

NEGOTIATIONS BETWEEN  
CITY OF CLEVELAND  
AND  
LABORERS, LOCAL 1099  
(SUPERVISORY AND NON-SUPERVISORY)  
EXECUTIVE SUMMARY  
February 7, 2019

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Supervisory

1. WAGES – ARTICLE 51

• Wages

First year: wage freeze  
Second year: 2%, retroactive to April 1, 2017  
Third year: 2%, retroactive to April 1, 2018

The City shall also provide a one-time, Five Hundred Dollar (\$500.00) lump-sum payment, not rolled into the base wages, payable within a reasonable time following execution by all parties of the labor agreement to the following bargaining unit employees who are in paid status on the date Council ratifies this LBFO:

- All regular, full-time, non-probationary employees;
- All non-probationary, part-time employees who are assigned to a regular schedule and who are assigned to that regular schedule, on average, twenty-four (24) or more hours per week; the review period in determining that average will be the most recent 90-day period preceding execution by all parties of the labor agreement;
- All probationary employees, once they successfully complete their probationary period, provided they are full-time or otherwise satisfy the above-defined part-time threshold
- All seasonal employees who have been employed during all or part of the six (6)-month period immediately preceding execution by all parties of the labor agreement and have worked twenty-four (24) hours or more per week averaged over that six-month period.
- All seasonal, part-time and probationary employees not meeting the aforementioned thresholds are excluded from the payment.

2. PAY DAY – ARTICLE 39 (needs to be renumbered)

¶129: Delete option of receiving payment via paper check; employee's retain option of compensation payment through direct deposit and/or debit cards

¶¶130-31: Delete as unnecessary

3. INSURANCE – ARTICLES 36-39, ADDENDA III-IV

- Effective no earlier than sixty (60) days following execution by all parties of the labor agreement, premium contributions will be increased to fourteen percent (14%)/family and fifteen percent (15%)/single for those employees participating in City-defined wellness initiatives. Non-wellness premium contributions will be eighteen percent (18%)/family and nineteen percent (19%)/single coverage.
- Effective no earlier than sixty (60) days following execution by all parties of the labor agreement, modify plan-design on Plus plan as follows:
  - Modify annual deductible to \$750 single / \$1500 family
  - Increase out-of-pocket maximums to \$1500 single / \$3000 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.
- Smoking Cessation. The City reserves the right to implement a smoking-cessation incentive policy during the life of this contract.

4. UNION SECURITY – ARTICLE 7,

¶15: Delete language re: payment of fair share fees per U.S. Supreme Court decision

NEW: Establish program for voluntary fair share fee payroll deduction

5. UNION VISITATION – ARTICLE 9, ¶29

Correct typo; change "Article VIII" to "Article 8"

6. SENIORITY—ARTICLE 12

- ¶32: Modify such that seniority is broken for being AWOL (no-call/no-show) for three (3) consecutive days (currently five (5) consecutive days).
- ¶¶33-34: Modify such that seniority reports will be sent upon request.

7. LEAVE OF ABSENCE/GENERAL LEAVE – ARTICLE 14, ¶45

Correct typo; change “Article IL” to “Article 49”

8. SICK LEAVE WITH PAY—ARTICLE 22

- ¶60F: Delete (annual sick leave statement).

9. HOURS OF WORK – ARTICLE 26

¶76: Replace “Mayor’s Executive Secretary” with “Labor Relations Office.”

¶86: Correct typo; change “84” to “87”

10. OVERTIME – ARTICLE 28, ¶¶88, 89, 89a (NEW)

Non-substantive reordering of contract language

11. DISCIPLINE – ARTICLE 42, ¶139

Replace President with Business Manager as recipient of copies of discipline

12. GRIEVANCE PROCEDURE – ARTICLE 43, ¶150

Replace AAA with FMCS

13. UNIFORMS – ARTICLE 47, ¶164

- Add following language:

Employees who are in “unpaid leave” (other than FMLA or military leave), “suspended” or “layoff” status shall not be entitled to uniform allowances and uniform maintenance allowances until and unless they return to “active” status.

- Delete reference to 1996 Side Letter.

14. DURATION – ARTICLE 54

Three (3) years – Date of ratification through March 31, 2019

15. LETTERS OF UNDERSTANDING

Delete letters of understanding I, II, and VI.

16. HOUSEKEEPING

Change references in the contract from “cash” to “check” or “voucher.”



