

MEMORANDUM OF AGREEMENT
between
THE CITY OF CLEVELAND
and
LABORERS LOCAL 860

The following Memorandum of Agreement (“MOA”) is reached between The City of Cleveland (the “City”) and Laborers’ Local 860 (“Local 860” or the “Union”). The parties agree as follows:

1. Pursuant to the Tentative Agreement Summary (the “TA Summary”) for the 2022-25 Labor Agreement between the City and Local 860 for the Non-Supervisors bargaining unit (the “Non-Supervisors Agreement”), the parties have agreed as follows:

Effective April 1, 2024, the City shall transfer all bargaining unit employees in the Waste Collector Civil Service classification who are in active employment status as of April 1, 2024, into the Municipal Service Laborer Civil Service job classification along with a commensurate prospective adjustment in wage compensation. The City and the Union shall execute a side-letter agreement to address the details of this transition.

2. The parties agree that the wage step schedules and wage rates for Waste Collectors and for Municipal Service Workers (“MSL”) under the Non-Supervisors Agreement are identical and that no further negotiations are needed over wages to facilitate the transition. Following the effective date, Waste Collectors who have transitioned to MSLs shall be paid under the MSL wage step schedule in accordance with their prior length of service as Waste Collectors.

3. Waste Collectors who have transitioned to MSLs shall be placed in the MSL seniority list in accordance with their length of service in the Waste Collector job classification.

4. Pursuant to the City’s right as stated in Article 24 of the Non-Supervisors Agreement, the City will make changes to the MSL job description and notify the Union upon completion as stated in that Article. Nothing in this paragraph is intended supersede Paragraph 2 of this MOA or to re-open the issue of the revised MSL job description to arbitration over wage rates.

5. The parties agree to extend the deadline for completing the transfer to May 1, 2024.

6. The City and Local 860 remain parties to the Non-Supervisors Agreement in full force and effect through March 31, 2025.

7. This MOA does not constitute a mid-term reopener of the Non-Supervisors Agreement, nor does it constitute an amendment or modification of the Non-Supervisors Agreement under Article 54, entitled Duration.

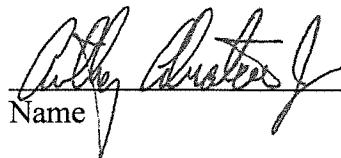
8. This MOA is entered into on a non-precedent setting basis and does not alter or amend the City or Local 860's rights and obligations under the Non-Supervisors Agreement or applicable law.

9. The City and Local 860 acknowledge and agree this MOA is not contingent upon ratification by Local 860's membership. Should Local 860 be required to submit this MOA to its membership for ratification under Local 860's bylaws, the City and Local 860 agree that rejection of this MOA by the Local 860 Non-Supervisors bargaining unit memberships would not require or legally obligate the City and Local 860 to meet to negotiate further over the terms and conditions detailed in Paragraphs 1-3, above.

10. This MOA contains the entire agreement between the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties. This MOA contains the full and final resolution of wages and all other issues related to transferring the Waste Collectors into the MSL classification.

11. Duly authorized representatives of the parties affix their signatures below to indicate their understanding and assent to all the terms contained in this MOA.

FOR LABORERS' LOCAL 860:


Name _____ Date 4/5/24

Business Manager/Secretary-Treasurer
Position

FOR THE CITY OF CLEVELAND:


Name _____ Date

Gen Director
Position

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1. Pursuant to the Tentative Agreement Summary (the “TA Summary”) for the 2022-25 Labor Agreement between the City and Local 860 for the Non-Supervisors bargaining unit (the “Non-Supervisors Agreement”), the parties have agreed as follows:

- Establish additional Asphalt Tamper positions and open the same for Civil Service testing and bidding;
- Establish a Seasonal Asphalt Tamper Civil Service classification, with the position to be filled via Civil Service testing;
- Move all Asphalt Tamper work to the full-time and seasonal Asphalt Tamper Civil Service classifications to be performed by employees in those classifications;
- Complete these actions within six (6) months following full execution of the 2022-25 Agreement.

2. The parties understand and agree that Asphalt Tamper work will be assigned in the first instance to available full-time and seasonal Asphalt Tamper, but that there may be instances when it will be necessary to assign temporarily such work to employees in other classifications who are qualified to perform the work in a manner consistent with the Non-Supervisors Agreement.

3. Nothing in this MOA is intended to limit the City’s managerial authority under Article 3 of the Non-Supervisors Agreement.

4. The City and Local 860 remain parties to the Non-Supervisors Agreement in full force and effect through March 31, 2025.

