

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**CITY OF CLEVELAND**  
**AND**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**(CHIEF DISPATCHERS)**

Effective April 1, 2025 through March 31, 2028

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**ARTICLE 1  
PURPOSE**

This Contract sets forth a complete agreement between the City of Cleveland, hereinafter referred to as the "City" and OPBA, hereinafter referred to as the "Union" which represents employees as specified herein. Specifically, the agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this Contract is to provide a fair and reasonable method of enabling employees covered by this Contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties. This Contract shall comply with the laws of the United States, the State of Ohio and the City of Cleveland and all applicable governmental administrative rules and regulations, which have the effect of law.

**ARTICLE 2  
RECOGNITION**

The Union is recognized as the sole and exclusive representative for the following job classifications for the purpose of establishing rates of pay, wages, hours, and other conditions of employment, but excluding all supervisors and security employees:

Chief Radio Dispatcher

In the event the Union is recognized as the exclusive bargaining representative of another classification, the parties will immediately commence negotiations with respect to wages and other terms and conditions of employment.

**ARTICLE 3  
MANAGEMENT RIGHTS**

Except as specifically limited herein, all rights are reserved to and remain vested in the City, including, but not limited to, the sole right to:

- a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City, standard of services its overall budget, utilization of technology and organizational structure;
- b) Direct, supervise, evaluate or hire employees and to determine when and under what circumstances a vacancy exists;
- c) Maintain and improve the efficiency and effectiveness of City operations;

d) Determine the overall methods, process, means, or personnel by which City operations are to be conducted;

e) Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;

f) Determine the adequacy of the work force;

g) Determine the overall mission of the City;

h) Manage the work force;

i) Require employees to use or refrain from other using specified uniforms or tools of duty;

j) Take actions to carry out the mission of the public employer as a governmental unit. The City reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Contract; and

k) The City shall have the right to subcontract services. However, for subcontracting which leads directly to the layoff of employees, the following procedure shall apply: Sixty-five (65) calendar days prior to any subcontracting the City shall meet and confer with the Union on no less than a weekly basis and the City will disclose the nature and costs of the proposed contract. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have the right to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to or greater than those the City can achieve through subcontracting, the City will accept the Union's alternative.

The City and the Union agree that if there is a disagreement regarding the above, including over the true value of the Union's competitive alternative (financial savings, improved efficiency, quality of service - - including the payment of a living wage), the Union will have the right to submit the issue of whether or not the Union's alternative "genuinely" meets or exceeds the City's objective to final and binding arbitration by requesting arbitration with the American Arbitration Association within fourteen (14) days of the expiration of the 65-day meet and confer period.

In the event the Union cannot successfully compete with the subcontractor, prior to any layoff, the City would submit the names of the affected employees to the subcontractor for his/her consideration. If the employee is not employed, he/she shall be subject to layoff.

Notwithstanding §4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subjects--including, but not limited to, those enumerated above--reserved to and retained by the City under this Article. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either §4117.08(C) of the Revised Code or pursuant to this Article of this Agreement.

**ARTICLE 4  
UNION RIGHTS**

It shall not be a violation of this Contract, and it shall not be a cause for discharge or disciplinary action if any employee refuses to do work normally done by primary striking members of another union, except that the City shall not be required to pay the wages of any such employees. Provided, that in no case shall any employees refuse to do any work, regardless of the existence of a lawful primary labor dispute, if in the City's judgment, such refusal would be detrimental to the public health or safety, unless the City cannot provide for the personal safety of the employees.

**ARTICLE 5  
NO-STRIKE**

The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike. For the purposes of this section, "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or of this Contract, including any and all disciplinary actions as they relate to alleged violations of this Contract.

**ARTICLE 6  
NON-DISCRIMINATION**

The City and the Union hereby state their commitments, legal and moral, not to discriminate or retaliate in any manner relating to employment or representation on the basis of race, color, creed, national origin, gender (including sexual, orientation, gender identity and expression), disability, age (for those age 40 or older), genetic background, veteran status, or any other characteristic protected by law.

**ARTICLE 7  
UNION SECURITY AND CHECKOFF**

Deductions shall be made during the second pay period of each month, but if an employees pay for that period is insufficient to cover Union dues, the City will make a deduction from the pay earned during the next pay period.

All deductions shall be accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and the Union jointly).