## Non-Supervisory

### 1. WAGES – ARTICLE 51

#### • Wages

First year: wage freeze  
Second year: 2%, retroactive to April 1, 2017  
Third year: 2%, retroactive to April 1, 2018

All employees employed as of the date of ratification of the 2016-2019 Agreement shall receive a one-time lump sum payment of Five Hundred Dollars (\$500.00), not rolled into the base, payable within a reasonable time following execution by all parties of the labor agreement.

### 2. PAY DAY – ARTICLE 40

¶135A: Delete option of receiving payment via paper check; employee's retain option of compensation payment through direct deposit and/or debit cards

¶135B-C: Delete as unnecessary

### 3. INSURANCE – ARTICLES 35-38, ADDENDA III-IV

- Effective no earlier than sixty (60) days following execution by all parties of the labor agreement, premium contributions will be increased to fourteen percent (14%)/family and fifteen percent (15%)/single for those employees participating in City-defined wellness initiatives. Non-wellness premium contributions will be eighteen percent (18%)/family and nineteen percent (19%)/single coverage.
- Effective no earlier than sixty (60) days following execution by all parties of the labor agreement, modify plan-design on Plus plan as follows:
  - Modify annual deductible to \$750 single / \$1500 family
  - Increase out-of-pocket maximums to \$1500 single / \$3000 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.

- Smoking Cessation. The City reserves the right to implement a smoking-cessation incentive policy during the life of this contract.

4. UNION SECURITY – ARTICLE 7,

¶15: Delete language re: payment of fair share fees per U.S. Supreme Court decision

NEW: Establish program for voluntary fair share fee payroll deduction

5. UNION VISITATION – ARTICLE 9, ¶29

Correct typo; change “Article VIII” to “Article 8”

6. SENIORITY—ARTICLE 12

¶¶35-36: Modify such that seniority reports will be sent upon request.

7. LEAVE OF ABSENCE/GENERAL LEAVE – ARTICLE 14, ¶45

Correct typo; change “Article IL” to “Article 49”

8. HOURS OF WORK – ARTICLE 26

¶82: Replace “Mayor’s Executive Secretary” with “Labor Relations Office.”

¶86: Correct typo; change “84” to “87”

9. PROMOTIONS AND TRANSFERS – ARTICLE 25

¶81: Add the following sentence at the end:

After two (2) complete years of service in the same classification, seasonal and part-time employees may bid on full-time positions.

10. OVERTIME – ARTICLE 27, ¶¶88, 89, 89a (NEW)

Non-substantive reordering of contract language

11. DISCIPLINE – ARTICLE 41, ¶139

Replace President with Business Manager as recipient of copies of discipline

12. GRIEVANCE PROCEDURE – ARTICLE 42, ¶150

Replace AAA with FMCS

13. UNIFORMS – ARTICLE 46, ¶165

- Add following language:

Employees who are in “unpaid leave” (other than FMLA or military leave), “suspended” or “layoff” status shall not be entitled to uniform allowances and uniform maintenance allowances until and unless they return to “active” status.

- Delete reference to 1996 Side Letter.

14. DURATION – ARTICLE 54

Three (3) years – Date of ratification through March 31, 2019

15. LETTERS OF UNDERSTANDING

Delete letters of understanding I, II, and VI.

16. HOUSEKEEPING

Change references in the contract from “cash” to “check” or “voucher.”

# **HEALTH CARE ADDENDUM HIGH DEDUCTIBLE PLAN**

	<u>In-Network</u>
a. Annual Deductible:	\$2000 single \$4000 family
b. Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c. Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$4000 single \$8000 family
d. -- Doctor and other Office visits: -- Specialists:	\$40.00 Co-pay \$60.00 Co-Pay
e. Use of Emergency Room:	\$250.00 Co-pay (Co-pay waived if admitted)
	Non-Emergency use \$200.00 Co-pay plus 80% Co-Insurance
f. Wellness/Preventive Services:	
Routine Physical Exam (One exam per benefit period):	100% not subject to deductible
Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	100% not subject to to deductible
Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
Routine Mammogram (One, limited to an \$85 maximum per benefit period):	100% not subject to deductible
Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible

CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):

100% not subject to deductible

Routine PSA Test:

100% not subject to deductible

Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period):

100% not subject to deductible

- g. Out-of-Network varies by standard carrier design.

**Note:** Coverage levels for out-of-network services will be as established by the carrier.