5. This MOA does not constitute a mid-term reopener of the Non-Supervisors Agreement, nor does it constitute an amendment or modification of the Non-Supervisors Agreement under Article 54, entitled Duration.


6. This MOA is entered into on a non-precedent setting basis and does not alter or amend the City or Local 860’s rights and obligations under the Non-Supervisors Agreement or applicable law.

7. The City and Local 860 acknowledge and agree this MOA is not contingent upon ratification by Local 860's membership. Should Local 860 be required to submit this MOA to its membership for ratification under Local 860's bylaws, the City and Local 860 agree that rejection of this MOA by the Local 860 Non-Supervisors bargaining unit memberships would not require or legally obligate the City and Local 860 to meet to negotiate further over the terms and conditions detailed in Paragraphs 1-3, above.

8. This MOA contains the entire agreement between the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties. This MOA contains the full and final resolution of wages and all other issues related to transferring the Waste Collectors into the MSL classification.

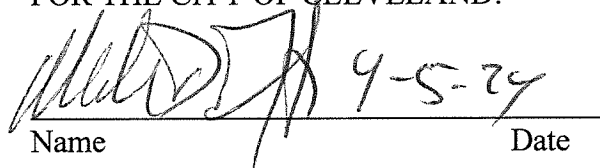
9. Duly authorized representatives of the parties affix their signatures below to indicate their understanding and assent to all the terms contained in this MOA.

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Name _____ Date 4/5/24

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Position

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Name _____ Date

Law Director
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- Establish additional Asphalt Tamper positions and open the same for Civil Service testing and bidding;
- Establish a Seasonal Asphalt Tamper Civil Service classification, with the position to be filled via Civil Service testing;
- Move all Asphalt Tamper work to the full-time and seasonal Asphalt Tamper Civil Service classifications to be performed by employees in those classifications;
- Complete these actions within six (6) months following full execution of the 2022-25 Agreement.

2. The parties understand and agree that Asphalt Tamper work will be assigned in the first instance to available full-time and seasonal Asphalt Tampers, but that there may be instances when it will be necessary to assign temporarily such work to employees in other classifications who are qualified to perform the work in a manner consistent with the Non-Supervisors Agreement.

3. Nothing in this MOA is intended to limit the City’s managerial authority under Article 3 of the Non-Supervisors Agreement.

4. The City and Local 860 remain parties to the Non-Supervisors Agreement in full force and effect through March 31, 2025.

5. This MOA does not constitute a mid-term reopener of the Non-Supervisors Agreement, nor does it constitute an amendment or modification of the Non-Supervisors Agreement under Article 54, entitled Duration.

6. This MOA is entered into on a non-precedent setting basis and does not alter or amend the City or Local 860’s rights and obligations under the Non-Supervisors Agreement or applicable law.

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The following Memorandum of Agreement is reached between The City of Cleveland (the “City”) and Laborers’ Local 860 (“Local 860” or the “Union”). The parties agree as follows:

1. Pursuant to the 2022-25 Labor Agreement between the City and Local 860 Supervisors bargaining unit (the “Agreement”), the parties have agreed that in exchange for the phasing out of plus adjustments, prevailing wage, and other special rates work, Airport Supervisors in active employment status on or after December 11, 2023, shall receive the following wage adjustments and increases:

- \$2.25/hour base wage increase to offset the phase-out of the special rates compensation; and
- 3% increase to the wage rate in effect on April 1, 2023, and after the application of the \$2.25/hour base wage increase.

2. Airport Field Foremen who have made an average hourly wage adjustment during the 26-pay period between December 12, 2022, and December 10, 2023, that is higher than \$2.25/hour shall be red-circled and shall receive additional, specific, one-time hourly wage adjustments for the difference from their 2023 average hourly adjustment and the \$2.25.

3. The following Airport Supervisors shall receive the foregoing wage adjustments: Christopher Walls, Reuben Watkins, Dencil Duhaney, Rasool Abdussatar and Michael Murphy.

4. The City and Local 860 remain parties to the Agreement in full force and effect through March 31, 2025.

5. This Memorandum of Agreement does not constitute a mid-term reopener of the Agreement, nor does it constitute an amendment or modification of the Agreement under Article 54, entitled Duration.

6. This Memorandum of Agreement is entered into on a non-precedent setting basis and does not alter or amend the City or Local 860’s rights and obligations under the Agreement or applicable law.

