

EXECUTIVE SUMMARY OF AGREEMENT**BETWEEN****THE CITY OF CLEVELAND****AND****SERVICE EMPLOYEES, MAINTENANCE EMPLOYEES, LOCAL 1****(Approximately 90 employees currently in this bargaining unit)****Reached: March 14, 2023****Ratified by Membership: March 29, 2023****1. ARTICLE 32 - WAGES****a. Wage Rates:**

First year: 2% base increase on current scale structure retro to 01APR22

Second year: Reduce all wage scales to 3 steps (except Heavy Duty Technician II) then 2% effective 01APR23 per attachment

Third year: 2% effective 01APR24

b. ASE Payment:

Paragraph 128 – Designate the ASE payment portion of Paragraph 128 as a separately numbered paragraph, amend to read as follows, and renumber subsequent paragraphs as needed:

Employees who are “ASE” certified will receive the following payment:

1. For the first ASE certification: a \$200 annual lump sum payment
2. For a second ASE certification: a \$100 annual lump sum payment
3. For a third ASE certification: a \$100 annual lump sum payment
4. For a fourth ASE certification: a \$100 annual lump sum payment

The ASE certification payments will be cumulative up to a maximum annual payment of \$500 for an employee who has obtained four ASE certifications. The City agrees to reimburse employees for the cost of one attempt at taking the initial ASE certification test for each certification, provided the employee passes the test on the initial attempt at certifying.

Effective in 2023, the ASE certification payments will be according to the following:

1. For the first ASE certification: a \$400 annual lump sum payment
2. For a second ASE certification: a \$300 annual lump sum payment
3. For a third ASE certification: a \$300 annual lump sum payment
4. For a fourth ASE certification: a \$200 annual lump sum payment
5. For a fifth ASE certification: a \$200 annual lump sum payment

Effective in 2023, the ASE certification payments will be cumulative up to a maximum annual payment of \$1400 for an employee who has obtained five ASE certifications.

In addition to the ASE certification incentives listed above, effective in 2023, employees who obtain Emergency Vehicle Technician certification (“EVT”) will receive a separate, annual lump sum payment of \$200.

The City agrees to reimburse employees for the cost of one attempt at taking the initial ASE certification test for each certification or for the EVT certification, provided the employee passes the test on the initial attempt at certifying.

The City also agrees to reimburse employees for the cost of one attempt at taking the recertification test for each certification, **including EVT certification**, provided the employee passes the test on the initial attempt at recertifying.

The City will approve annual “ASE” certification payments and testing reimbursement for the types of certifications it has approved in the past and for other certifications that are relevant to an employee’s job duties. The City will not unreasonably withhold approval of annual “ASE” certification payments and testing reimbursement. Employees must maintain their ASE certification to receive the annual lump-sum payment.

2. **ARTICLE 28 – INSURANCE**

Maintain current contract language adjusting only dates.

3. **ARTICLE 7 – NON-DISCRIMINATION**

Paragraph 14 – Amend Paragraph 14 to read as follows:

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

4. **ARTICLE 15 – LEAVES OF ABSENCE**

Paragraphs 44 through 48 – Delete Paragraphs 44 through 48 and replace with the following:

Employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a leave of absence from their positions without loss of pay for the time they are performing service in the uniformed services in accordance with Cleveland Codified Ordinance Section 171.57.

5. **ARTICLE 29 – DISCIPLINE**

Paragraph 107 – Amend the first sentence of Paragraph 107 to read as follows:

An employee who is disciplined must be disciplined within fourteen (14) calendar working days (**not to include Saturdays, Sundays, and designated Holidays**) of the event(s) upon which the discipline is based, or within a reasonable time from the date the City had knowledge of said event(s).

6. **ARTICLE 30 – GRIEVANCE PROCEDURE**

Paragraph 117 – Amend Paragraph 117 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 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. In reaching his decision, the arbitrator shall have no authority: (1) to add or to subtract from or modify in any way 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) calendar days after submission of the case to him.

7. **ARTICLE 32 – UNIFORM ALLOWANCE**

Paragraph 132 – Amend Paragraph 132 by adding the following:

Effective in 2023, all employees will receive an annual cash payment of \$225 for the purchase of approved steel-toed boots. In years after 2023, the City will make this payment on or before March 31 of each calendar year.

8. **ARTICLE 33 – TOOL MAINTENANCE**

Paragraph 133 – Amend Paragraph 133 to read as follows:

All Union members shall receive a payment of \$1,000.00 per year on or before March 1st in each year for tool allowance, tool insurance, and/or tool maintenance. **Effective in 2023, this amount will increase to \$1,700.00 per year.**

9. **ARTICLE 40 – DURATION**

Paragraph 143 – Amend Paragraph 143 to read as follows:

The Contract represents a complete and final understanding on all operational policies between the City and the Union, and it shall be effective upon the date of ratification and remain in full force and effect through March 31, 2025. This Contract shall supersede all previous agreements and memorandums.

