 – DURATION (Changes in bold/strikethrough):

- a. Paragraph 152 – 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 and remain in full force and effect until March 31, 2019**22**.

TA #12

NEW POLICY ON MANDATORY OVERTIME:

Prior to mandating employees to remain and work for an overtime assignment, management will follow the below-identified process. During this process the employees will be required to remain on duty until all avenues identified below are exhausted.

1. First seek volunteers from those in the job classification who are currently working at the site.
2. Next seek volunteers from those in the job classification who are currently assigned to the site, but who are not currently working at the site.

3. Then mandate employees who are working at the site.

This process will not apply regarding employees who are held over beyond the end of their shift for the purpose of completing an assigned task. This process will also be subject to the operational needs of management. Management will also undertake reasonable efforts to equalize mandated overtime assignments through documented tracking and will post the mandatory hours worked on a weekly basis. Employees who volunteer or are mandated to work an extended shift of four (4) hours or longer, will not be mandated to work beyond the end of the extended period.

TA #13

ARTICLE 42 – INSURANCE:

Current contract on benefits to be maintained except:

- Modify life insurance coverage effective April 1, 2020 from \$15,000 to \$25,000; and
- Modify dental and vision benefits effective April 1, 2020 as follows:

Dental: Reduce Deductible to \$25 per person and \$50 per family (from \$50 per person and \$150 per 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)

Vision: Increase Frame Allowance to \$150 (from \$120)

Reduce UV copay to \$0 (from \$10)

Increase Eye Exam Frequency to once every 12 months (from once every 24 months for member aged 20 or over)

TA #14

ARTICLE 54 – WAGES (Changes in bold/strikethrough):

a. Paragraph 142 – Increase:

- i. (a) Wages shall be in accordance with the schedule set forth in Attachment A hereto.
- ii. (b)

April 1, 2016	No wage increase 2%
Effective April 1, 201 7 20	2%
Effective April 1, 201 8 21	2%

Wage Schedule:

Custodial Worker				
	Current	4/1/2019	4/1/2020	4/1/2021
Start	\$16.86	\$17.20	\$17.54	\$17.89
Step 1	\$17.06	\$17.40	\$17.75	\$18.10
Step 2	\$17.26	\$17.61	\$17.96	\$18.32
Step 3	\$17.46	\$17.81	\$18.17	\$18.53
Step 4	\$17.66	\$18.01	\$18.37	\$18.74
Step 5	\$17.86	\$18.22	\$18.58	\$18.95
Step 6	\$18.06	\$18.42	\$18.79	\$19.17
Step 7	\$18.26	\$18.63	\$19.00	\$19.38
Step 8	\$18.46	\$18.83	\$19.21	\$19.59
Step 9	\$18.66	\$19.03	\$19.41	\$19.80
Step 10	\$18.86	\$19.24	\$19.62	\$20.01
Window Washer				
	Current	4/1/2019	4/1/2020	4/1/2021
Start	\$16.86	\$17.20	\$17.54	\$17.89
Step 1	\$17.06	\$17.40	\$17.75	\$18.10
Step 2	\$17.26	\$17.61	\$17.96	\$18.32
Step 3	\$17.46	\$17.81	\$18.17	\$18.53
Step 4	\$17.87	\$18.23	\$18.59	\$18.96
Step 5	\$18.62	\$18.99	\$19.37	\$19.76
Step 6	\$19.38	\$19.77	\$20.16	\$20.57
Step 7	\$20.14	\$20.54	\$20.95	\$21.37
Step 8	\$20.90	\$21.32	\$21.74	\$22.18
Step 9	\$21.65	\$22.08	\$22.52	\$22.98
Step 10	\$22.39	\$22.84	\$23.29	\$23.76
Bridge Oiler				
		4/1/2019	4/1/2020	4/1/2021
Start		\$18.87	\$19.25	\$19.63
Step 1		\$19.58	\$19.97	\$20.37
Step 2		\$20.30	\$20.71	\$21.12
Step 3		\$20.81	\$21.23	\$21.65
Step 4		\$21.52	\$21.95	\$22.39
Step 5		\$22.34	\$22.79	\$23.24
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Animal Care Worker				
		4/1/2019	4/1/2020	4/1/2021
Start		\$16.11	\$16.43	\$16.76
Step 1		\$16.31	\$16.64	\$16.97
Step 2		\$16.51	\$16.84	\$17.18
Step 3		\$16.71	\$17.04	\$17.39
Step 4		\$16.91	\$17.25	\$17.59
Step 5		\$17.11	\$17.45	\$17.80
Canine Enrichment Specialist				
		4/1/2019	4/1/2020	4/1/2021
Start		\$15.61	\$15.92	\$16.24
Step 1		\$15.81	\$16.13	\$16.45
Step 2		\$16.01	\$16.33	\$16.66
Step 3		\$16.21	\$16.53	\$16.86
Step 4		\$16.41	\$16.74	\$17.07
Step 5		\$16.61	\$16.94	\$17.28