7. The City and Local 860 acknowledge and agree this Memorandum of Agreement is not contingent upon ratification by Local 860’s membership. Should Local 860 be required to submit this Memorandum of Agreement to its membership for ratification under Local 860’s bylaws, the City and Local 860 agree that rejection of this Memorandum of Agreement by the Local 860 Supervisors bargaining unit membership would not require or legally obligate the City and Local 860 to meet to negotiate further over the phase-out of plus adjustment compensation

for bargaining unit employees and corresponding compensation to bargaining unit employees to implement the same.

8. This Memorandum of Agreement contains the entire agreement between the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties.

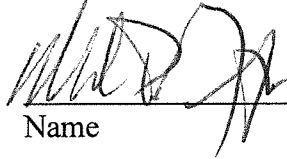
9. The wage adjustments detailed in Paragraph 2, above, shall continue until the employees listed in Paragraph 3, above, have left for any reason on a non-temporary basis their current Airport Supervisor positions, or until such other time as the parties by mutual agreement may establish.

10. Duly authorized representatives of the parties affix their signatures below to indicate their understanding and assent to all the terms contained in this Agreement.

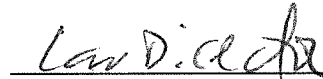
FOR LABORERS' LOCAL 860:

FOR THE CITY OF CLEVELAND:


Name
4/5/24
Date

 4-5-24
Name Date

Business Manager/Secretary-Treasurer
Position


Position

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The following Memorandum of Agreement is reached between The City of Cleveland (the "City") and Laborers' Local 860 ("Local 860" or the "Union"). The parties agree as follows:

1. Pursuant to the Tentative Agreement Summary (the "TA Summary") for the 2022-25 Labor Agreements between the City and Local 860 for the Supervisors and Non-Supervisors bargaining units (the "Supervisors Agreement" and the "Non-Supervisors Agreement"), the parties have agreed employees in the Paver job classification shall receive an 8% equity adjustment, effective upon full execution of the Non-Supervisors Agreement. The TA Summary, however, does not include a corresponding equity adjustment for employees in the Paving Foreman job classification.

2. The TA Summary also mentions a position entitled "District Paving Repair Foreman (n/k/a District Paving Repair Unit Leader, to be changed to District Asphalt Construction Unit Leader)" and assigns a wage of \$46.51/hour. The parties agree that this position does not exist, either as a civil service job classification or a job title within the Supervisors bargaining unit.

3. The TA Summary does not mention any special compensation to be received by Cemetery Maintenance Workers who previously received plus adjusted compensation to operate a back-hoe.

4. The parties agree to implement the following adjustments in response to the errors and omissions detailed in Paragraphs 1-3, above:

a) Paving Foreman shall receive an 8% equity adjustment, effective upon full execution of the Supervisors Agreement.

b) The Non-Supervisors and the Supervisors Agreements shall neither include a wage rate of any type for District Paving Repair Foreman nor any include mention of that non-existent job title.

c) Kevin Davis, currently employed as an Asphalt Construction Unit Leader will be transferred to a Street Maintenance District Unit Leader position, effective December 11, 2023.

d) Employees in the Cemetery Maintenance Workers I job classification who need to use the back-hoe, either because Cemetery Maintenance Worker II is unavailable or because two graves need to be dug at the same time, the employee will receive acting pay.

5. The City and Local 860 remain parties to the Supervisor and Non-Supervisor Agreements in full force and effect through March 31, 2025.

6. This Memorandum of Agreement does not constitute a mid-term reopener of the either the Supervisor or Non-Supervisor Agreements, nor does it constitute an amendment or modification of the Supervisor or Non-Supervisor Agreements under Article 54, entitled Duration.


7. This Memorandum of Agreement is entered into on a non-precedent setting basis and does not alter or amend the City or Local 860's rights and obligations under the Supervisor or Non-Supervisor Agreements or applicable law.

8. The City and Local 860 acknowledge and agree this Memorandum of Agreement is not contingent upon ratification by Local 860's membership. Should Local 860 be required to submit this Memorandum of Agreement to its membership for ratification under Local 860's bylaws, the City and Local 860 agree that rejection of this Memorandum of Agreement by the Local 860 Supervisors or Non-Supervisors bargaining unit memberships would not require or legally obligate the City and Local 860 to meet to negotiate further over the errors and omissions detailed in Paragraphs 1-3, above.

9. This Memorandum of Agreement contains the entire agreement between the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties.


10. Duly authorized representatives of the parties affix their signatures below to indicate their understanding and assent to all the terms contained in this Agreement.

FOR LABORERS' LOCAL 860:


Name _____ Date 4/5/24

Business Manager/Secretary-Treasurer
Position

FOR THE CITY OF CLEVELAND:

 4-5-24
Name _____ Date


Position