

EXECUTIVE SUMMARY OF AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 93
(Airport Rescue Firefighters Safety Supervisors Unit)**

(Approximately 12 employees currently in this bargaining unit)

**Reached: August 8, 2023
Ratified by Membership: August 16, 2023**

There follows a summary of the key amended terms of the 2022-2025 labor contract:

1. WAGES – ARTICLE 18

a. Section 18.01:

Amend Section 18.01 to reflect the following:

2022: 5% equity increase and an additional 2% base pay increase retroactive to April 1, 2022 for all employees employed as of the date of execution

2023: Effective April 1, 2023:

- Amend the pay scale progression as follows:

 Start
 After 1 year
- Base pay increase of 2% retroactive to April 1, 2023 for all employees employed as of the date of execution

2024: Base pay increase of 7.9% effective April 1, 2024

Estimated effect of the above is as follows (subject to City Finance confirmation):

<u>Paramedic</u>	<u>Effective 4/01/22 – 5% + 2%</u>	<u>Paramedic</u>	<u>Effective 4/01/23- 2%</u>	<u>Effective 4/01/24 – 7.9%</u>
Start	\$69,739.94			
After 1 year	\$71,786.54	Start	\$73,222.27	\$78,932.00

After 2 years	\$79,073.73	After 1 year	\$80,655.20	\$87,000.00
---------------	-------------	--------------	-------------	-------------

b. Add new section reading as follows:

Beneficial Professional Training/Certifications:

Employees may request to attend training in the following professional development courses/certifications beneficial to the Employer’s operations:

- **Airport Master Firefighter Designation**
- **EMS Instructor**
- **Fire Officer 1**
- **Fire Officer 2 (must have Fire Officer 1)**
- **Fire Instructor Certification**
- **Fire Inspector**

The Employer has discretion to approve requests for training based on its operational needs but will not unreasonably deny requests. Where requests are approved, the Employer will pay all course costs and wages during verified time spent in the course according to its policies. Employees who leave employment with the City within three years of completing the above courses/obtaining the above certifications must repay all training costs to the City upon separation.

The Employer will pay for required continuing education and wages during verified time spent to recertify and take required refresher training.

Employees who successfully complete the courses/obtain the certifications set forth above will receive annual payment of one thousand dollars (\$1,000) for any one of the above courses/certifications to a maximum annual payment of up to three thousand dollars (\$3,000) for successfully completing/obtaining up to three (3) courses/certifications.

Payments under this section will be retroactive to April 1, 2023 for employees who completed the courses prior to or hold active certifications at the time of ratification. Payment under this provision will be made in December.

c. Add the following sentence:

An employee with an employment status of either “Retired” or “Terminated” on the date the Union and the City execute the collective bargaining agreement is not entitled to retroactive wage payments from any negotiated wage increases. Employees who are in “unpaid leave” (other than FMLA or military leave), “suspended” or “layoff” status at the time the contract is executed shall not be entitled to retroactive wage payments, negotiated wage increases, uniform allowances and uniform maintenance allowances until and unless they return to “active” status.

2. **INSURANCE – ARTICLE 24**

Current contract language (adjust dates as needed).

3. **NON-DISCRIMINATION – ARTICLE 4**

Section 4.01 – Amend Section 4.01 to read as follows:

Both the City and Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, **creed**, national origin, **sex (including sexual orientation, gender identity and expression)**, ~~handicap/disability, or~~ **age (for those age 40 or older)**, **genetic background, veteran status, or any other characteristic protected by law.**

4. **SENIORITY—ARTICLE 5**

Section 5.01 – Amend Section 5.01 by adding the following:

- **Employment and job classification seniority terminates upon any of the following:**
 - **Resignation;**
 - **Discharge;**
 - **Layoff for more than twenty-four (24) consecutive months;**
 - **Absence without leave for two (2) consecutive working days and employee does not provide an excuse that is acceptable to the City;**
 - **Failure to report to work within five (5) consecutive working days from the date the City sends notice of recall from layoff.**

