

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: November 21, 2019
Ratified by Membership: December 4, 2019

1. WAGES -- ARTICLE 31

a. Wages

Increase base pay rate as follows:

First year: 2% effective April 1, 2020

Second year: 2% (per Paragraph 123)

Third year: 2% (per Paragraph 123)

b. Amend Paragraph 129 to read as follows:

Employees who are "ASE" certified will receive ~~an annual \$200 lump sum~~ **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.

The City also agrees to reimburse employees for the cost of one attempt at taking the recertification test **for each 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.

~~Employees will receive a \$500, one-time lump-sum payment, not rolled into the base pay, payable within a reasonable time following ratification.~~

2. HEALTH COVERAGE -- ARTICLE 27

a. Paragraph 93(a) – Amend Paragraph 93(a) to read as follows:

(a) Effective ~~November 1, 2018~~ **April 1, 2020**, employee monthly contributions shall be deducted from the member’s wages as follows:

	WELLNESS		NON-WELLNESS	
	<u>Individual Coverage</u>	<u>Family Coverage</u>	<u>Individual Coverage</u>	<u>Family Coverage</u>
PPO Plus (including Rx, dental and vision coverage)	15%	14%	19%	18%

b. Paragraph 93(c) – Amend Paragraph 93(c) to read as follows:

To qualify for the wellness premium contribution rates, the employee must complete annually a health-risk assessment and have participated once annually in a biometric screening. The screening can be attained either through a program offered by the City, at its option, or by the employee through an annual physical conducted by a physician. The screening shall require the following measurements:

- Height
- Weight
- Body Mass Index (BMI)
- Waist circumference
- Blood pressure

The screening shall also require a blood sample to measure:

- Total cholesterol

High-density lipoprotein (HDL)

Glucose

Low-density lipoprotein (LDL) (available only with the fasting test)

Triglycerides (available only with the fasting test)

The discount shall take effect the month following the employee's satisfaction of these screening requirements. The City shall ~~establish the initial deadline in 2014~~ **en notify employees of the deadline by** 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.

- c. Paragraph 97 – Amend Paragraph 97 to read as follows:

All regular full-time employees who have completed ninety (90) days continuous service with the City will be provided with \$15,000 Group Term Life Insurance. **Effective April 1, 2020, Group Term Life Insurance coverage will increase to \$25,000 per employee.**

- d. Paragraph 98 in the 2016-2019 Agreement will remain unchanged in the 2019-2021 Agreement and the City will implement the following dental benefits enhancements effective April 1, 2020:

- Reduce deductible to \$25-single/\$50-family (from \$50 for both);
- Increase the basic co-insurance to ninety percent (90%) (from eighty percent (80%));
- Increase orthodontia lifetime maximum to two thousand dollars (\$2,000) (from one thousand five hundred dollars (\$1,500)); and
- Increase annual maximum to two-thousand dollars (\$2,000)(from one thousand dollars (\$1,000)).

- e. Paragraph 99 in the 2016-2019 Agreement will remain unchanged in the 2019-2021 Agreement and the City will implement the following vision benefits enhancements effective April 1, 2020:

- Increase frame allowance to one hundred and fifty dollars (\$150) (from one hundred and twenty dollars (\$120));
 - Reduce UV co-pay to zero dollars (\$0)(from sixty dollars (\$60));
 - Increase elective contact lens allowance to one hundred dollars (\$100)(from seventy-five dollars (\$75));
 - Reduce eye examination frequency to once every twelve (12) months (from once every twenty-four (24) months); and
- No progressive maximum included.

3. **ARTICLE 2 - RECOGNITION**

Paragraph 3 – Add “Heavy Duty Technician II” to the list of job classifications included in the bargaining unit and add Heavy Duty Technician II to the Step Schedules Addendum.

4. **ARTICLE 15 – LEAVES OF ABSENCE**

Paragraph 57(e) – Amend Paragraph 57(e) to read as follows:

Upon retirement or death, an employee, or his/**her** legal representative, shall have the right to convert his/**her** accumulated sick leave into a single payment by check or direct deposit at the rate of one (1) day’s pay for each three (3) days of unused accumulated paid sick leave. **For employees hired by the City prior to March 31, 2020, the pay rate used shall be the last three (3) year average of earnings, O.T., and longevity pay divided by two thousand-eighty (2,080) hours. For employees hired by the City after March 31, 2020, the pay rate used shall be the employee’s base pay rate at the time of retirement or death.** Once an employee has converted accumulated sick leave, as provided herein, the remaining unconverted hours shall be eliminated from the employee’s balance.

5. **ARTICLE 8 – UNION SECURITY**

a. Paragraph 15 – Amend Paragraph 15 to read as follows:

The City agrees that pursuant to the provisions of Ohio Revised Code 4117 *et seq.* a majority of the employees in the bargaining unit previously elected the Union to serve as their duly authorized bargaining agent and that, pursuant to that election, the Union is duly elected, lawfully, authorized, sole and exclusive representative of all employees in the bargaining unit including all employees working in the classifications identified herein and all employees performing any work covered by this collective bargaining agreement.

b. Paragraph 16 – Amend Paragraph 16 to read as follows:

The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. **The City’s obligation to make said deductions shall terminate automatically upon termination of the employment or transfer to a job classification outside the bargaining unit.**
~~Provided that—~~

~~(a) An employee shall have the right to revoke such authorization by giving written notice to the City and the Union within 30 days of the termination of this Contract.~~

~~(b) The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.~~

c. Paragraph 17 – Amend Paragraph 17 to read as follows:

Deductions shall be made during the second pay period of each month. The Union shall provide the City with at least thirty (30) days advance written notice of any changes in either the dues or fair share fee deduction amounts.

6. **ARTICLE 26 – CALL-IN PAY**

Paragraph 91 – Amend Paragraph 91 to read 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 ~~pay 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.

7. **ARTICLE 40 – DURATION**

Amend Article 40 to read as follows:

This 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, 2019~~22~~. This Contract shall supersede all previous agreements and memorandums.