

FINAL**TENTATIVE AGREEMENT SUMMARY**

between
THE CITY OF CLEVELAND
and
LABORERS LOCAL 860
(Supervisory/Non-Supervisory)
November 6, 2023

Supervisory Bargaining Unit**1. WAGES – ARTICLE 51**

Retroactive to April 1, 2022: 2%

Retroactive to April 1, 2023: 2%

Effective April 1, 2024: 2%

Effective at the beginning of the first pay period on or after December 1, 2023:

- 3% increase for all employees in active employment status on or after December 11, 2023, except for:
 - (1) Supervisors listed below receiving an equity adjustment in response to potential wage compression from the negotiated increases to prevailing wages for Asphalt Tampers (including Crack Sealing work), Concrete/Curb Cutters;
 - (2) Airport Supervisors receiving base wage adjustments for phasing out plus adjustments, prevailing wage, and other special rates work and for accepting the City's proposed operational improvements language; and
 - (3) Bargaining unit employees in the Arborist 2 job classification.
- Effective at the beginning of the first pay period on or after December 1, 2023, the City shall implement equity adjustments to supervisors' base wages (subject to audit and final review/approval by the City's Department of Finance) for the following Supervisors in active employment status on or after December 11, 2023:
 - Cold Patch and Crack Sealing Supervisor (n/k/a Asphalt Construction Unit Leader): \$35.12/hour
 - District Paving Repair Foreman (n/k/a District Paving Repair Unit Leader, to be changed to District Asphalt Construction Unit Leader): \$46.51/hour
- In exchange for the phasing out of plus adjustments, prevailing wage, and other special rates work, Airport Supervisors in active employment status on or after December 11, 2023, shall receive the following wage adjustments and increases:
 - \$2.25/hour base wage increase to offset the phase-out of the special rates compensation;
 - 3% increase to the wage rate in effect on April 1, 2023, and after the application of the \$2.25/hour base wage increase

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Airport Field Foremen who have made an average hourly wage adjustment during calendar 2023 that is higher than \$2.25/hour shall be red-circled and shall receive additional, specific, one-time hourly wage adjustments for the difference from their 2023 average hourly adjustment and the \$2.25 pursuant to a side letter agreement between the parties that is incorporated by reference into this tentative agreement and will be considered ratified upon ratification of this Agreement.

Any grievances pending between the City and the Union regarding whether bargaining unit employees performing crack sealing work should be paid at the Asphalt Tamper craft rate shall be settled pursuant to separate agreements between the parties that are incorporated by reference into this tentative agreement and will be considered to be resolved as part of the ratification of the Agreement.

- Retroactive to June 7, 2023, the City shall implement a nine-percent (9%) equity adjustment for all employees in the Arborist 2 classification in active employment status on or after the date of full execution of this Agreement who are properly trained as Qualified Line Clearance Specialists and equipped to perform tree removal and trimming work around power lines.

In exchange for receiving this equity adjustment, the City and the Union understand that:

- (1) Arborists will perform duties consistent with their status as Qualified Line Clearance Specialists;
- (2) Local 860 Arborists shall not be permitted or required to perform work historically or traditionally performed by members of the IBEW Local 39;
- (3) the City shall not require any Arborists to intrude upon the generally accepted Minimum Approach Distance (MAD) to energized conductors;
- (4) Arborists who are off-duty will be required to answer all telephone calls from the Department of Public Works or respond within twenty (20) minutes after receiving the call;
- (5) If an insufficient number of Arborists respond to telephone calls to report to work for mandatory overtime to provide coverage to respond to an emergency, then it will not be a violation of the Agreement if the City uses employees from other bargaining units or subcontracts out the work to provide sufficient coverage; and
- (6) Arborists who can provide written verification that they do not possess a personal cell phone will be provided with a City-issued telephone to respond to such calls from the Department of Public Works. Arborists who possess a City-issued telephone who fail to respond in a timely manner to calls from the Department of Public Works will be subject to appropriate discipline.

2. INSURANCE – ARTICLES 36-39, ADDENDA III-IV

No changes in benefit levels, employee premium percentages and out-of-pocket costs

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¶119: Revise as follows:

The discount shall take effect the month following the employee's satisfaction of these screening requirements. The City shall establish the initial deadline on which employees must satisfy the wellness survey/screening requirements. The City shall provide no less than thirty (30) days' advance notice of said deadline. Until such deadline is set, the "wellness" premium contribution rates shall apply. If the City, at its discretion, offers screenings to any City employees at a specific work location, the City shall offer screenings to bargaining unit members at that work location. Bargaining unit members shall be able to attend screenings on City time without loss of pay.

3. **NO-STRIKE – ARTICLE 5**

Change title to "No Strike/No Lockout"

4. **NON-DISCRIMINATION – ARTICLE 6**

¶12: 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, including but not limit to, 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.

5. **UNION REPRESENTATION – ARTICLE 8**

¶24. Revise as follows:

The City shall assign the Union's Public Sector Treasurer to perform on a part-time basis (two days each week: Tuesday and Thursday), duties related to the administration of the parties' Labor Contract and handling matters of mutual concern of Employer and Union. This individual shall be included in the Union's bargaining committee for which the Employer shall grant time away from duty while participating in collective bargaining. This position shall be eliminated when the employee holding this position when the parties fully executed the 2022-25 Agreement vacates the position, or concludes his employment with the City via resignation, retirement or death.

