

EXECUTIVE SUMMARY OF AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

OHIO NURSES ASSOCIATION

(Approximately 3 employees currently in this bargaining unit)

Reached: January 27, 2023
Ratified by Membership: February 1, 2023

1. ARTICLE 25 - WAGES

a. Base Wage Increases

First year: 2% base pay increase retroactive to April 1, 2022

Second year: 2% base pay increase effective April 1 2023

Third year: 2% base pay increase effective April 1, 2024

b. Wage Step Adjustments

Effective April 1, 2022 amend the wage scale as follows and then apply the increases above:

Start	\$57,000
After 1 year (2.5%)	\$58,425
After 2 years (2.5%)	\$59,886
After 3 years (2.5%)	\$61,382
After 4 years (2.0%)	\$62,609

Add the following sentence:

Retroactive pay adjustments will only be provided to employees who are actively employed on the date of ratification or who retired prior to ratification pursuant to OPERS retirement requirements.

c. **BSN Differential – Paragraph 84**

Effective on April 1, 2023, increase differential for having a Bachelor of Science in Nursing by \$.25 from \$.35/hour to \$.60/hour.

d. **Preceptor Differential – Paragraph 85**

Effective on April 1, 2023, increase differential for precepting students or new hires by \$.25 from \$.75/hour to \$1.00/hour.

e. **Signing Bonus**

Employees employed as of the date of ratification (ratified by both the bargaining unit and City Council) of the CBA to receive a \$500.00 one-time, lump-sum payment, payable within sixty (60) days of ratification.

2. **ARTICLE 32 – INSURANCE COVERAGE**

Maintain current contract language.

3. **ARTICLE 6 – NON-DISCRIMINATION**

Amend the first sentence of Paragraph 13 to read as follows:

The City and ONA 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, military/**veteran** status, ~~sexual orientation~~, genetic information (in accordance with Title II of the Genetic Information Nondiscrimination Act, P.L. 110-233), or age (**for those age 40 or older**), or **any other characteristic protected by law**.

4. **ARTICLE 7 – ONA VISITATION AND REPRESENTATION**

a. New Paragraph – Add the following new Paragraph to Article 7 and renumber all following paragraphs as needed:

The City will provide the ONA staff representative and the local unit representative with the following information regarding new hires in the bargaining unit: name; home address; home and cell phone number; date of hire; salary; classification; regular work location; and program(s) to which the employee will be assigned. The City will provide said information to ONA no fewer than thirty (30) calendar days after the employee’s start date.

b. New Paragraph – Add the following new Paragraph to Article 7 and renumber all following paragraphs as needed:

Effective April 1, 2023 and each contract year thereafter, the Union shall be given up to forty (40) hours of paid release time per calendar year for its local unit representative(s) to attend Union conferences, meetings and/or conventions. The leave time will be used in increments of eight (8) hours or more. The local unit representative will request use of such time from her manager no fewer than thirty (30) calendar days prior to the date of use. Requests for use of this time will not be unreasonably denied.

5. **ARTICLE 16 – LEAVES OF ABSENCE**

Paragraphs 46 through 50 - Delete Paragraphs 46 through 50 and replace with the following:

Nurses 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 leave of absence from their positions without loss of pay for the time they are performing service in the uniformed services in accordance with City Ordinance Section 171.57.

6. **ARTICLE 29 – HOLIDAYS**

Paragraph 98 – Amend Paragraph 98 to read as follows:

All regular full-time employees shall be entitled to ~~eleven (11)~~ **twelve (12)** paid holidays as follows (**inclusive of the two (2) personal holidays set forth in Paragraph 99**):

New Year’s Day	Independence Day
Martin Luther King, Jr. Day	Good Friday
President’s Day	Labor Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas

7. **ARTICLE 37 – DISCIPLINE**

Paragraph 121 – Amend the third sub-paragraph of Paragraph 121 to read as follows:

The City shall have the right to discipline or discharge a nurse for just cause. Pursuant to the City’s policy on Time and Attendance, C-3 dated ~~April 17, 2009~~ **September 28, 2015**, a nurse who is disciplined under this policy shall have ~~seven (7)~~ **five (5)** steps of progressive discipline administered beginning with a written warning up to and including discharge from employment. The City reserves the right to skip steps of progressive discipline in the event of a nurse’s egregious behavior (e.g., theft, abuse or sale of drugs). Pursuant to the City’s Progressive Discipline Program, C-24 dated March 5, 2012, a nurse who is disciplined under this policy for performance issues shall have five (5) steps of progressive discipline administered beginning with a written reprimand up to and including discharge. The City reserves the right to skip steps of progressive discipline in

the event of a nurse's egregious behavior (e.g., theft, abuse or sale of drugs). This provision shall not prohibit the City from changing the aforementioned policies. However, the City shall continue to provide notice to the ONA and bargain over the effects of any change proposed.

8. **ARTICLE 39 – GRIEVANCE PROCECURE**

- a. Paragraph 129 – Delete Paragraph 129 in its entirety (appeal to Civil Service Commission)
- b. Paragraph 134 – Amend Paragraph 134 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 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 or submission of briefs.

9. **ARTICLE 42 – DURATION**

Paragraph 140 – Amend Paragraph 140 to read as follows:

This Contract represents a complete and final understanding of all negotiated issues between the City and ONA and it shall be effective ~~as of April 1, 2019~~ **upon ratification except as otherwise set forth herein**, and remain in full force and effect through March 31, 20225.

10. **SIDE LETTER REGARDING REMOTE SWIPING**

The parties will execute a side letter stating the following:

To facilitate efficiency and provide flexibility for Nurses assigned to field duties, the City will provide employees with the ability to confirm work start times remotely in accord with its operational needs and available technology. The ONA and the City will continue to discuss this issue through the Labor Management Committee process set forth in Article 11 of the collective bargaining agreement as needed.