

NEGOTIATIONS BETWEEN
CITY OF CLEVELAND
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
UTILITIES POLICE

TENTATIVE AGREEMENT

September 6, 2018

1. WAGES – ARTICLE 32

- Wage increases

First year: wage freeze

Second year: 2.0% retroactive to 4/01/17

Third year: 2.0% retroactive to 4/01/18

- \$500 one-time signing bonus. Probationary employees employed at the time of ratification will be eligible for this bonus upon successful completion of their probationary period.
- Eliminate 1st step of the step schedule effective September 1, 2018 and move employees currently at that step to the revised 1st step level effective September 1, 2018. The 2.0% wage increases shall not be applied to the revised 1st step.

2. INSURANCE – ARTICLE 23

- Effective September 1, 2018, modify employee-premium contributions by requiring employees to pay eighteen percent (18%) / family and nineteen percent (19%) / single of the City's monthly premium cost for hospitalization, prescription drug, vision and dental coverage. Allow for employee premium contributions to be reduced to fourteen percent (14%) / family and fifteen percent (15%) / single for those employees participating in City-defined wellness initiatives.
- Effective September 1, 2018, premium contributions will be increased to fifteen percent (15%) / family and sixteen percent (16%) / single for those employees participating in City-defined wellness initiatives. Non-wellness premium contributions will be nineteen percent (19%) / family and twenty percent (20%) / single coverage.
- Effective September 1, 2018, modify plan-design on Plus plan as follows:

- Modify annual deductible to \$1000 single / \$2000 family
- Increase out-of-pocket maximums to \$2000 single / \$4000 family for in-network (out-of-network terms to continue to be set by the carrier)
- Modify premium contributions for an optional high deductible plan by requiring employees to pay nine percent (9%)/family and ten percent (10%)/single of the City's monthly premium cost for hospitalization, prescription drug, vision and dental coverage. Allow for employee premium contributions to be reduced to five percent (5%)/family and six percent (6%)/single for those employees participating in City-defined wellness initiatives. See attached plan design.
- Eliminate HMO options.
- Add language to allow for City, per its discretion, to implement a smoking-cessation incentive program.

3. **RECOGNITION – ARTICLE 2**

Change title from "Security Officer" to "Utilities Police Officer."

4. **FUNERAL LEAVE – ARTICLE 11**

Correct typo in Paragraph (41) as follows:

...in the event of the death of a member's spouse...

5. **OVERTIME EQUALIZATION – ARTICLE 17**

- Modify Paragraph 76 as follows (with remainder of paragraph remaining as is):

...The City shall attempt to equalize anticipated overtime among all bargaining unit members. The City shall possess the right to require an employee to work anticipated overtime if the City is unable to fill a particular opportunity for anticipated overtime with an individual from the call-in list. The City shall also possess the right, based on operational needs, to require an employee to work anticipated overtime without first being required to progress through the call-in list...

6. **PAY DAY – ARTICLE 24**

Modify to eliminate payment by paycheck.

7. UNIFORM ALLOWANCE – ARTICLE 26

Increase uniform allowance (not maintenance allowance) by fifty dollars (\$50.00).

8. RANGE QUALIFICATIONS – ARTICLE 27

- Paragraph 118 – Delete

9. LMC – ARTICLE 28

Add following as proper subjects for LMC meetings: “grievances and other workplace issues”

10. GRIEVANCE PROCEDURE – ARTICLE 31

Eliminate Step 1

11. FAMILY DAY – NEW LANGUAGE

Add one (1) Family Day to be drawn from an employee’s accrued compensatory time. A request for a family day shall be granted by management under the following conditions:

- No more than one (1) employee per shift can utilize a family day on the same day
- Employees can utilize a family day provided they have requested it with at least twenty-one (21) days advance notice
- Family days shall be granted on a first-come, first-served basis

12. BILL OF RIGHTS – NEW LANGUAGE

Add the following language:

Bargaining unit members shall be entitled to the following rights:

1. A bargaining unit member who is questioned as a suspect in an internal investigation ordered by the Chief or his designee, shall be advised of the nature of the internal investigation prior to such questioning, and shall ultimately be advised in writing as to the disposition of such investigation.
2. In a criminal investigation, interview or interrogation the employee shall be provided the same constitutional and statutory safeguards afforded to all citizens.

3. The employee may be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of the state or the United States.
4. At the request of any police officer under investigation, he shall have the right to be represented by any union representative of his choice -- provided the chosen representative is readily available -- who shall be present at all times during such questioning whenever such questioning may result in disciplinary action or criminal charges against the police officer.

The parties to withdraw all remaining proposals.

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