6. **UNION VISITATION – ARTICLE 9**

¶27: Delete

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7. BULLETIN BOARD – ARTICLE 10

¶28: Revise Subparagraphs (B) as follows

- B. All notices or other materials posted on the bulletin board must be signed by the Business Representative, Business Agent or Chief Steward of the Union ;

8. PROBATIONARY PERIOD – ARTICLE 11

- ¶¶29-30: Revise as follows:

29. The probationary periods for new employees shall be as follows: promoted employees, 120 days; part-time and seasonal employees, 210 days; full-time employees hired in a different classification or division of the City from a seasonal or part-time status, 150 days. The probationary period can be extended an additional thirty (30) calendar days by mutual agreement between the City and the Union. During the probationary period the City shall have the sole right to discipline or terminate the employee provided such action shall not be subject to review under the grievance procedure. No probationary period shall be extended without mutual written agreement of the parties. Probationary employees may not file grievances protesting discharge/termination during the employee's probationary period. The probationary period shall be extended for any paid or unpaid time period that the employee is absent from work.

30. The City will provide timely 30, 60, 90, 120, 150, 180, and 210-day evaluations and have employee sign for receipt or indicate refusal to sign. If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provisions of the preceding paragraph.

9. SENIORITY – ARTICLE 12

a) ¶31: Revise as follows:

Job classification seniority is defined as an employee's length of service while holding the same classification, whether legal or T.A., for job bidding, shift preference, and vacation. City employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire. The type of seniority applied is governed by the provisions of this Contract. An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. With respect to promotions, an employee shall continue to accrue seniority within their lower classification throughout their promotional probationary period. Once an employee successfully completes the promotional probationary period, seniority in that classification shall be retroactive to the date of the promotion.

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b) ¶33: Revise as follows:

The City will provide the Union with a seniority list of all employees within the bargaining unit monthly. The seniority list shall contain the name, address, telephone number, social security number job classification, department, work location, organizational number, employee identification number, rate of pay, address, date of hire and date of classification entry of all employees in the bargaining unit. The City shall furnish a list to the Union showing name, address, telephone number, social security number, address, date of hire, job classification, seniority date, and division of new bargaining unit employees on a monthly basis.

c) ¶34: Revise as follows:

It is the obligation of each employee to keep the City advised of his current address and telephone number, and for purposes of this Contract, the City may rely on the last address and telephone number supplied by an employee.

d) ¶39 (new): Add the following new provision:

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

10. FUNERAL LEAVE – ARTICLE 15

¶45: Revise as follows:

An employee will be granted a leave of absence with pay to be charged against his accumulated sick leave with pay, in the event of the death of his spouse, mother, father, grandparents, grandchildren or person who has been in loco parentis to the employee, mother-in-law, father-in-law, child, brother, or sister, as follows:

- A. If the funeral is within Ohio - five (5) working days.
- B. If the funeral is outside the State of Ohio -seven (7) working days.
- C. To be eligible for funeral leave, an employee must provide the City with a funeral form and must attend the funeral, and the failure to do so, or a misrepresentation of facts related to a funeral leave, shall be proper cause for disciplinary action (including forfeiture of pay for the leave). Falsification of funeral leave can lead to discipline up to and including discharge.
- D. Funeral leave may be extended with the use of vacation time, personal time or compensatory time, with management approval.

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11. MILITARY LEAVE – ARTICLE 17

¶¶49-54: 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.

12. SICK LEAVE WITH PAY – ARTICLE 22

a) ¶60: Revise introductory paragraph and Subparagraphs (A) and (B) as follows:

All regular full-time employees shall be credited with paid sick leave at the rate of ten (10) hours per month or fifteen (15) work days per year. All seasonal employees who have worked fifty (50) weeks during the fifty-two (52) weeks immediately preceding ratification of the 2022-25 Agreement shall be credited with paid sick leave at the rate of five (5) hours per month for use during calendar 2023 and beyond. Thereafter, seasonal employees will be credited with sick days during the first full pay period following January 1 of each year if the seasonal employee worked fifty (50) of the fifty-two (52) weeks during the preceding calendar year. Employees shall be permitted to take sick time only in increments of one (1) hour. Unused paid sick leave and sick leave shall continue to accumulate without limitations.

A. Paid sick leave shall be granted for pregnancy leave, actual sickness or injury, confinement by reason of a contagious sickness, quarantine for bed bugs or visit to a doctor or dentist for medical care of the employee or his immediate family, and pregnancy (including postpartum periods).

B. Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed his initial probationary period with the City.

C. During their probationary period probationary employees will be permitted to take unpaid sick leave for a bona fide illness or injury. Probationary employees who wish to take unpaid sick leave will need to submit a return-to-work form that is completed by the employee's medical provider upon return from sick leave. Any use of sick leave will extend the probationary period by the amount of the leave.

b) (60): Add new Subparagraph (I) as follows:

Injury Pay Program: An Injury Pay Program is hereby established for this bargaining unit, as detailed in City Policy B-6. Bargaining unit members are allowed to participate in the City's Injury Pay Program, consistent and in accordance, with City policy.

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- c) ¶61: Revise introductory paragraph and Subparagraph (A) as follows:

Employees who are not on an absence abuse list shall be entitled to voluntarily contribute earned but unused, accumulated paid sick leave for the use of another employee in a bargaining unit represented by the Union who has a serious medical condition, who must have exhausted his own sick leave, vacation and personal leave. and who also must not be on the absence abuse list at the time of the agreement. The following conditions shall apply:

1. An employee may contribute up to a maximum of forty (40) hours of his accumulated paid sick leave but must retain at least one hundred (100) hours of accumulated leave after any contribution. The employee so contributing his paid sick leave shall have such contributed time deducted from his accumulated sick leave balance.

13. SICK LEAVE WITH PAY—ARTICLE 22

- Modify ¶60C, first sentence, as follows:

C. No paid sick leave shall be granted unless the division authority designated by the City is notified of the sickness no later than one (1) hour prior to the employee's scheduled starting time , on the first day of the absence on account of sickness...

14. TEMPORARY TRANSFERS – ARTICLE 23, ¶63

- ¶Add following to temporary transfers which can exceed thirty (30) working days:

... (5) to address seasonal/multiple assignments within a classification needs. For seasonal/multiple assignments within a classification temporary transfers, employees shall receive the full rate of pay for such other classification if the rate of pay is higher, if he works in the other classification one (1) complete day or more.

