

**TENTATIVE AGREEMENT SUMMARY**  
**between**  
**THE CITY OF CLEVELAND**  
**and**  
**TEAMSTERS LOCAL 507 (GUARDS)**  
**July 25, 2023**

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**1. WAGES**

¶¶184-85: Revise as follows –

184. Employees shall receive the following across-the-board wage increases:

Retroactive to April 1, 2022: 2%  
Retroactive to April 1, 2023: 2%  
Effective April 1, 2024: 2%

Wage increases shall be effective: (a) during the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the first week of a pay period; or (b) during the pay period following the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the second week of a pay period.

185. Effective upon execution of the 2022-25 Agreement, employees shall be paid according to the wage and salary schedule set forth herein in accordance with their date of hire, transfer or promotion into the bargaining unit.

**WAGE AND SALARY SCHEDULE**

<u>Steps</u>	04/01/22	04/01/23	04/01/24
Step 1 (Start)	\$19.83	\$20.23	\$20.63
Step 2 (One Year)	\$20.56	\$20.97	\$21.39
Step 3 (Two Years)	\$21.07	\$21.49	\$21.92
Step 4 (Three Years)	\$21.60	\$22.03	\$22.58
Step 5 (Four Years)	\$22.14	\$22.58	\$23.03

Effective upon execution of the 2022-25 Agreement, employees placed at Step 2 of the wage and salary schedule shall be moved to Step 3 and shall receive further step pay raises in accordance with their date of hire, transfer or promotion into the bargaining unit. Such employees shall not receive retro pay for any wage increases due to their placement at the higher step.

186. Employees not on the active payroll at the time the contract is executed are not entitled to retroactive payments of wages or other monetary benefits

**2. NON-DISCRIMINATION**

¶17 – Delete and replace with the following:

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 limited 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, union membership, or any other characteristic protected by law.

**3. MILITARY LEAVE**

¶¶58-61 – Delete 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.

**4. PERSONNEL RECORDS**

¶141 – Increase shelf-life on discipline from two (2) years to three (3) years.

**5. NEW ARTICLE – LEGAL REPRESENTATION**

See, attached language.

**6. HOLIDAYS**

¶121 – Change “eleven (11)” to “twelve (12)” and add the following to the list of fixed holidays: Juneteenth National Independence Day

**7. DURATION**

¶190 - Three years – Date of ratification through March 31, 2025.

**LEGAL REPRESENTATION AND INDEMNIFICATION OF EMPLOYEES**

1. The City shall provide the defense of any employee, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property, except as herein limited, allegedly caused by an act or omission of the employee which occurred or allegedly occurred while the employee was acting within the scope of his duties or official responsibilities as an employee, unless:

(a) The Director of Law has good cause to believe that the acts or omissions were outside the scope of his employment, or official responsibilities;

(b) The Director of Law has good cause to believe that the employee acted with malicious purpose, or in bad faith, or in a wanton and reckless manner;

(c) The Director of Law has good cause to believe that the employee was performing services for another employer at the time the incident allegedly occurred;

(d) The civil claim, action or proceeding, including disciplinary proceedings, was brought by, or at the request of, the City or any of its officials, against the employees; or,

(e) The employee fails to comply with the conditions of the employee's defense as prescribed herein.

2. The City shall indemnify and hold harmless an employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a state or federal court, or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission of the employee, if, at the time of the act or omission the employee was acting in good faith and within the scope of his employment or official responsibilities. However, by separate ordinance, Council may, at its discretion, expressly authorize payment of punitive or exemplary damages.

3. The continuing duty of the City to defend pursuant to Paragraph 1 or indemnify the employee pursuant to Paragraph 2 of this Contract shall also be conditioned upon:

(a) delivery by the employee to the Director of Law a written request to provide legal defense together with the original or a copy of any summons, complaint, process, notice, demand, or pleading within seven (7) calendar days after the employee is served with such document;

(b) the continuing full cooperation of the employee in the defense of such action or proceeding, and in defense of any action or proceeding against the City based upon the same act or omission, and in the prosecution of any appeal; and,

(c) the absence of any misconduct, other than the act or omission of the employee that is the subject of the action, by the employee which prejudices the defense of such action or proceeding.