- **Absence without leave for two (2) consecutive working days is a voluntary resignation.**

5. **WORKWEEK – ARTICLE 6**

Section 6.01 - Amend Section 6.01 to read as follows:

The normal work week for employees in the job classification of Airport Safety Supervisor shall consist of one (1) shift of twenty-four (24) consecutive hours, followed by forty-eight (48) hours off work with an additional twenty-four (24) consecutive hours off work (Kelly Day) once every three (3) weeks so that no person shall average more than forty-eight (48) hours of work per week within said three (3) week period. **Each employee will be schedule for an average of two thousand four hundred and ninety-six (2,496) annual hours of work.** Shift Bids and Kelly Days shall be bid once a year no later than November 1 in accordance with job classification seniority.

6. GRIEVANCE PROCEDURE - ARTICLE 8

Section 8.03 – Amend Section 8.03 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 and/or compliance with 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 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.

7. VACATION – ARTICLE 13

Sections 13.01 and 13.02 – Amend Sections 13.01 and 13.02 to read as follows:

13.01 All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of continuous City service as of December 31 of the preceding year, as follows:

<u>Years of Service</u>	<u>Vacation 8-Hour Employees</u>	<u>Vacation 24-Hour Employees</u>
After 1 year	10 days	6 shifts
After 8 years	15 days	9 shifts
After 12 years	20 days	12 shifts
After 22 years	25 days	15 shifts

Effective January 1, 2024, all regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of continuous City service as of December 31 of the preceding year, as follows (for purposes of available paid vacation time off, a shift is defined as twenty-four (24) hours and a day is defined as eight (8) hours):

<u>Years of Service</u>	<u>Vacation 8-Hour Employees</u>	<u>Vacation 24-Hour Employees</u>
After 1 year	10 days	4 shifts
After 8 years	15 days	6 shifts
After 12 years	20 days	8 shifts
After 22 years	25 days	10 shifts

13.02 The administration of vacations (including eligibility requirements) shall be in accordance with the following rules and regulations:

~~(a) — An 8-hour employee who has completed less than one (1) year of continuous employment by December 31 of the previous year shall receive one (1) work day off for each month worked prior to December 31 of the previous year, but not to exceed ten (10) days. New employees whose starting date is prior to the sixteenth (16th) of the month shall be credited with one (1) day of vacation.~~

~~(b) A 24-hour employee who has completed less than one (1) year of continuous employment by December 31 of the previous year shall receive one (1), **twenty-four (24) hour** shift off for each two (2) months worked prior to December 31 of the previous year. New employees whose starting date is prior to the sixteenth (16th) of the month shall be credited with having worked the month.~~

Effective on January 1, 2024, a 24-hour employee who has completed less than one (1) year of continuous employment by December 31 of the previous year shall receive one (1), twenty-four (24) hour shift off for each three (3) months worked prior to December 31 of the previous year.

8. HOLIDAYS – ARTICLE 14

a. Section 14.01 – Amend Section 14.01 to read as follows:

Employees are entitled to ~~an extra week of vacation payment~~ to compensate for the following ~~seven (7)~~ **eight (8)** holidays: New Year’s Day; Good Friday; Memorial Day; **Juneteenth**; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. **A Safety Supervisor’s annual holiday payment amount will be calculated based upon the Safety Supervisor’s regular straight-time hourly rate of pay multiplied by eight (i.e., hours per day) multiplied by eight (i.e., the number of holidays per year). The total annual amount of holiday pay for each Safety Supervisor will be divided by the number of pay periods in the year and paid in equal parts during each pay period.** In the event a Safety Supervisor retires, quits or is terminated, ~~he or she will not be entitled to any holiday payment beyond the pro-rata payment in their final paycheck. shall receive pro-rata pay for this week based upon the time of separation. One (1) day would equal one fifth (1/5) of one (1) week’s pay.~~ **President’s Day and Dr. Martin Luther King, Jr. Day shall be individual holidays for Safety Supervisors which will continue to be picked by shift seniority, one (1) day **twenty-four (24) hour shift** each calendar quarter, with approval of the Chief or Shift Commander. Each individual holiday is one, twenty-four (24) hour shift. Employees who leave City employment before the end of any calendar year are entitled to payment for individual holidays according to the following pro-rata schedule:**