- Add the following new paragraph:

Posting Temporary Vacancy

(1) Whenever a position is open for at least thirty (30) days for any of the reasons listed in Paragraph 63 above, the City shall post a bid notice. In addition to the requirements provided in Article 25, Paragraph 72, the bid notice shall also contain a statement that the position is temporary and will end upon the return of the employee whose absence created the opening, the filling of the position on a permanent basis or the end of the emergency situation. Except as otherwise provided in this Paragraph, the City shall post the bid notice and fill the position on a temporary basis in accordance with Article 25. An employee who is

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awarded the temporary bid shall receive the same wages for the position in accordance with this Agreement.

(2) If the City receives notification that the employee whose absence created the open position will return to the position or the City otherwise determines that the position will become permanent, the City will post a bid notice for the permanent position in accordance with Article 25. This bid notice is separate from the bid notice described in Subparagraph (1).

15. PROMOTIONS AND TRANSFER – ARTICLE 25

a) ¶72: Revise as follows:

A promotion is defined as an advancement to a classification whose top of pay band is higher than his former title accompanied by increased duties and/or responsibilities. Whenever the City determines there is a vacancy in a classification within the bargaining unit (Exception: Airport Field Unit Leader), and there has been no reassignment (i.e., transfer by seniority), the City shall post a bid notice within the division where the vacancy exists and the department where the vacancy exists, with a copy to the Union at time of posting. The bid notice shall contain: the classification, job description, minimum qualifications as determined by the City, any special requirements reasonably related to the bid position being considered shift, salary or pay band, contractual wage schedule and number of open vacancies. The bid notice shall be posted for ten (10) consecutive working days. Employees who meet the minimum qualifications may fill out job bidding forms, with a copy provided to the employee. The City shall award the vacancy to the most qualified applicant within the bargaining unit. Only when the qualifications of two (2) or more applicants are equal will the position be awarded on the basis of seniority. All determinations regarding qualifications remain within the sole discretion of the City. Ten (10) working days after the City determines either that: (1) there are no qualified bidders, or (2) the vacancy has been filled by a bidder, a notice shall be posted stating either the lack of qualified bidders or who, if anyone, has been awarded the position and a copy of this notice sent to the Union at the time of posting. The Appointing Authority shall send a notice of the names of all employees who bid and the name of the employee(s) awarded the job after the job is awarded. Bargaining unit employees shall be given preferential consideration when applying for a job bid in the following order:

b) ¶74: Revise as follows:

The Employer shall consider the following factors to determine the qualifications of applicants:

* * * *

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J. Any special requirements reasonably related to the bid position that were specified in the Bid Notice.

c) Add the following new provision:

Newly promoted employees shall serve a quasi-probationary period for the first 120 days spent in the new classification. During this period, employees may return to a vacant position in the employee's former job classification and at the employee's previous rate of pay voluntarily during the 120-calendar day period. Employees returning to their former job classification under this paragraph shall resume their job classification seniority, not including the time spent in the other job. Employees working under this quasi-probationary period, may only be disciplined with just cause. However, the City will have the right to return employees to their former classification as provided in paragraph 169.

16. OVERTIME – ARTICLE 28

¶85: Revise as follows:

The City shall be the sole judge of the necessity for overtime. When overtime is required, the City shall offer scheduled overtime first to full-time employees within the same classification within the same division and within the same operational work location, and holdover overtime first to full-time employees within the same classification within the same division and within the same operational work location and unit in accordance with their seniority. All non-emergency overtime shall be voluntary.

17. OVERTIME – ARTICLE 28

a) Add the following new provision:

The computation of the OT rate under this Agreement shall be based upon one and one-half times the hourly rate in effect when the overtime work is performed.

b) ¶94: Revise as follows:

The "Task system" benefit will be suspended for any day in which the number of employees absent due to paid or unpaid sick leave or unexcused absences (excluding FMLA and workers' compensation leaves) meets or exceeds five and one-half percent (5.5%) of the total bargaining unit members assigned to the Division of Waste Collection (excluding Transfer Station Attendants, and Radio Operators who will not be included in any part of the calculation). Bargaining unit employees and classifications included in the absence percentage calculation shall be entitled to leave early, with pay for the full eight (8) hour day, or time and one half their hourly rate of pay for any time worked after the station's task is completed.

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18. EQUALIZATION OF OVERTIME – ARTICLE 29

¶97: Revise as follows:

Contiguous overtime work will be assigned to those employees who performed the work involved during the applicable workday or shift. Emergency overtime cannot be refused. An emergency is defined as an impairment to City services or operations which cannot be delayed until the beginning of the next regular workday, and declared by a Director or his designee, which will be subsequently confirmed in writing. However, an employee may be excused from contiguous overtime or emergency overtime, provided a replacement can be obtained in time to meet the City's emergency.

19. HOLIDAYS – ARTICLE 33

¶108: Revise as follows:

All regular full-time employees on active payroll shall be entitled to twelve (12) paid holidays (inclusive of the two (2) floating holidays) as follows:

New Year's Day	Good Friday
Dr. Martin Luther King, Jr. (Third Monday in January)	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Independence Day

20. VACATIONS – ARTICLE 34

¶113: Revise as follows:

Newly-hired employees shall not be permitted to use vacation time during their initial probationary period and employees terminated during their initial probationary period shall not be eligible to convert their accrued vacation into a payment via check or voucher.

21. CALL-IN PAY – ARTICLE 35

¶118: Revise as follows:

An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four (4) hours of work at his applicable rate of pay. If an employee is called in and works more than four (4) hours, he shall receive pay for all hours actually worked. If the call-in hours flow into his normal work time, he shall be paid premium pay only for all hours actually worked in excess of eight (8) in one (1) day.

