

EXECUTIVE SUMMARY OF AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

OHIO NURSES ASSOCIATION

(Approximately 8 employees currently in this bargaining unit)

Reached: June 11, 2020
Ratified by Membership: June 11, 2020

1. WAGES – ARTICLE 25

Wages

First year: 2% - effective April 1, 2019

Second year: 2% - effective April 1, 2020

Third year: 2% - effective April 1, 2021

Article 25, Paragraph 87, adjust the wage scale to reflect 2% across the board wage increases each year of the contract.

Add the following language to Article 25, Paragraph 87:

All terms of this Agreement will be in full force and effect through March 31, 2022. Per the terms of this Agreement, bargaining unit members will receive a 2% increase in base wages effective April 1, 2021. Notwithstanding this negotiated increase, the parties agree to convene a wage and salary committee to consider a further adjustment to compensation which, if agreed upon, would be effective April 1, 2021. The wage and salary committee may discuss adjustments to the pay scales and/or equity increases. The wage and salary committee will initiate these discussions on or after February 15, 2021.

2. INSURANCE COVERAGE – ARTICLE 32

No change to plan design, employee premium contribution percentage rates, or employee out-of-pocket costs from the 2016-2019 Agreement.

Implement the following benefits enhancements on April 1, 2020:

DENTAL

- Reduce deductible to \$25-single/\$50-family (currently \$50 for both)
- Increase basic co-insurance to ninety percent (90%) (currently 80%)
- Increase orthodontia lifetime maximum to \$2000 (currently \$1500)
- Increase annual maximum to \$2000 (currently \$1000)

VISION

- Increase frame allowance to \$150 (currently \$120)
- Reduce UV co-pay to \$0 (currently \$60)
- Increase elective contact allowance to \$100 (currently \$75)
- Reduce eye examination frequency to once every twelve (12) months (currently 24 months)
- No progressive maximum included

LIFE

- Increase employer-paid life insurance to a flat \$25,000 (currently \$15,000)
- Will include auto enhancements

3. ARTICLE 7 – UNION SECURITY

- a. Paragraph 14 – Delete Paragraph 14 in its entirety (mandatory ONA membership and fair share fees).
- b. Paragraph 15 – Amend subparagraph (a) to read as follows:

An employee shall have the right to revoke such authorization by giving written notice to the City and ONA ~~within thirty (30) days of the termination of the Contract or any extension thereof~~ **at any time**, and the authorization care shall state clearly on its face the right of an employee to revoke in accordance with these terms; and

Delete Paragraph 15 a. in its entirety.
Paragraph 15 b. becomes 15 a.

- c. Paragraph 16 – Amend Paragraph 16 to read as follows:

Deductions of ONA dues ~~or fair share fee~~ shall be made during the second pay period of each month, but if an employee's pay for that period is insufficient to cover ONA dues, the City will make a deduction from the pay earned during the next period. ONA will provide the City with at least thirty (30) days' advance written notice of any change in the dues ~~and/or fair share fee~~ deduction amounts.

- d. Add the following as a Side Letter of Agreement:

In 2018, the U.S. Supreme Court’s decision in *Janus v. AFSCME*, No. 16-1466, 585 U.S. ___ (2018) (“*Janus*”) rendered the fair share fee terms in the parties’ collective bargaining agreement unenforceable. If, during the term of this Agreement, the applicable law changes such that the all of the fair share fee terms in effect in the parties’ Agreement prior to *Janus* are lawful, the parties agree to reinstate those terms on a mutually agreed-upon date. If there is a change in the applicable law but either party believes that such change does not allow reinstatement of the prior terms, the parties will meet to discuss whether the Agreement can lawfully include fair share fee terms and attempt to negotiate legally enforceable terms. This provision does not constitute a reopener of this Agreement and does not affect, amend, or revise any of this Agreement’s other terms or duration. Discussions or negotiations in which the parties may engage pursuant to this provision are not subject to the dispute resolution provisions of Ohio Revised Code Chapter 4117.

4. ARTICLE 9 – PROBATIONARY PERIOD

Paragraph 24 – Clarify the last sentence of Paragraph 24 to read as follows:

New employees shall not be entitled to file any grievances over probationary reports, **including, but not limited to, grievances involving discipline of any kind.**

5. ARTICLE 37 – DISCIPLINE

- a. Paragraph 122 – Amend the first sentence in the second sub-paragraph of Paragraph 122 to read as follows:

Any materials in the employee’s personnel record, which have not been seen or signed by him/her or which are more than ~~two (2)~~ **three (3)** years old at the time of discipline is being considered shall not be used against him or her.

- b. Paragraph 124 - Amend the first sentence of the second sub-paragraph of Paragraph 124 to read as follows:

Any materials in the employee’s personnel record, which have not been seen or signed by him/her or which are more than ~~two (2)~~ **three (3)** years old at the time of discipline is being considered shall not be used against him/her.

6. **DURATION – ARTICLE 42**

Paragraph 142 – Amend Paragraph 142 to read as follows:

This Contract represents a complete and final understanding of all negotiated issues between the City and ONA and it shall be effective as of April 1, ~~2016~~ **2019**, and remain in full force and effect through March 31, ~~2019~~ **2022**.