- **Separation in January, February, March, or April** **0 shifts**
- **Separation in May, June, July, or August** **1 shift**
- **Separation in September, October, November, or December** **2 shifts**

b. Add new Section 14.02 reading as follows:

In addition to the holidays set forth in Section 14.01, employees will continue to be entitled to two (2), twenty-four (24) hour personal days in each calendar year after completing ninety (90) calendar days of employment.

9. **SUBSTANCE ABUSE POLICY – ARTICLE 32**

Amend Article 32 to read as follows:

~~32.03 Notice and Education of Employees Regarding Drug/Alcohol Testing. There will be a forty five (45) day education and information period prior to random testing under this policy for employees, except that prior policies governing the testing of cadets and testing under consent forms shall remain in effect during this period.~~

~~All employees will be informed of the Division's drug/alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive for illegal drug use and alcohol abuse/misuse. All new employees will be provided with this information when initially hired. No employee shall be randomly tested until this information has been provided.~~

~~32.07 Medical Review Officer.~~

~~The City shall maintain a Medical Review Officer ("MRO"). The MRO shall review any positive test results before a determination is made regarding a violation of this policy. The MRO will be available to discuss the test results with the employee.~~

~~32.0806 Disciplinary Action.~~

- ~~(a) Drugs. Employees who as a result of being drug tested are found to be using illegal drugs shall be subject to dismissal. Employees who are found to be abusing drug(s) which have been legally prescribed shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the Medical Director and members of the Employees Assistance Unit. Any employee found for a second time to be abusing drugs which have been legally prescribed shall be subject to dismissal.~~
- ~~(b) Alcohol. An employee who tests positive for alcohol shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a~~

~~treatment program supervised by the Medical Director and members of the Employees Assistance Unit. An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline up to a three (3) day suspension (but is also subject to additional discipline for other rules violations). Any employee testing positive for alcohol for a second time shall be subject to termination.~~

~~(e) Refusal to submit to a drug/alcohol test, or adulteration of, or switching a sample shall also be grounds for dismissal.~~

(a) **Drugs.** Employees, who as a result of being drug tested, are found to be using illegal drugs may be subject to dismissal based on the discretion of the City. The City, in its discretion, may administer lesser discipline if the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the City's designated medical provider and members of the Employee Assistance Unit. Employees who are found to be abusing drug(s) which have been legally prescribed shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the City's designated medical provider and members of the Employees Assistance Unit. Any employee found for a second time to be using illegal drugs or abusing legally prescribed drugs shall be subject to dismissal.

(b) **Alcohol.** An employee who tests positive for alcohol shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the City's designated medical provider and members of the Employees Assistance Unit.

An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline up to a three (3) day suspension (but is also subject to additional discipline for other rules violations).

Any employee testing positive for alcohol for a second time shall be subject to termination.

(c) **Refusal to submit to a drug/alcohol test, or adulteration of, or switching a sample shall also be grounds for dismissal.**

10. **DURATION – ARTICLE 33**

Section 33.01 – Amend Section 33.01 to read as follows:

This Contract shall be effective upon ratification by the parties, and shall remain in full force and effect until March 31, 2025, 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, 202~~2~~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, 202~~4~~⁴

- 11. The parties agree that vacation time banked prior to this tentative agreement will be maintained and may be used per City/ARFF policy until exhausted.**

*All other party proposals presented in these negotiations are withdrawn.