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22. DISCIPLINE – ARTICLE 42

a) ¶133a: 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.

b) ¶134: Modify as follows:

At least seven (7) calendar 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 incident.

23. GRIEVANCE PROCEDURE – ARTICLE 43

- ¶142: revise to permit filing grievances at Step 2 for wage rates/Step placement
- ¶158: revise and create new Paragraph 158a as follows:

158. All decisions of arbitrators consistent with the above language and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding upon the City, the Union and the employees. Provided, that a grievance may be withdrawn by the Union at any time during the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance.

158a For purpose of this section, timeliness is counted as working days from the date of the incident or the date expressed on the face of either the answer or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by both parties. The date of occurrence of the event causing time to run is not counted in the time limit. If the last date of a period is not a regular business day, the time period runs through the end of the next regular scheduled business day. The untimely filing of a grievance or appeal from a grievance voids the grievance. If the City is untimely in its response to a grievance or an appeal from a grievance, then the Union may advance the grievance to the next step.

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24. PERSONNEL RECORDS – ARTICLE 46, ¶161

Increase shelf life from two (2) to three (3) years for discipline assessed after execution of the 2022-25 Agreement.

25. UNIFORMS – ARTICLE 47

¶162: Revise as follows:

The City agrees to provide employees either with uniforms or an annual uniform allowance in the amount of \$300.00, at the City's option. Further, the City agrees, at its option, either to provide maintenance services or to provide an annual uniform maintenance allowance in the amount of \$150.00. The City agrees to provide all regular full-time employees with a work boot allowance of \$200.00 to be paid in equal \$100.00 installments on or before March 1 and October 1 semi-annually. Employees must wear boots of a design and quality designated by the City or be subject to disciplinary action. Effective in 2024, the City agrees to provide an additional allowance for the purchase of puncture-proof gloves for bargaining unit employees in the Division of Waste Collection in the amount of \$200.00 on or before March 1 annually.

26. SPECIAL RATES – ARTICLE 52

a) ¶176: Delete

b) ¶177: Delete the following provision:

The parties shall form a committee comprised of the Union's Business Manager and two other Union representatives selected by the Union, and three (3) representatives selected by the City to develop a "cost neutral" wage schedule for job classifications impacted by plus adjustments, special rates and dual classification(s). The parties shall meet no later than April 30, 2015.

The parties further agree that all pending plus adjustment or special rates grievances shall also be resolved, pursuant to the then existing contractual language, or, if mutually agreed, under the newly negotiated rate. If the parties are unable to reach an agreement on the rates of the pending grievances, the parties shall submit any remaining disputes to a mutually agreeable arbitrator for a final resolution. The City reserves the right to assert arbitrability and timeliness arguments.

27. LETTER OF UNDERSTANDING AWOL (new)

Add the following new Letter of Understanding:

Employees will not be assessed an AWOL charge for a late call--off so long as they call off prior to the start of their shift. This letter does not affect the loss of sick-time for failing to timely call off per Paragraph 60.

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28. DESIGNATION OF STEWARDS (new)

The Union shall designate one of its employees as union steward at each location as needed and within the discretion of the Union. The City accepts that whether or not there exists a need to designate a Union Steward at a work location is within the Union's discretion.

29. PARK MAINTENANCE AND PROPERTIES (new)

Add provision that no bargaining unit employee in the Division of Park Maintenance and Properties shall be required to operate tractors that are not enclosed when the official outside temperature (as measured at Cleveland Hopkins Airport) falls below 35°F.

30. LETTER OF UNDERSTANDING SHIFT BID (new)

Add the following new letter of understanding:

Operations Section shift bids at Cleveland Hopkins International Airport will occur at least twice a year by April 15th and October 15th. Shift bids shall be on the equitable basis of operational job classification requirements as determined by management. Actual schedules based on operational needs will be established by management. There will be additional shift bids due to personnel changes as needed.

31. DURATION – ARTICLE 54

Three (3) years – Date of execution through March 31, 2025

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Non-Supervisory Bargaining Unit

1. WAGES – ARTICLE 51

Retroactive to April 1, 2022: 2%

Retroactive to April 1, 2023: 2%

Effective April 1, 2024: 2%

Effective at the beginning of the first pay period on or after December 1, 2023:

- 3% increase for all employees in active employment status on or after December 11, 2023, except for:
 - (1) full-time and proposed seasonal Asphalt Tampers receiving the prevailing wage increase;
 - (2) Bargaining unit employees in the Arborist 1 job classification; and
 - (3) Bargaining unit employees in the Paver Civil Service job classification.
- Retroactive to June 7, 2023, the City shall implement a nine-percent (9%) equity adjustment for all employees in the Arborist 1 classification in active employment status on or after the date of full execution of this Agreement who are properly trained as Qualified Line Clearance Specialists and equipped to perform tree removal and trimming work around power lines.

In exchange for receiving this equity adjustment, the City and the Union understand that:

- (1) Arborists will perform duties consistent with their status as Qualified Line Clearance Specialists;
- (2) Local 860 Arborists shall not be permitted or required to perform work historically or traditionally performed by members of the IBEW Local 39;
- (3) the City shall not require any Arborists to intrude upon the generally accepted Minimum Approach Distance (MAD) to energized conductors;
- (4) Arborists who are off-duty will be required to answer all telephone calls from the Department of Public Works or respond within twenty (20) minutes after receiving the call;
- (5) If an insufficient number of Arborists respond to telephone calls to report to work for mandatory overtime to provide coverage to respond to an emergency, then it will not be a violation of the Agreement if the City uses employees from other bargaining units or subcontracts out the work to provide sufficient coverage; and
- (6) Arborists who can provide written verification that they do not possess a personal cell phone will be provided with a City-issued telephone to respond to such calls from the Department of Public Works. Arborists who possess a City-issued

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telephone who fail to respond in a timely manner to calls from the Department of Public Works will be subject to appropriate discipline.