10. **DRUG & ALCOHOL TESTING ADDENDUM**

Amend the first three paragraphs of the Drug & Alcohol Testing Addendum to read as follows:

All employees who are required to be randomly tested under law (e.g. Department of Transportation regulations regarding employees required to have a Commercial Driver's License who drive vehicles in excess of 26,000 pounds), and all employees in Safety Sensitive Positions (identified below) shall be subject to random drug/alcohol testing. Additionally, an employee involved in any accident resulting in personal injury or one-thousand dollars (\$1,000.00) or more of property damage shall submit him or herself to post-accident drug/alcohol testing. Such testing shall be conducted in accordance with the DOT procedures. Further, when there is a reasonable suspicion to believe that an individual employee is using illegal drugs, **drugs for which a prescription is required without a prescription** or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination. Reasonable suspicion examinations, post-accident examinations, and random examinations for safety sensitive employees, employees on last chance agreements, and those employees with CDLs are conducted for the purpose of determining the presence of illegal drugs, non-prescribed not over the counter drugs, or alcohol in the employee tested.

An employee who is directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense. The City's Manager of Labor Relations, or his designee, shall approve all drug/alcohol testing. This testing will include possible urine, blood, or breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be subject to discharge. An employee who fails a drug or alcohol test for the second time during his/her employment with the City shall be discharged by the City.

An employee may be referred to fitness-for-duty screening if at least one (1) supervisor has a reasonable suspicion that the employee is then under the influence of alcohol or a

controlled chemical substance. The circumstances supporting an allegation warranting reasonable suspicion testing shall be reduced to writing, signed by the supervisor, and copies to the employee and Union prior to testing. The demand for a urine, blood or breath specimen should be based only upon specific/objective facts and reasonable inferences drawn from those facts in light of experience that the employee is then under the influence of drugs or alcohol. In addition, employees may be referred for mandatory urine, blood, or breath, for drug and/or alcohol screening under the following circumstances:

- (a) A disciplinary probation for employees who have violated the City's drug and alcohol rules; or
- (b) For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drugs, **drugs for which a prescription is required without a prescription** and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, a history of excessive absenteeism not related to a specific illness, documented evidence of deteriorating job performance or of aberrant behavior in the six months immediately preceding the leave of absence or documented involvement with drugs off the job.

ATTACHMENT

Auto Body Technician

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 4	25.31	Step 2	26.02	26.54
Step 3	24.69	Step 1	25.39	25.90
Step 2	23.75	Start	24.42	24.91
Start	23.23			

Automobile Technician Unit Leader

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 6	30.41	Step 2	31.26	31.88
Step 5	29.68	Step 1	30.51	31.11
Step 4	28.78	Start	29.59	30.17
Step 3	27.99			
Step 2	27.14			
Start	26.28			

Automobile Technician

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 6	25.06	Step 2	25.76	26.27
Step 5	24.53	Step 1	25.22	25.72
Step 4	24.26	Start	24.94	25.44
Step 3	24.02			
Step 2	21.79			
Start	18.61			

Heavy Duty Auto Body Technician

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 4	26.53	Step 2	27.27	27.81
Step 3	25.93	Step 1	26.66	27.19
Step 2	24.99	Start	25.69	26.20
Start	24.47			

Blacksmith Technician

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 6	29.66	Step 2	30.50	31.11
Step 5	29.38	Step 1	30.20	30.80
Step 4	27.10	Start	27.87	28.43
Step 3	25.86			
Step 2	24.58			
Start	23.33			

Heavy Duty Technician Unit Leader

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 6	37.24	Step 2	38.27	39.03
Step 5	36.37	Step 1	36.88	37.62
Step 4	35.55	Start	35.49	36.20
Step 3	34.71			
Step 2	33.86			
Start	33.04			

Heavy Duty Technician

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 5	\$30.01	Step 2	30.86	31.48
Step 4	\$28.67	Step 1	29.48	30.07
Step 3	\$27.36	Start	28.13	28.69
Step 2	\$25.96			
Start	\$24.62			

Heavy Duty Technician II

	4/1/22 – 2%	4/1/23 – 2%	4/1/24 – 2%
Step 7	28.88	29.46	30.05
Step 6	27.55	28.10	28.66
Step 5	26.19	26.71	27.24
Step 4	24.84	25.34	25.85
Step 3	23.49	23.96	24.44
Step 2	20.27	20.67	21.08
Start	19.14	19.52	19.91

Garage Technician

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 5	21.31	Step 2	21.91	22.35
Step 4	20.67	Step 1	21.25	21.67
Step 3	20.07	Start	20.63	21.04
Step 2	19.48			
Start	18.35			

Small Equipment Technician

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 6	23.68	Step 2	24.35	24.84
Step 5	22.70	Step 1	23.34	23.81
Step 4	21.70	Start	22.31	22.76
Step 3	20.68			
Step 2	19.71			
Start	18.73			

Tire Repair Technician

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 4	23.16	Step 2	23.81	24.29
Step 3	22.38	Step 1	23.01	23.47
Step 2	21.74	Start	22.35	22.80
Start	21.12			

Welder Technician

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 4	29.21	Step 2	30.03	30.63
Step 3	28.21	Step 1	29.00	29.58
Step 2	27.43	Start	28.20	28.76
Start	27.12			

Welder/Fabricator Technician

	4/1/22 – 2%		4/1/23 – 2%	4/1/24 – 2%
Step 4	30.00	Step 2	30.84	31.46
Step 3	29.05	Step 1	29.86	30.46
Step 2	28.19	Start	28.98	29.56
Start	27.96			