

EXECUTIVE SUMMARY OF AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Cleveland Public Power)**

(Approximately 130 employees currently in this bargaining unit)

**Reached: February 20, 2020
Ratified by Membership: March 3, 2020**

1. WAGES – ARTICLE 46

a. Base wage increase:

First year: 2.0% retroactive to April 1 2019 for all current employees and employees who retired through the Ohio Public Employee Retirement System after April 1, 2019 but prior to execution of the 2019-2022 contract.

Second year: 2.0% effective April 1, 2020

Third year: 2.0% effective April 1, 2021

b. Retention bonus:

Current employees in the Senior Lineman, Electric T&D Inspector, Lineman Leader, Trouble Line Worker, Line Switchman, Line Foreman (Day), Line Foreman (Night), Senior Cable Splicer, Cable Foreman, Transformer Repair Foreman, Underground Conduit Foreman job classifications as of the date of execution and on the dates set forth will receive the following hourly retention bonuses:

Effective April 1, 2019: \$1.67/hour;
Effective April 1, 2020: \$3.17/hour;
Effective April 1, 2021: \$4.67/hour.

2. INSURANCE -- ARTICLE 35

- Maintain employee premium contribution rates and plan design of 2016-2019 CBA in effect through March 31, 2022.

- Effective April 1, 2020, implement the following dental coverage enhancements:
 - 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)).

- Effective April 1, 2020, implement the following vision coverage enhancements:
 - 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.

- Effective April 1, 2020, increase City-paid life insurance coverage from \$15,000 to \$25,000

3. UNIVERSAL

Standardize all articles to reflect numbered sections – e.g., Section 1.01.

4. UNION AND EMPLOYEE RIGHTS - ARTICLE 7

Amend the paragraphs below to read as follows:

The City will deduct regular initiation fees, ~~fair-share fees~~, monthly dues, and assessments from the pay of employees in the bargaining unit covered by this Contract upon receipt and proper designation from the Union and employees, provided that:

1. An employee shall have the right to revoke an authorization of dues deduction giving written notice to the City and the Union ~~during the last thirty (30) days of~~ **at any time during the term of** this Contract, ~~and the authorization card shall state clearly on its face the right of an employee to revoke during this time period~~ **but such revocation shall not take effect until the end of the month in which the notification is given.**

All non-probationary employees covered by this Contract, who are members of the Union

shall be required to pay dues. Employees are not required to join the Union as a condition of employment, ~~however, non probationary employees shall, during the term of this Contract be subject to pay a service fee or fair share fee in an amount not to exceed the union dues for the purpose of administering the provision of this Contract. The Union shall establish the amount of said fee and the Union shall provide the City with at least thirty (30) days advance notice of any change in the fair share fee amount.~~

In 2018, the U.S. Supreme Court's decision in *Janus v. AFSCME*, No. 16-1466, 585 U.S. ____ (2018) ("*Janus*") rendered the fair share fee terms in the parties' collective bargaining agreement unenforceable. If, during the term of this Agreement, the applicable law changes such that the all of the fair share fee terms in effect in the parties' Agreement prior to *Janus* are lawful, the parties agree to reinstate those terms on a mutually agreed-upon date. If there is a change in the applicable law but either party believes that such change does not allow reinstatement of the prior terms, the parties will meet to discuss whether the Agreement can lawfully include fair share fee terms and attempt to negotiate legally enforceable terms. This provision does not constitute a reopener of this Agreement and does not affect, amend, or revise any of this Agreement's other terms or duration. Discussions or negotiations in which the parties may engage pursuant to this provision are not subject to the dispute resolution provisions of Ohio Revised Code Chapter 4117.

5. **EMPLOYEE SENIORITY - ARTICLE 11**

Amend the Trouble Lineman section to read as follows:

Trouble Lineman

Shall have ~~eighteen (18)~~ **twelve (12)** months of senior lineman experience **and six (6) months working with the Cleveland Public Power systems.** The employee with the most journeyman lineman or higher classification seniority in the Division of Cleveland Public Power Time spend as a low tension lineman or low tension leader, after first being certified and serving as a lineman or above shall also count for the purpose of journeyman lineman classification seniority.