- Bargaining unit employees in the Paver Civil Service job classification in the Department of Public Works shall receive an eight-percent (8%) equity adjustment, effective upon full execution of this Agreement.
- Effective April 1, 2024, the City shall transfer all bargaining unit employees in the Waste Collector Civil Service classification who are in active employment status as of April 1, 2024, into the Municipal Service Laborer Civil Service job classification along with a commensurate prospective adjustment in wage compensation. The City and the Union shall execute a side-letter agreement to address the details of this transition.

2. INSURANCE – ARTICLES 35-38, ADDENDA III-IV

No changes in benefit levels, employee premium percentages and out-of-pocket costs

¶126: Revise as follows:

The discount shall take effect the month following the employee’s satisfaction of these screening requirements. The City shall establish the initial deadline on which employees must satisfy the wellness survey/screening requirements. The City shall provide no less than thirty (30) days’ advance notice of said deadline. Until such deadline is set, the “wellness” premium contribution rates shall apply. If the City, at its discretion, offers screenings to any City employees at a specific work location, the City shall offer screenings to bargaining unit members at that work location. Bargaining unit members shall be able to attend screenings on City time without loss of pay.

3. RECOGNITION – ARTICLE 2

¶4: Delete “Asphalt Raker” and “Curb Cutter” (Delete also in Crafts Addendum)

4. MANAGEMENT RIGHTS – ARTICLE 3

¶6(K): Revise as follows:

The City shall staff the recycling tipper trucks and waste tipper trucks with no less than one (1) bargaining unit employee.

5. NO-STRIKE – ARTICLE 5

Change title to “No Strike/No Lockout”

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6. NON-DISCRIMINATION – ARTICLE 6

¶14: 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, including but not limit to, 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.

7. UNION REPRESENTATION – ARTICLE 8

¶25. Revise as follows:

The City shall assign the Union's Public Sector Treasurer to perform on a part-time basis (two days each week: Tuesday and Thursday), duties related to the administration of the parties' Labor Contract and handling matters of mutual concern of Employer and Union. This individual shall be included in the Union's bargaining committee for which the Employer shall grant time away from duty while participating in collective bargaining. This position shall be eliminated when the employee holding this position when the parties fully executed the 2022-25 Agreement vacates the position, or concludes his employment with the City via resignation, retirement or death.

8. UNION VISITATION – ARTICLE 9

¶29: Delete

9. BULLETIN BOARD – ARTICLE 10

¶30: Revise Subparagraphs (B) as follows

B. All notices or other materials posted on the bulletin board must be signed by the Business Representative, Business Agent or Chief Steward of the Union ;

10. PROBATIONARY PERIOD – ARTICLE 11

• ¶¶31-32: Revise as follows:

31. Effective January 1, 2024, the probationary periods for new employees shall be as follows: promoted employees, 120 days; part-time and seasonal employee, 210 days; full-time employees hired in a different classification or division of the City from a seasonal or part-time status, 150 days. The probationary period can be extended an additional thirty (30) calendar days by mutual agreement between the City and the Union. During the probationary period, the City shall have the sole right to discipline or terminate the employee

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provided such action shall not be subject to review under the grievance procedure. No probationary period shall be extended without mutual written agreement of the parties. The probationary period shall be extended for any paid or unpaid time period that the employee is absent from work.

32. The City will provide timely 30, 60, 90 and 120, 150, 180 and 210-day evaluations and have employees sign for receipt or indicate refusal to sign. If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provisions of the preceding paragraph. Probationary employees may not file grievances protesting discharge/termination during the employee's probationary period.

11. SENIORITY—ARTICLE 12

a) ¶34: Modify such that seniority is broken for being AWOL (no-call/no-show) for three (3) consecutive days (currently five (5) consecutive days).

b) ¶33: Revise as follows:

Job classification seniority is defined as an employee's length of service while holding the same classification, whether legal or T.A., for job bidding, shift preference, and vacation. City employment seniority shall be defined as an employee's continuous length of service, effective from his date of hire. The type of seniority applied is governed by the provisions of this Contract. An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. With respect to promotions, an employee shall continue to accrue seniority within their lower classification throughout their promotional probationary period. Once an employee successfully completes the promotional probationary period, seniority in that classification shall be retroactive to the date of the promotion.

c) ¶35: Revise as follows:

The City will provide the Union with a seniority list of all employees within the bargaining unit monthly. The seniority list shall contain the name, address, telephone number, social security number job classification, department, work location, organizational number, employee identification number, rate of pay, address, date of hire and date of classification entry of all employees in the bargaining unit. The City shall furnish a list to the Union showing name, address, telephone number, social security number, address, date of hire, job classification, seniority date, and division of new bargaining unit employees on a monthly basis.

d) ¶34: Revise as follows:

It is the obligation of each employee to keep the City advised of his current address and telephone number, and for purposes of this Contract, the City may rely on the last address and telephone number supplied by an employee.

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e) Add the following new provision:

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

12. FUNERAL LEAVE – ARTICLE 15

¶48: Revise as follows:

An employee will be granted a leave of absence with pay to be charged against his accumulated sick leave with pay, in the event of the death of his spouse, mother, father, grandparents, grandchildren or person who has been in loco parentis to the employee, mother-in-law, father-in-law, child, brother, or sister, as follows:

- A. If the funeral is within Ohio - five (5) working days.
- B. If the funeral is outside the State of Ohio -seven (7) working days.
- C. To be eligible for funeral leave, an employee must provide the City with a funeral form and must attend the funeral, and the failure to do so, or a misrepresentation of facts related to a funeral leave, shall be proper cause for disciplinary action (including forfeiture of pay for the leave). Falsification of funeral leave can lead to discipline up to and including discharge.
- D. Funeral leave may be extended with the use of vacation time, personal time or compensatory time, with management approval.

