

**CITY OF CLEVELAND AND
CLEVELAND ASSOCIATION OF RESCUE EMPLOYEES/ILA, LOCAL 1975**

COMPREHENSIVE PACKAGE SETTLEMENT AGREEMENT

This Comprehensive Package Settlement Agreement is entered into by the City of Cleveland ("City") and the Cleveland Association of Rescue Employees/ILA, Local 1975 ("CARE" or "Union") (collectively "the Parties") to resolve the disputes listed herein under the terms described below and attached hereto.

BACKGROUND

1. CARE is the exclusive bargaining unit representative of all Emergency Medical Technicians, Emergency Medical Dispatchers, Paramedics and Sergeants within the City's Division of Emergency Medical Services ("EMS").

2. CARE and the City are currently engaged in litigation in the following matters:

- a. City of Cleveland v. Cleveland Association of Rescue Employees/ILA, Local 1975, Eighth Appellate District Case No. 20-109378, Cuyahoga Cty. Court of Common Pleas Case No. CV-18-908520, regarding the Conciliation Award issued for the 2016-2019 Collective Bargaining Agreement ("CBA").
- b. Cleveland Association of Rescue Employees/ILA, Local 1975 & City of Cleveland, AAA Case No. 01-19-0004-1451 (Arb. Felicia Bernardini), regarding the Division of EMS pay audit for the period of November 30, 2014 through January 15, 2017.
- c. Cleveland Association of Rescue Employees/ILA, Local 1975 & City of Cleveland, AAA Case No. 01-19-0003-1088 (Arb. James Mancini), regarding the payment of overtime for work hours over the regularly scheduled 48/36 hour pay period (CARE Grievance No. 19-15).

- d. Cleveland Association of Rescue Employees/ILA, Local 1975 & City of Cleveland, AAA Case No. 01-20-0000-7211 (Arb. James Mancini), regarding the denial of holiday premium pay to Paramedic Brandon Serri on November 28, 2019 (CARE Grievance No. 19-T07).
- e. Cleveland Association of Rescue Employees/ILA, Local 1975 & City of Cleveland, AAA Case No. 01-20-0000-0228, regarding the City's discontinuation of paying employees overtime pay on a recognized holiday when the employee uses pre-approved benefit time to take the holiday off (CARE Grievance No. 19-T02).

3. The City and CARE desire to resolve the above-described disputes and the Parties' 2019-2022 successor CBA, and have arrived at settlement terms dependent upon resolution of all of the above-described disputes under the terms below and attached hereto. As such, in consideration of the promises stated and representations made herein and attached hereto, the City and CARE agree to settle the above-listed matters in a comprehensive package settlement as follows:

TERMS AND CONDITIONS

4. **Settlement of 2016-2019 CBA ("Settlement Agreement #1")**. The City and CARE agree to resolve the dispute in City of Cleveland v. Cleveland Association of Rescue Employees/ILA, Local 1975, Eighth Appellate District Case No. 20-109378, Cuyahoga Cty. Court of Common Pleas Case No. CV-18-908520, as set forth in the attached Agreement to Amend Conciliation Award (Settlement Agreement #1). The terms of the 2016-2019 CBA between the City and CARE shall include the tentative agreements reached between the Parties, the Conciliation Award terms as issued by David Stanton in AAA Case No. 01-17-0007-3460, and the amendments to the

Conciliation Award agreed upon by the Parties as attached and incorporated thereto. Per Settlement Agreement #1, the City's appeal in Eighth Appellate District Case No. 20-109378 shall be withdrawn with prejudice pursuant to notice of settlement, and the City withdraws with prejudice its motion to vacate the Conciliation Award. Per Settlement Agreement #1, CARE waives its right to payment of statutory interest as awarded in Cuyahoga County Court of Common Pleas Case No. CV-18-908520. Further, per Settlement Agreement #1, the City and CARE are responsible for their own respective legal fees in Eighth Appellate District Case No. 20-109378, Cuyahoga County Court of Common Pleas Case No. CV-18-908520, and AAA Case No. 01-17-0007-3460, including their respective share of the Conciliator's fees in AAA Case No. 01-17-0007-3460.

5. **Settlement of EMS Pay Audit ("Settlement Agreement #2")**. The City and CARE agree that the discovered pay errors involving CARE bargaining unit members from the period of November 30, 2014 through January 15, 2017 shall be resolved consistent with the terms of Settlement Agreement #2, thereby resolving the Parties' dispute in Cleveland Association of Rescue Employees/ILA, Local 1975 & City of Cleveland, AAA Case No. 01-19-0004-1451 (Arb. Felicia Bernardini). The Parties agree that any deductions for money owed by CARE bargaining unit members to the City shall be deducted from the employees' "retro" pay for compensation awarded for the 2016-2019 CBA, with identification of the amount deducted. Any fees or the costs of the Arbitrator, if any, shall be equally split between the parties.

6. **Settlement of "Short Week"/Overtime Pay ("Settlement Agreement #3")**. Effective upon execution of this Agreement, the 2016-2019 CBA shall be modified to state that hours worked in excess of an employee's regularly scheduled work hours shall be paid as overtime (per rate based on 2,080 work hours per year), with sick time hours not counted as hours worked, but all other paid time counted as hours worked. CARE agrees to waive claims to back pay under Grievance No. 19-15, for the period up until execution of this Agreement. This settlement resolves the dispute in Cleveland Association of Rescue Employees/ILA, Local 1975 & City of Cleveland, AAA Case No. 01-19-0003-1088, and the Arbitrator shall be notified of such. Any fees or the costs of the Arbitrator, if any, shall be equally split between the parties.