6. **LEAVES OF ABSENCE - ARTICLE 14**

Section H – Amend the last sentence of Section H(5) to read as follows:

The pay rate used shall be the same three (3) years average of earnings, overtime and longevity pay divided by 2080 hours. **The pay rate used for employees hired after March 31, 2020 will be the employee's base hourly wage rate at the time of retirement or death.**

7. **SAFETY - ARTICLE 21**

HIGH VOLTAGE, Paragraph 1 – Amend Paragraph 1 to read as follows:

The City shall test all rubber gloves and protective equipment ~~shall be tested monthly every six months or per NFPA standards.~~ The City will make compliant rubber gloves and protective equipment available to employees at all times. Each man employee is responsible for maintaining his/her own equipment. Foremen and leaders are responsible for maintaining truck equipment.

8. **TOOLS - ARTICLE 22**

Amend the second paragraph of Article 22 to read as follows:

The Division of Cleveland Public Power will supply an 8-inch screwdriver, lineman pliers, lineman skinning knife, 44-ounce hammer, mini 5-in-1 tool, channel locks, 6-foot non-conductive ruler, **volt meter, voltage detector (mushroom), 14-inch bolt cutters,** and an LED flashlight.

9. **STAFFING – ARTICLE 23**

Paragraphs (A), (B), and (D) – Amend Paragraphs (A), (B), and (D) to read as follows:

A. Cable Pulling Crews

Six (6) men, inclusive of two (2) journeymen **Linemen** and one (1) Foreman.

B. Line Crew

Four (4) men, consisting of two (2) **journeymen** Linemen, one Line Helper driver or qualified apprentice, and a Foreman.

The above are the minimum normal crew assignments.

D. Repair/Loop Crew

One (1) journeyman Lineman and one (1) apprentice Lineman or line helper driver. If an apprentice is in the air, a journeyman **Lineman** shall be on the ground.

10. **OVERTIME – ARTICLE 28**

Paragraph (J) – Amend the Paragraph (J) to read as follows:

If an employee does not answer a call-out for overtime, the person making the call-out calls shall proceed to the next employee on the call-out list. If a voice-mail or answering

machine responds to the call-out, a message stating a call-out opportunity shall be left on the device. If the employee calls back before the need for that classification is filled, the employee shall be allowed to be a member of that crew. ~~If an employee calls back before the crew is assembled but after the need for that employee's classification is filled, that employee shall be recorded as having "responded" and shall not be charged for refusal or overtime.~~ If an employee respond after the crew is assembled or does not respond, the employee shall be recorded as having refused the assignment of overtime.

11. CLOTHING ALLOWANCE – ARTICLE 36

Amend Section 2 to provide as follows:

The annual uniform allowance set forth in Section 2 will be paid on or before March 1, 2020. For 2021 and thereafter, there will be no annual uniform allowance and the Employer will provide uniforms meeting the necessary rating specifications to employees.

The tool/clothing maintenance allowance set forth in Section 3 will be paid on or before March 1, 2020. For 2021 and thereafter, the annual tool/clothing maintenance allowance will increase to eight hundred and seventy-five dollars (\$875.00) and shall be paid on or before March 1 or each calendar year.

12. ARTICLE 40 – DURATION

Amend Article 40 to read as follows:

This Contract shall be effective as of the 1st day of April, ~~2016~~ **2019**, and shall remain in full force and effect until March 31, ~~2019~~ **2022**, 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, ~~2019~~ **2022**, 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, ~~2018~~ **2021**. In the event that either party desires to terminate this Contract, written notice must be given to the other party not less than three (3) months prior to the desired termination date which cannot be sooner than April 1, ~~2019~~ **2022**.