13. MILITARY LEAVE – ARTICLE 17

¶¶53-58: 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.

14. SICK LEAVE WITH PAY – ARTICLE 22

a) ¶64: Revise introductory paragraph and Subparagraphs (A) and (B), add new Subparagraph (C), and renumber subsequent paragraphs accordingly as follows:

All regular full-time employees shall be credited with paid sick leave at the rate of ten (10) hours per month or fifteen (15) work days per year. All seasonal employees who have worked fifty (50) weeks during the fifty-two (52) weeks immediately preceding ratification of the 2022-25 Agreement shall be credited with paid sick leave at the rate of

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five (5) hours per month for use during calendar 2023 and beyond. Thereafter, seasonal employees will be credited with sick days during the first full pay period following January 1 of each year if the seasonal employee worked fifty (50) of the fifty-two (52) weeks during the preceding calendar year. Employees shall be permitted to take sick time only in increments of one (1) hour. Unused paid sick leave and sick leave shall continue to accumulate without limitations.

- A. Paid sick leave shall be granted for pregnancy leave, actual sickness or injury, confinement by reason of a contagious sickness, quarantine for bed bugs or visit to a doctor or dentist for medical care of the employee or his immediate family, and pregnancy (including postpartum periods).
- B. Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed his initial probationary period with the City.
- C. During their probationary period probationary employees will be permitted to take unpaid sick leave for a bona fide illness or injury. Probationary employees who wish to take unpaid sick leave will need to submit a return-to-work form that is completed by the employee's medical provider upon return from sick leave. Any use of sick leave will extend the probationary period by the amount of the leave.

b) ¶64: Add new Subparagraph (I) as follows:

Injury Pay Program: An Injury Pay Program is hereby established for this bargaining unit, as detailed in City Policy B-6. Bargaining unit members are allowed to participate in the City's Injury Pay Program consistent and in accordance with City policy.

c) ¶65: Revise introductory paragraph and Subparagraph (A) as follows:

Employees who are not on an absence abuse list shall be entitled to voluntarily contribute earned but unused, accumulated paid sick leave for the use of another employee in a bargaining unit represented by the Union who has a serious medical condition, who must have exhausted his own sick leave, vacation and personal leave, and who also must not be on the absence abuse list at the time of the agreement. The following conditions shall apply:

1. An employee may contribute up to a maximum of forty (40) hours of his accumulated paid sick leave but must retain at least one hundred (100) hours of accumulated leave after any contribution. The employee so contributing his paid sick leave shall have such contributed time deducted from his accumulated sick leave balance.

15. SICK LEAVE WITH PAY—ARTICLE 22

Modify ¶64C, first sentence, as follows:

No paid sick leave shall be granted unless the division authority designated by the City is notified of the sickness no later than one (1) hour prior to the

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employee's scheduled starting time , on the first day of the absence on account of sickness...

16. TEMPORARY TRANSFERS – ARTICLE 23, ¶68

a) ¶ Add following to temporary transfers which can exceed thirty (30) working days:

... (5) to address seasonal/multiple assignments within a classification needs. For seasonal/multiple assignments within a classification temporary transfers, employees shall receive the full rate of pay for such other classification if the rate of pay is higher, if he works in the other classification one (1) complete day or more.

b) Add the following new paragraph:

Posting Temporary Vacancy

(1) Whenever a position is open for at least thirty (30) days for any of the reasons listed in Paragraph (68) above, the City shall post a bid notice. In addition to the requirements provided in Article (25), Paragraph (77), the bid notice shall also contain a statement that the position is temporary and will end upon the return of the employee whose absence created the opening, the filling of the position on a permanent basis or the end of the emergency situation. Except as otherwise provided in this Paragraph, the City shall post the bid notice and fill the position on a temporary basis in accordance with Article (25). An employee who is awarded the temporary bid shall receive the same wages for the position in accordance with this Agreement.

(2) If the City receives notification that the employee whose absence created the open position will return to the position or the City otherwise determines that the position will become permanent, the City will post a bid notice for the permanent position in accordance with Article (25). This bid notice is separate from the bid notice described in Subparagraph (1).

17. PROMOTIONS AND TRANSFER – ARTICLE 25

a) ¶77: Revise as follows:

A promotion is defined as an advancement to a classification whose top of pay band is higher than his former title accompanied by increased duties and/or responsibilities. Whenever the City determines there is a vacancy in a classification within the bargaining unit (Exception: Airport Field Unit Leader), and there has been no reassignment (i.e., transfer by seniority), the City shall post a bid notice within the division where the vacancy exists and the department where the vacancy exists, with a copy to the Union at time of posting. The bid notice shall contain: the classification, job description, minimum qualifications as determined by the City, any special requirements reasonably related to the bid position being considered shift, salary or pay

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band, contractual wage schedule and number of open vacancies. The bid notice shall be posted for ten (10) consecutive working days. Employees who meet the minimum qualifications may fill out job bidding forms, with a copy provided to the employee. The City shall award the vacancy to the most qualified applicant within the bargaining unit. Only when the qualifications of two (2) or more applicants are equal will the position be awarded on the basis of seniority. All determinations regarding qualifications remain within the sole discretion of the City. Ten (10) working days after the City determines either that 1) there are no qualified bidders, or 2) the vacancy has been filled by a bidder, a notice shall be posted stating either the lack of qualified bidders or who, if anyone, has been awarded the position and a copy of this notice sent to the Union at the time of posting. The Appointing Authority shall send a notice of the names of all employees who bid and the name of the employee(s) awarded the job after the job is awarded. Bargaining unit employees shall be given preferential consideration when applying for a job bid in the following order:

b) ¶80: Revise as follows:

The Employer shall consider the following factors to determine the qualifications of applicants:

* * * *

J. Any special requirements reasonably related to the bid position that were specified in the Bid Notice.

c) Add the following new provision:

Newly promoted employees shall serve a quasi-probationary period for the first 120 days spent in the new classification. During this period, employees may return to a vacant position in the employee's former job classification and at the employee's previous rate of pay voluntarily during the 120-calendar day period. Employees returning to their former job classification under this paragraph shall resume their job classification seniority, not including the time spent in the other job. Employees working under this quasi-probationary period, may only be disciplined with just cause. However, the City will have the right to return employees to their former classification as provided in paragraph 178.