4. Other than as specified above, the employee shall be entitled to be represented by the Department of Law, unless the Director of Law determines, prior to or during the pendency of a civil lawsuit, that a potential conflict of interest could result, or that it is in the best interests of the employee, City of Cleveland, or — in a case with multiple defendants — any other defendant, that the employee be represented by counsel other than the Director of Law or any of his Assistants. In such case, the Director of Law may elect to tender the defense of the employee to private counsel selected by the Director of Law upon such conditions and attorney's fees as the Director of Law deems appropriate in the particular case. In such case, the City will pay the reasonable cost of attorney's fees and expenses of the selected private attorney. Any indemnification of an employee represented by private counsel shall be subject to all limits upon indemnification of an employee represented by the Department of Law.

5. If the Director of Law elects to decline representation of and/or indemnification to an employee, then the exclusive determination of whether the Director of Law's decision was arbitrary and capricious shall be pursuant to the grievance procedure. Notwithstanding the contractual grievance/arbitration procedure and the steps thereunder, a grievance challenging the Director of Law's declination of representation and/or indemnification shall be submitted directly to arbitration, with the employee' or Union's appeal to arbitration to be made within fourteen (14) days of the Director of Law's decision. Arbitration under this procedure shall be initiated by the Union or by the member by submitting such request to the American Arbitration Association ("AAA"). AAA shall issue a panel of seven (7) arbitrators and the arbitrator shall be selected by the parties through the alternate strike method. The hearing shall be completed within thirty (30) days of the arbitrator's selection, and the decision shall be rendered within sixty (60) days of the hearing. Arbitration shall be the sole means of challenging a decision by the Director of Law declining representation and/or indemnification, and is intended to supersede the provision of O.R.C. §2744.07. The arbitrator shall have the authority to issue an award directing the City to

indemnify and pay the reasonable attorney's fees and costs of the employee, subject to the limitations set forth herein.

6. The total amount of indemnification to which the City is obligated to pay on behalf of one or more employee defendants or potential defendants arising out of a transaction or occurrence, which is the subject matter of allegations against the employee and/or co-defendants, shall be limited to the lower of either One Million Dollars (\$1,000,000.00), or the amount of any deductible, self-insured retention, or uninsured primary level, under any policy of insurance paid by the City which provides coverage for the transaction or occurrence.

7. These provisions for defense and indemnification shall not be construed to impair, alter, limit, or modify the rights and obligations of the City or any employee under any policy of insurance. Nor shall the benefits of these provisions be construed to affect, alter, or repeal any section of the Workers' Compensation Law.

8. These provisions shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity or defense to liability available to the City or employee. The benefits of these provisions shall apply whether or not the employee is sued in an individual or representative capacity and whether or not the employee is still employed by the City; provided, however, that the acts of the employee complained of must have been committed within the scope of his employment by the City.

9. An employee may, at any time, elect, at his own expense, to be represented by private counsel selected by the employee in lieu of representation by the Director of Law, or counsel selected by the Director of Law. However, by electing to be represented by such private counsel, the employee waives all right to a defense and indemnification by or at the expense of the City under this contract.

10. The City shall indemnify the defense costs (in accordance with the limitations below) of a member prosecuted and found not guilty of a violation of City, State, or Federal law,

arising out of an alleged act or omission that occurred or allegedly occurred while the employee was acting within the course and scope of his/her duties as an employee. The City's defense obligations shall be subject to the conditions and limitations set forth in this article. The City shall not be obligated to pay defense fees in excess of the following amounts:

Murder – Homicide	\$10,000.00
Other major felonies	\$7,500.00
Minor felonies	\$5,000.00
Misdemeanors	\$2,500.00

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TEAMSTERS LOCAL 507

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DATE

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CITY OF CLEVELAND

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DATE