7. **Settlement of Holiday Overtime Pay Grievance ("Settlement Agreement #4")**. Per Settlement Agreement #4, the City grants CARE Grievance No. 19-T07. The Grievant, Brandon Serri, shall receive two (2) hours of overtime pay to be made whole. The Arbitrator shall be notified Grievance No. 19-T07 is resolved. Any fees or costs of the Arbitrator, if any, shall be equally split between the parties.

8. **Settlement of Holiday Overtime While on Paid Leave Grievance ("Settlement Agreement #5")**. Per Settlement Agreement #5, the City and CARE agree that employees taking pre-approved paid leave off on a holiday shall not be paid overtime for those hours off on paid leave. The City and CARE further agree that all paid time, except sick time, shall continue to be counted as hours worked for the purpose of computing overtime. The Arbitrator shall be notified Grievance No. 19-T02 is

resolved. Any fees or costs of the Arbitrator, if any, shall be equally split between the parties.

9. **Settlement of 2019-2022 Collective Bargaining Agreement.** The City and CARE agree to resolve the 2019-2022 CBA (SERB Case No. 2019-MED-04-0429) per the terms of the Tentative Agreement for the 2019-2022 CBA, as attached hereto.

10. **No Admission of Liability.** The terms of this agreement and attached agreements represent a compromise of disputed claims, and neither of the parties make an admission of liability or wrongdoing regarding the subject matter of the above-listed disputes.

11. **Representations and Warranties.** Each party to this agreement and attached agreements represents and warrants to the other party as follows:

A. They have received independent legal advice from their attorney(s) concerning the advisability of making the settlement provided for in this agreement and attached agreements and of executing this agreement and attached agreements or had the opportunity to obtain legal advice prior to entering into this agreement and attached agreements.

B. They have carefully read and reviewed this agreement and attached agreements with their attorney(s) or had the opportunity to obtain legal advice prior to entering into this agreement and attached agreements, and know and understand their full contents, and are knowingly and voluntarily entering into this agreement and attached agreements.

C. They have not assigned to any person or entity any of the claims, or any portion of any of the claims, that were or could have been asserted in the lawsuit, except that any monies due pursuant to this agreement are assigned to his spouse and/or heir should the above-referenced employee decease prior to payment owed pursuant to this agreement and attached agreements.

D. They are fully authorized and competent to execute this agreement and attached agreements and do so relying on their own judgment of the nature, extent, and duration of any injuries, damages, and/or losses they have incurred.

E. They are not relying on any statement, representation, omission, inducement, or promise of any other party in executing this agreement, except as expressly stated in this agreement or attached agreements.

12. **Additional Terms.**

A. **Choice of Law.** This agreement and attached agreements have been executed and delivered in the State of Ohio, and the rights and obligations of the parties shall be construed and enforced under Ohio law.

B. **Entire Agreement; Modification.** This agreement and the attached agreements are the full, final, and binding settlement agreement between the parties, setting forth the terms of the settlements, and supersede any other prior or contemporaneous agreements, representations, and understandings, oral or written, between the parties regarding the subject matter of this agreement and the attached agreements. No supplement,

modification, or amendment of this agreement or the attached agreements will be binding unless it is in writing and signed by both parties.

C. **Waiver.** No waiver of any term of this agreement or the attached agreements constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver of that term. No waiver is binding unless signed in writing by the waiving party.

D. **Binding Effect; Assignment.** By affixing his/her/its signature to this document, each party is affirming that he/she/it has read, understands, and consents to the agreement and attached agreements and agrees to be legally bound by and to their terms. This agreement and attached agreements bind and inure to the benefit of all parties and their respective successors and assigns. This agreement and attached agreements cannot be assigned without the prior written consent of all other parties.

E. **Headings.** The headings in this agreement are for convenience of reference only and do not constitute a part of it. The headings do not affect its interpretation.

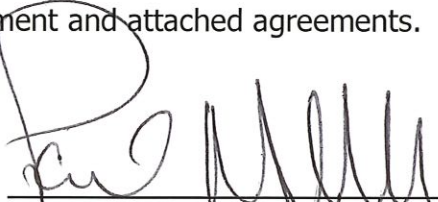
F. **Counterparts.** This agreement and attached agreements may be executed in counterparts, each of which is considered an original, but all of which constitute one and the same instrument.

G. **Cooperation.** Each party has cooperated in, and in any construction of this agreement and attached agreements shall be deemed to

have cooperated in, the drafting and preparation of this agreement and attached agreements.

H. **Additional Acts/Documents.** The parties shall perform all additional acts and execute and/or deliver all additional documents necessary to carry out the terms of this agreement and attached agreements.

FOR THE UNION:



 Paul Melhuish, President Date 8-26-20

FOR THE CITY OF CLEVELAND:



 Barbara A. Langhenry, Director* Date 9/4/2020
 Department of Law



 Karrie Howard, Director Date 8/31/20
 Department of Public Safety



 Nicole Carlton, Commissioner Date 8/27/2020
 Division of Emergency Medical Service
 Department of Public Safety

RECOMMENDED FOR APPROVAL BY:



 William Menzalora Date 8/27/20
 Chief Assistant Director of Law
 Department of Law

* Under Section 125.03 of the Codified Ordinances of the City of Cleveland, only the Director of Law can bind the City of Cleveland to a settlement agreement. Thus, no settlement is final until the Director of Law has signed and delivered the agreement.