18. OVERTIME – ARTICLE 27

a) ¶88: Revise as follows:

The City shall be the sole judge of the necessity for overtime. When overtime is required, the City shall offer scheduled overtime first to full-time employees within the same classification within the same division and within the same operational work location, and holdover overtime first to full-time employees within the same classification within the same division and within the same

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operational work location and unit in accordance with their seniority. All non-emergency overtime shall be voluntary.

b) Add the following new provision:

The computation of the OT rate under this Agreement shall be based upon one and one-half times the hourly rate in effect when the overtime work is performed.

c) ¶96: Revise as follows:

The “Task system” benefit will be suspended for any day in which the number of employees absent due to paid or unpaid sick leave or unexcused absences (excluding FMLA and workers’ compensation leaves) meets or exceeds five and one-half percent (5.5%) of the total bargaining unit members assigned to the Division of Waste Collection (excluding Transfer Station Attendants, and Radio Operators who will not be included in any part of the calculation). Bargaining unit employees and classifications included in the absence percentage calculation shall be entitled to leave early, with pay for the full eight (8) hour day, or time and one half their hourly rate of pay for any time worked after the station’s task is completed.

19. EQUALIZATION OF OVERTIME – ARTICLE 30

¶100: Revise as follows:

100. Contiguous overtime work will be assigned to those employees who performed the work involved during the applicable workday or shift. Emergency overtime cannot be refused. An emergency is defined as an impairment to City services or operations which cannot be delayed until the beginning of the next regular workday, and declared by a Director or his designee, which will be subsequently confirmed in writing. However, an employee may be excused from contiguous overtime or emergency overtime, provided a replacement can be obtained in time to meet the City's emergency.

20. HOLIDAYS – ARTICLE 32

¶111: Revise as follows:

All regular full-time employees on active payroll shall be entitled to twelve (12) paid holidays (inclusive of the two (2) floating holidays) as follows:

New Year’s Day	Good Friday
Dr. Martin Luther King, Jr. (Third Monday in January)	Labor Day
President’s Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Independence Day

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21. VACATIONS – ARTICLE 33

¶121: Revise as follows:

Newly-hired employees shall not be permitted to use vacation time during their initial probationary period and employees terminated during their initial probationary period shall not be eligible to convert their accrued vacation into a payment via check or voucher.

22. CALL-IN PAY – ARTICLE 34

¶125: Revise as follows:

An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four (4) hours of work at his applicable rate of pay. If an employee is called in and works more than four (4) hours, he shall receive pay for all hours actually worked. If the call-in hours flow into his normal work time, he shall be paid premium pay only for all hours actually worked in excess of eight (8) in one (1) day.

23. DISCIPLINE – ARTICLE 41

a) ¶136a: 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.

b) ¶¶137-39: Modify as follows:

137. At least seven (7) calendar 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 incident.

24. GRIEVANCE PROCEDURE – ARTICLE 42

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

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- ¶161: revise and create new Paragraph 161a as follows:

161. All decisions of arbitrators consistent with the above language and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding upon the City, the Union and the employees. Provided, that a grievance may be withdrawn by the Union at any time during the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance.

161a For purpose of this section, timeliness is counted as working days from the date of the incident or the date expressed on the face of either the answer or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by both parties. The date of occurrence of the event causing time to run is not counted in the time limit. If the last date of a period is not a regular business day, the time period runs through the end of the next regular scheduled business day. The untimely filing of a grievance or appeal from a grievance voids the grievance. If the City is untimely in its response to a grievance or an appeal from a grievance, then the Union may advance the grievance to the next step.

25. PERSONNEL RECORDS – ARTICLE 45, ¶164

Increase shelf life from two (2) to three (3) years for discipline assessed after execution of the 2022-25 Agreement.

26. UNIFORMS – ARTICLE 46

- ¶165: Revise as follows:

The City agrees to provide employees either with uniforms or an annual uniform allowance in the amount of \$300.00, at the City's option. Further, the City agrees, at its option, either to provide maintenance services or to provide an annual uniform maintenance allowance in the amount of \$150.00. The City agrees to provide all regular full-time employees with a work boot allowance of \$200.00 to be paid in equal \$100.00 installments on or before March 1 and October 1 semi-annually. Employees must wear boots of a design and quality designated by the City or be subject to disciplinary action. Effective in 2024, the City agrees to provide an additional allowance for the purchase of puncture-proof gloves for bargaining unit employees in the Division of Waste Collection in the amount of \$200.00 on or before March 1 annually.

27. SPECIAL RATES – ARTICLE 48

- a) ¶169: Delete
- b) ¶172: Delete

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c) ¶173: Revise as follows:

Laborers who presently comprise paving crews or become part of same crews shall receive a flat hourly rate of \$25.34, plus any negotiated wage increases. Time-off, including, but not limited to, vacation, holiday pay and sick pay, shall be based upon the flat hourly rate.

Add the following wage schedule for paver work performed by MSLs:

Retroactive to April 1, 2022:	\$26.83*	2% across-the-board
Retroactive to April 1, 2023:	\$27.37*	2% across-the-board
Effective at the beginning of the first pay period on or after December 1, 2023:	\$28.19*	3% equity adjustment
Effective April 1, 2024:	\$28.75*	2% across-the-board

*All wages subject to review and approval by the Departments of Human Resources and Finance.

d) ¶175: Delete

e) ¶176: Delete the following provision:

The parties shall form a committee comprised of the Union's Business Manager and two other Union representatives selected by the Union, and three (3) representatives selected by the City to develop a "cost neutral" wage schedule for job classifications impacted by plus adjustments, special rates and dual classification(s). The parties shall meet no later than April 30, 2015.

