

**TENTATIVE AGREEMENT SUMMARY (revised)**  
**between**  
**THE CITY OF CLEVELAND**  
**and the**  
**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, DISTRICT**  
**COUNCIL NO. 6, AFL-CIO, LOCAL 639**  
**August 4, 2023**

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**1. WAGES -- ARTICLE 26**

- **Wages**

2-percent: retroactive to April 1, 2022  
 3-percent: retroactive to April 1, 2023  
 2-percent: effective April 1, 2024

**2. INSURANCE -- ARTICLE 23, APPENDICES**

No changes

**3. UNION RIGHTS – ARTICLE 4**

Delete, renumber subsequent Articles accordingly

**4. NON-DISCRIMINATION – ARTICLE 7**

¶10: Revise as follows:

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, or any other characteristic protected by law.

**5. LEAVES OF ABSENCE – ARTICLE 15, Section B – Funeral Leave**

- ¶33: reduce in-state leave to three (3) days and out-of-state leave to five (5) days

**WITHDRAWN**

**6. LEAVES OF ABSENCE – ARTICLE 15, Section D – Military Leave**

¶¶36-39: 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.

**7. LEAVES OF ABSENCE – ARTICLE 15, Section F – Sick Leave with Pay**

- ¶41(c): require employees to call in at least two hours before the start of their shift in order to be granted paid sick leave
- ¶41(e): Base sick leave cash-out on current hourly rate (not on 3-year average of earnings).

**WITHDRAWN**

**8. OVERTIME-PREMIUM PAY – ARTICLE 19**

¶53: Delete reference to overtime for hours worked in excess of eight (8) in a day.

**WITHDRAWN**

**9. CALL-IN PAY – ARTICLE 18**

Revise to provide minimum of two (2) hours pay

**WITHDRAWN**

**10. HOLIDAYS – ARTICLE 20**

¶55: Revise to state that there are twelve (12) paid holidays inclusive of two floating holidays and add Juneteenth National Independence Day as a fixed holiday

**11. ARTICLE 21 – VACATIONS**

¶58: replace 3<sup>rd</sup> sentence regarding time period to submit vacation preferences from 1<sup>st</sup> quarter of calendar that vacation will occur to 4<sup>th</sup> quarter of calendar year before vacation will occur

**12. UNIFORMS – ARTICLE 22**

¶59: Retroactive to April 1, 2022, \$10.00 increase in shoe allowance; \$75.00 increase in combined uniform-purchasing/uniform-maintenance allowance

**13. DISCIPLINE – ARTICLE 24**

¶64a: Add new paragraph:

If an employee is charged with a felony and held in custody, he shall be placed on an unpaid administrative leave pending the adjudication of his criminal charges. If the employee is convicted of the criminal charges and required to serve a period of incarceration, his employment with the City of Cleveland shall be terminated. If the employee is convicted or pleads guilty but released from custody and not required to serve a period of incarceration or found to be not guilty, the City shall schedule a pre-disciplinary hearing following the adjudication of the criminal charges.

**14. GRIEVANCE PROCEDURE – ARTICLE 25**

¶79: Revise as follows:

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 alleged discrimination, retaliation or improper wages per Article 7, ¶10. In reaching his decision, the arbitrator shall have no authority (1) to add or subtract from or modify in any way any of the provisions of this Contract; (2) to pass upon issues governed by law other than claims of alleged discrimination or retaliation, 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.

**WITHDRAWN**

¶81: Add language that a grievance not timely filed and processed by the Union shall result in the denial of the grievance with prejudice; and confirm that a grievance not timely answered by the City shall result in the grievance advancing to the next step

¶72: require that grievances for wages/Step placement be filed at Step 2 (Department level)

**15. PARENTAL LEAVE**

The parties will execute a side-letter agreement that states as follows:

Bargaining unit employees will be eligible to participate in any parental leave policy or program established by the City for any other non-bargaining or bargaining unit employees. Prior to implementing the Policy, the parties agree to meet, confer, and agree on any required amendments to the 2022-25 Labor Agreement that are reasonably necessary to implement the Paid Parental Leave Policy.

**16. MISCELLANEOUS**

- Correct typos and update and delete dates.
- Change references to articles and job titles to coincide with current status.

**17. DURATION – ARTICLE 27**

- ¶89: Three years – Date of ratification or acceptance of Fact-Finder’s Report and Recommendations through March 31, 2025

**\*\*The City reserves the right to modify or add to these proposals at any time prior to impasse.\*\***