## ARTICLE 8 UNION REPRESENTATION

The City recognizes the right of the Union to select directors to represent employees, upon request on grievances concerning the interpretation or application of this Contract. The Union Director shall be permitted to attend to Union business directly affecting the bargaining unit during his or her regular tour of duty, without loss of straight-time pay or benefits, unless the Commander determines operational requirements dictate otherwise in a particular instance.

During their tour of duty and without loss of straight-time pay, the Union Director shall be permitted to investigate and process grievances, attend disciplinary hearings, and attend no more than three (3) Union meetings with reasonable notice given and for a period not to exceed three (3) hours of his/her scheduled on-duty time. Any Union activity or Union leave shall take into consideration the Department's operational needs and requirements.

An office with an untapped phone line will be available for the use of the Union Director in handling union business.

The Union shall furnish the City with the name of Union Director(s), indicating the shift to which each is assigned, and further, shall promptly notify the City in writing of any changes therein.

The non-employee representative of the Union shall be admitted to the City's facilities and sites during working hours upon reasonable advance notice to the appropriate Appointing Authority or his office. Such visitations shall be for the purpose of ascertaining whether or not this Contract is being observed by the parties, to participate in the adjustment of grievances or to attend other meetings as provided herein. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the City.

The City shall provide the Union with a bulletin board at mutually selected locations. Provided that:

- a) No notice or other writing may contain anything political or critical of the City or any City official or any other institution or any employee or other person;
- b) All notices or other materials posted on the bulletin board must be signed by the Union Director or an official representative of the Union; and
- c) Upon request from the Commander or his designee, the Union will immediately remove any notice or other writing that the City believes violates this paragraph, but the Union shall have the right to grieve such action through the Grievance Procedure.

Members of the Bargaining Committee for the Employees covered by this Agreement, not to exceed two (2) in number, shall be granted time away from duty without loss of straight-time pay or benefits, for the purpose of negotiating an agreement with the City, or any supplements thereto.

**ARTICLE 9  
PROBATIONARY PERIOD**

New employees shall normally serve a probationary period of ninety (90) calendar days. The City may extend an employee's probationary period for up to ninety additional calendar days. Any employee not successfully completing their probationary period shall return to their prior position as a police dispatcher. Demotion of an employee prior to completion of the probationary period shall not be subject to the Grievance Procedure herein contained. Employees will be eligible to utilize accrued benefits during this probationary period. Any proficiency testing shall be conducted, to the extent reasonably possible, at a similar time of day and at similar workload levels. This article has no application to employees discharged for cause during their probationary period.

**ARTICLE 10  
SENIORITY**

Job classification seniority is defined as an employee's length of service while holding the same classification. The employee shall receive credit for all time spent on the City's payroll in that classification. Job classification seniority would be used where applicable in other provisions of this Contract.

City employment seniority shall be defined as an employee's continuous length of service, effective from date of hire. City employment seniority would be applied as described in other provisions of this Contract. An employee's time spent as a temporary appointee shall be included in calculating his or her job classification and City employment seniority for purposes of all seniority bidding within the unit. City employment seniority is suspended for non-FMLA leaves of absence in excess of sixty (60) calendar days.

At the conclusion of two (2) years of service, temporary employees shall automatically become regular certified employees. Where more than one employee was hired at the same time, relative seniority shall be established by department seniority and then by City seniority.

City employment seniority shall be terminated when an employee:

- a) Resigns or quits;
- b) Is discharged for just cause;
- c) Is laid off for a period of more than twenty-four (24) consecutive months;
- d) Is absent without leave for three (3) consecutive working days, that employee will be considered to have voluntarily quit. After the third consecutive day, if the employee alleges that he or she called in the tapes upon which any call should appear shall be made available to the Chief Steward; or
- e) Fails to report for work when recalled as provided in Article 11.

The City will provide the Union with a list of all employees within the bargaining unit listing name, job classification, department, date of hire, and date of classification not more than twice a year upon request by the Union.

It is the obligation of each employee to keep the City advised of his current address and, for purposes of this Contract, the City may rely on the last address supplied by an employee.

If the City rehires an employee who retires in good standing within twelve (12) months after the retirement date, then the employee shall not suffer any loss of benefits that have not been cashed out. The employee's level of seniority and service credit for benefit accrual purposes shall continue to increase from the point of departure with no credit for the time away from the City.

## **ARTICLE 11 LAY-OFFS**

Whenever it is necessary to reduce the working force of the City, either for lack of work or lack of funds, employees shall be laid off based upon seniority within the affected classification within their division in the following order:

- 1) Temporary employees;
- 2) Regular/Certified employees.