The parties further agree that all pending plus adjustment or special rates grievances shall also be resolved, pursuant to the then existing contractual language, or, if mutually agreed, under the newly negotiated rate. If the parties are unable to reach an agreement on the rates of the pending grievances, the parties shall submit any remaining disputes to a mutually agreeable arbitrator for a final resolution. The City reserves the right to assert arbitrability and timeliness arguments.

f) Add new provisions addressing the following, to go into effect within six (6) months following full execution of the 2022-25 Agreement:

- All full-time employees classified as Pavers would continue to be paid 66.67% of the craft prevailing rate as negotiated between the City and the Union, including any equity adjustments negotiated in this Agreement;
- One-time upward adjustment of the Asphalt Tamper prevailing wage rate to match the Department of Commerce rate at the time of ratification by both parties of this Agreement, with future adjustments to be made per the general wage increases of these Articles; all Asphalt Tamper work will be performed at 66.67% of the new prevailing wage.

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g) The City agrees to take the following actions which do not involve new or revised contract language:

- Establish additional Asphalt Tamper positions and open the same for Civil Service testing and bidding;
- Establish a Seasonal Asphalt Tamper Civil Service classification, with the position to be filled via Civil Service testing;
- Move all Asphalt Tamper work to the full-time and seasonal Asphalt Tamper Civil Service classifications to be performed by employees in those classifications;
- Complete these actions within six (6) months following full execution of the 2022-25 Agreement.

28. EMPLOYEE STARTING RATE – ARTICLE 49

¶178: Revise as follows:

If the one hundred and twenty (120) day probationary evaluation applicable to lateral transfers or promotions, as required under the terms of this Agreement, results in failure to successfully complete the probationary period for lateral transfers or promotions, the affected employee will revert to his/her prior classification at his/her previous pay status, without loss of seniority.

29. UNSAFE MATERIALS – ARTICLE 52

Attach to the Agreement the following side letter that addresses the pick-up procedure when unsafe or segregated items are identified:

Current procedure as listed in Article 52 of the CBA states that if an employee has notified his supervisor of an alleged unsafe condition, the employee shall not be required to perform the work but shall be assigned alternative duties. Management has reviewed this with all supervisors (Foremen) and it is expected moving forward that: (1) employees shall be required to bring to their Foreman any perceived unsafe condition; (2) upon notification of an unsafe condition, the Foreman will make the final determination whether there is a safety issue; (3) if an unsafe condition exists, the Foreman will then notify the issue to the Assistant Superintendent and/or Foreman I who will make arrangements to have the item picked up mechanically; and (4) if the Foreman determines that an unsafe condition does not exist, then the employees may not refuse to perform the work unless they maintain a reasonable belief that the working condition poses a threat to physical harm or imminent danger exists. In addition, Laborers in Waste Collection will be expected to satisfy the 75-pound weight-lifting job requirement and seek assistance if that limit is exceeded.

Management will create and post a list of segregated materials that will need separate collection. This will be clearly posted at all stations for Laborers and Foremen to see and will be included in new hire orientation.

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The parties may request a Labor/Management Committee meeting on this issue with fourteen (14) days' advance notice, provided that the work shall not be delayed pending the scheduling and holding of such a meeting.

30. LETTER OF UNDERSTANDING AWOL (new)

Add the following new Letter of Understanding:

Employees will not be assessed an AWOL charge for a late call--off so long as they call off prior to the start of their shift. This letter does not affect the loss of sick-time for failing to timely call off per Paragraph 64.

31. DESIGNATION OF STEWARDS (new)

The Union shall designate one of its employees as union steward at each location as needed and within the discretion of the Union. The City accepts that whether or not there exists a need to designate a Union Steward at a work location is within the Union's discretion.

32. PARK MAINTENANCE AND PROPERTIES (new)

Add provision that no bargaining unit employee in the Division of Park Maintenance and Properties shall be required to operate tractors that are not enclosed when the official outside temperature (as measured at Cleveland Hopkins Airport) falls below 35°F.

33. CIVIL SERVICE TESTING FOR SEASONAL EMPLOYEES (new)

Add the following new Addendum:

TESTED SEASONAL EMPLOYEE

A tested seasonal employee is defined as an employee who: (1) has successfully passed an entry-level civil service examination for a position performed by bargaining unit employees that requires a Civil Service examination as a condition of initial hiring; (2) is assigned to work for the City for a specific season; (3) is either transferred to another division or reassigned different work within the same division or department; and (4) does not hold a full-time position.

As a condition of further employment and to become a tested seasonal employee in the bargaining unit, seasonal employees who hold positions that require successful passage of a Civil Service examination as a condition of full-time employment in that position, who were hired before the ratification of the 2022-25 Agreement for seasonal employees, and who previously did not successfully pass a civil service examination for the full-time employment equivalent positions that the employees hold, must successfully pass the performance component of an entry-level civil service examination for the positions that they hold during one of the first three opportunities that the City offers the examination during a twelve-month period after full execution of the 2022-25 Agreement for current seasonal employees.

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Based upon reasonable prior notice and if operational needs permit, the City agrees to allow Tested Seasonal and or Seasonal employees to take the civil service tests during work hours.

34. LETTER OF UNDERSTANDING SHIFT BID (new)

Add the following new letter of understanding:

Operations Section shift bids at Cleveland Hopkins International Airport will occur at least twice a year by April 15th and October 15th. Shift bids shall be on the equitable basis of operational job classification requirements as determined by management. Actual schedules based on operational needs will be established by management. There will be additional shift bids due to personnel changes as needed.

35. DURATION – ARTICLE 54

Three (3) years – Date of execution through March 31, 2025