MEMORANDUM OF AGREEMENT

The following Memorandum of Agreement (“MOA”) is entered into between The City of Cleveland (the “City”) and Service Employees International Union, Local 1 (the “Union”) concerning wages for employees represented by the Union and covered by the 2016-19 Collective Bargaining Agreement (“CBA”) between the parties:

1. In addition to the wage increases detailed in Article 54, Paragraph 142(b) of the CBA, bargaining unit employees who are in paid status as of the date of Council ratification of this MOU shall receive the following additional wage increase during the term of the CBA:

- 1% increase, retroactive to April 1, 2017

			0%	2%	2%
Custodial Worker		2015	2016	<u>2017</u>	<u>2018</u>
	<i>Start</i>	\$11.83	\$11.83	\$12.07	\$12.31
	<i>Step 1</i>	\$12.23	\$12.23	\$12.48	\$12.73
	<i>Step 2</i>	\$12.62	\$12.62	\$12.88	\$13.13
	<i>Step 3</i>	\$13.01	\$13.01	\$13.27	\$13.54
	<i>Step 4</i>	\$13.40	\$13.40	\$13.67	\$13.95
	<i>Step 5</i>	\$13.79	\$13.79	\$14.07	\$14.35
	<i>Step 6</i>	\$14.18	\$14.18	\$14.47	\$14.76
	<i>Step 7</i>	\$14.58	\$14.58	\$14.87	\$15.16
	<i>Step 8</i>	\$14.98	\$14.98	\$15.28	\$15.58
	<i>Step 9</i>	\$15.36	\$15.36	\$15.66	\$15.98
	<i>Step 10</i>	\$15.74	\$15.74	\$16.05	\$16.37
Window Washer		2015	2016	<u>2017</u>	<u>2018</u>
	<i>Start</i>	\$14.40	\$14.40	\$14.69	\$14.99
	<i>Step 1</i>	\$15.14	\$15.14	\$15.44	\$15.75
	<i>Step 2</i>	\$15.87	\$15.87	\$16.19	\$16.51
	<i>Step 3</i>	\$16.61	\$16.61	\$16.94	\$17.28
	<i>Step 4</i>	\$17.34	\$17.34	\$17.69	\$18.04
	<i>Step 5</i>	\$18.08	\$18.08	\$18.44	\$18.81
	<i>Step 6</i>	\$18.81	\$18.81	\$19.19	\$19.57
	<i>Step 7</i>	\$19.55	\$19.55	\$19.94	\$20.34
	<i>Step 8</i>	\$20.28	\$20.28	\$20.69	\$21.10
	<i>Step 9</i>	\$21.02	\$21.02	\$21.44	\$21.87
	<i>Step 10</i>	\$21.73	\$21.73	\$22.17	\$22.61
Bridge Oiler		2015	2016	<u>2017</u>	<u>2018</u>
		\$19.31	\$19.31	\$19.70	\$20.09

2. The City shall also provide a one-time, Five Hundred Dollar (\$500.00) lump-sum payment, not rolled into the base wages, payable within a reasonable time following ratification to the following bargaining unit employees who are in paid status on the date Council ratifies this MOA:

- All regular, full-time, non-probationary employees;
- All non-probationary, part-time employees who are assigned to a regular schedule and who are assigned to that regular schedule, on average, twenty-four (24) or more hours per week; the review period in determining that average will be the most recent 90-day period preceding Council's ratification of this MOA;
- All probationary employees, once they successfully complete their probationary period, provided they are full-time or otherwise satisfy the above-defined part-time threshold
- All seasonal employees who have been employed during all or part of the six (6)-month period immediately preceding Council ratification and have worked twenty-four (24) hours or more per week averaged over that six-month period.
- All seasonal, part-time and probationary employees not meeting the aforementioned thresholds are excluded from the payment.

3. Effective at the start of the first full pay period in May, 2018, the following Custodial Worker step schedule shall be implemented:

Custodial Worker	2018	NEW 05-2018
Start	\$12.31	\$16.86
Step 1	\$12.73	\$17.06
Step 2	\$13.13	\$17.26
Step 3	\$13.54	\$17.46
Step 4	\$13.95	\$17.66
Step 5	\$14.35	\$17.86
Step 6	\$14.76	\$18.06
Step 7	\$15.16	\$18.26
Step 8	\$15.58	\$18.46
Step 9	\$15.98	\$18.66
Step 10	\$16.37	\$18.86

4. This MOA constitutes the full and complete agreement of the parties on the matters contained herein. All other provisions of the CBA remain unchanged and will continue in full force and effect until expiration of the CBA and consistent with O.R.C. Chapter 4117.

FOR THE CITY:

FOR THE UNION

Date: _____

Date: _____