Before any bargaining unit employee is given notice of lay-off, the City will notify the Union.

Regular full-time employees shall be given a minimum of fourteen (14) workdays advance written notice of lay-off indicating the circumstances which make the lay-off necessary. Exceptions to the above will be provided for by mutual consent between the City and the Union.

In the event an employee is laid off, he shall receive payment for earned, but unused vacation as quickly as possible, but not later than ten (10) days after the lay-off.

Employees shall be notified of recall by certified mail addressed to the employee's last known address as shown on the City's records. If an employee fails to accept recall within fourteen (14) calendar days of the date of receipt of the recall notice or the date on which the certified mail notice is returned to the City, he or she shall be removed from the layoff list and shall forfeit all seniority rights, including recall rights.

Any Chief Dispatcher who is a "civil service regular" dispatcher, who is laid off, shall be permitted to fill a vacancy in the dispatcher job classification. If no vacancy exists, he/she shall be permitted to bump the least senior dispatcher based on the Chief Dispatcher's years of seniority as a Dispatcher and Chief Dispatcher (exclusive of breaks in service).

**ARTICLE 12  
LEAVES OF ABSENCE**

**Funeral Leaves.** An employee will be granted a leave of absence with pay to be charged against his accumulated sick leave with pay, in the event of the death of his spouse, mother, father grandparents, grandchildren, or person who has been in loco parentis to the employee, mother-in-law, father-in-law, child, brother, or sister, as follows:

- a) If the funeral is within Ohio — five (5) working days.
- b) If the funeral is outside the State of Ohio — seven (7) working days.
- c) To be eligible for funeral leave, an employee must provide the City with a funeral form and must attend the funeral, and the failure to do so, or a misrepresentation of facts related to a funeral leave, shall be proper cause for disciplinary action (including forfeiture of pay for the leave).

**Jury Duty.** An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence with pay for the period of jury or witness service, as provided herein:

- a) An employee must present verification of his call to jury duty or witness duty;
- b) If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature; and
- c) An employee must turn in the amount received as a jury or witness fee to the City Treasurer in order to receive his regular pay for this time period.

The V-Days of employees on jury duty will be adjusted to fall on days other than jury duty days. However, employees shall not be entitled to overtime as a result of such adjustment.

An employee who is required to appear in court for reasons outside the scope of his employment, other than jury duty, shall be granted vacation time or an excused absence (non-paid) provided that documentation is provided, either in the form of a subpoena or a letter from a participating attorney; and the request for an excused absence (non-paid) or vacation time is made to the appropriate supervisory person at least four-four (24) hours in advance.

**Military Leave.** Employees 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 a leave of absence from their positions without loss of pay for the time they are performing service in the uniformed services in accordance with Cleveland Codified Ordinance Section 171.57.

**Union Leave.** At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment.

**Education Leave.** Upon reasonable notice, an employee may be granted a leave of absence with or without pay for educational purposes relating to the operations of the City, per current City policy.

**Sick Leave With Pay.** All regular full-time employees shall be credited with paid sick leave at the rate of ten (10) hours per month or fifteen (15) workdays per year.

a) Paid sick leave shall be granted only for pregnancy leave, actual sickness or injury, confinement by reason of a contagious sickness, or visit to a doctor or dentist for medical care of the employee or his immediate family, and pregnancy (*including* postpartum periods).

b) Paid sick leave will be credited, but cannot be used until the employee has satisfactorily completed the first ninety (90) days of his initial probationary period with the City.

c) No paid sick leave shall be granted unless the division authority designated by the City is notified of the sickness no later than ninety (90) minutes prior to the employee's scheduled starting time on the first day of the absence on account of sickness. Absences not reported as stated above may be excused by the City if the appointing authority or his designee determine that there were unusual circumstances which were beyond the employee's control. An employee is required to either call in on each day off or he may notify the City of the tentative length of his absence.

d) An original certificate from a licensed physician, physician's assistant or nurse practitioner shall be provided or presented (with a copy provided thereafter) immediately upon returning to work:

- i. For a sickness of any duration if the employee is on any of the steps of the City's sick abuse control procedure (subject to modification consistent with implementation of a no-fault attendance policy); or
- ii. For a sickness of longer than three (3) days' duration.
- iii. For any use of sick leave on a designated City holiday.

Such certificates must include the actual dates of incapacity, re-employment date, work capable of being performed, and any restrictions. Upon request, the supervisor to whom the certificate is presented will sign and date the copy (or original) being retained by the employee. No employee shall be required to report to the Medical Unit as a condition of returning to work unless there is a bona fide concern about his or her ability to perform his or her regular duties.

Failure to present an original certificate from a licensed physician, physician's assistant or nurse practitioner as required will be treated as single-instance sick leave abuse and will be disciplined pursuant to governing practice and policies.

The validity of all medical excuses and physician's certificates are subject to review by a City physician. Any reviews or medical examinations by the City shall be done on City time.

e) Upon retirement or death, an employee or his legal representative shall have the right to convert his accumulated paid sick leave into cash at the rate of one (1) day of pay for each three (3) days of unused accumulated paid sick leave. The hourly pay rate used shall be the last three (3) year average of earnings, overtime and longevity pay divided by 2080 hours. Once sick leave is converted upon retirement, all then-accumulated sick leave is forfeited.

f) Once each year the City will distribute to all regular full-time employees an annual statement fully advising the employee of his paid sick leave status.

g) An employee who is hurt on the job shall have the option of using paid sick leave or furlough.

h) Except where an injury or illness is alleged to be covered under Workers' Compensation and except where an employee is on an approved medical leave of absence, employees who have exhausted their accumulated sick leave shall be required to use accumulated H-days, compensatory time, P-H days and furlough time, in an order determined by the affected employee. An employee required to use furlough time may use it in increments of one (1) day and may choose which day of furlough is being used, but all of the days of a particular furlough period must be exhausted before selecting days from another furlough period.

**Sick Leave Without Pay.** After an employee has exhausted his sick leave with pay, he or she shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness, injury or pregnancy (including post-partum recovery periods), upon request, supported by medical evidence satisfactory to the City if the employee has reported such illness, injury or pregnancy (including post-partum recovery period), to his or her department head or Immediate supervisor by no later than the second day of absence. If the illness, injury, or pregnancy (including post-partum recovery period), continues beyond six (6) months, the City may grant additional sick leave under this paragraph upon request. An employee on sick leave is expected to keep the City informed of the progress of his or her illness, injury or pregnancy (including post-partum recovery period), as circumstances allow. Any employee who has been on sick leave for beyond three (3) consecutive work days may be required to submit to and pass a physical examination before being permitted to return to work.

**Personal Leave.** For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for good cause shown for a period not to exceed ninety (90) days. The granting of such leaves will be based upon the operational needs of the employee's department.

**General Leave.** All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms to be provided by the City. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists.

If it is found that a leave of absence is not actually being used for the purpose for which it is granted, the City may cancel the leave, direct the employee to return to work, and impose disciplinary action up to and including discharge.

An employee who fails to report back to work at the end of a leave of absence shall be considered to have voluntarily resigned, unless a timely request for extension is pending or the City has not cleared the employee to return.

Except when on military leave, an employee in any unpaid leave of absence does not accrue credit toward furlough, paid sick leave, step raises, longevity or P.E.R.S. However, no employee shall lose previously accrued credit by operation of the preceding sentence.

**Family and Medical Leave Act.** Any paid or unpaid leave granted by the City which is based upon reasons which would qualify for use of leave pursuant to the Family and Medical Leave Act may be charged against an employee's entitlement for FMLA leave, provided that the employee is notified as required by the FMLA.

Upon request by a bargaining unit member, the member's current status as to time-off available and used, as kept by CCS supervision, will be provided within one working day.

Medical excuses presented by an employee will be received and kept by the City.

### **ARTICLE 13 ASSIGNMENT OF WORK - TEMPORARY TRANSFERS**

All employees shall be required to perform any and all authorized temporarily assigned duties, regardless of their usual or customary duties or job assignment. A temporary transfer shall not exceed thirty (30) working days, except (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence, (2) to provide furlough relief scheduling, (3) to fill an opening temporarily pending permanent filling of such opening, or (4) to meet an emergency situation. The employee shall be given a written notice of said transfer if the work assignment exceeds eight (8) hours. When an employee is temporarily transferred to another job classification he shall receive his regular rate of pay even if the rate of pay for such other classification is lower than his regular rate.

Where a sergeant is not on the floor for four (4) hours or more during a Chief Dispatcher's shift, the Chief Dispatcher (limited to one per shift and rotated among Chief Dispatchers by seniority) shall receive an additional one-half (2) hour of compensation at straight-time. This provision shall not apply in the event of a permanent re-assignment of sergeants from the radio room.

### **ARTICLE 14 JOB EVALUATION AND DESCRIPTION**

The City has the sole and exclusive right to make job evaluations and job descriptions and create job classifications when it deems appropriate.

In the event the name of a classification in the bargaining unit is changed and the work duties remain substantially unchanged, the City will promptly notify the Union of said change.

If a substantial change in a job occurs, the Union may ask for a meeting with the City to discuss the situation. The Union, at this meeting, must demonstrate a significant change as relates to the skill level now required of the existing classification which would warrant an increase in pay. If the City agrees, a new rate shall be agreed to. If an agreement cannot be reached, the matter may be submitted to arbitration as provided in Article 31 for the purpose of determining a rate of pay.

#### **ARTICLE 15 SHIFT PREFERENCE**

If a vacancy on a shift occurs as determined in the sole discretion of the City, employees will be permitted to bid on that vacancy on the basis of seniority. The City retains the right to train new-hires on a particular shift before allowing bidding on the vacancy.

In October of each year all positions on all platoons shall be posted for bid on the basis of seniority. Changes shall be effective no later than January 1 of the following year. Notwithstanding the above requirement, the City reserves the right to reassign employees based upon operational need. Such reassignment shall not be arbitrary or capricious.

#### **ARTICLE 16 HOURS OF WORK**

The City reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours.

The normal workweek for regular full-time employees shall begin at midnight Sunday and shall end at midnight the following Sunday.

The City shall retain the right to determine weekly and daily work schedules and the number of shifts required.

Individual notification of any changes in shift scheduling shall be provided to all employees and the Union at least forty-eight (48) hours in advance of the changes unless operational needs dictate otherwise.

Employees shall be scheduled according to operational needs on regular work shifts. The normal workday for employees shall consist of eight (8) hours of work, inclusive of thirty (30) minutes of time allotted for meals and two (2) fifteen (15) minute breaks, with regular starting and quitting times. In the normal year, employees will average two thousand eighty (2,080) hours of work. The employees' yearly salary, divided by 2080 is the employee's regular hourly rate of pay.

Employees shall receive their salary in equal biweekly amounts. Said fixed salary is compensation (apart from overtime premiums) for all regularly scheduled hours worked. Said

fixed salary is intended to compensate employees at straight time rates for all regularly scheduled hours worked.

The City will deduct eight (8) hours of time from the compensatory time bank of an employee who receives more than one hundred and five (105) V-days in a calendar year. If an employee has no compensatory time banked at the end of the calendar year, the City will deduct the first eight (8) hours of compensatory time the employee earns in the new calendar year. If an employee receives fewer than one hundred and five (105) V-days in a calendar year, the City will: (a) allow the employee to request an extra eight (8) hour day off during the calendar year subject to the approval of the City; or (b) (if the employee does not take the extra day off during the calendar year) credit the employee with eight hours of compensatory time at the end of the calendar year.

Employees shall be compensated for overtime hours in accordance with the Fair Labor Standards Act.

The parties to this agreement agree that these provisions are in compliance with the provisions of the Fair Labor Standards Act. The City reserves the right to modify these provisions if, in the City's opinion, such modification is necessary to bring the City into compliance with the Fair Labor Standards Act.

The City shall pay employees a shift premium of forty-seven cents (\$.47) per hour for any hours worked on second or third shifts. No shift premium will be paid for any hours worked on first shift. For purposes of determining shift premium, shifts are defined as follows:

1st Shift: An employee for whom the majority of his normal hours of work fall after 7:30 a.m. and before 2:00 p.m.

2nd Shift: An employee for whom the majority of his normal hours of work fall after 3:00 p.m. and before 12:30 a.m.

3rd Shift: An employee for whom the majority of his normal hours of work fall between 12:30 a.m. and 7:30 a.m.

Employees rotating between all three shifts shall receive a shift premium of forty-seven cents (\$.47) per hour. All shift premiums are paid on a straight-time basis only.

All employees in the job classifications covered by this contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) hours in one day.

All employees in the job classifications covered by this Contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on holidays.

Paid holiday hours, compensatory time hours, and paid vacation hours shall be counted as hours worked, sick leave shall not, for the purpose of computing overtime unless the holiday hours or vacation hours are not part of the employees regular work week. If an employee is in a six (6) or seven (7) day operation and is regularly off on Monday, and the holiday falls on Monday, and

the employee works full days Tuesday through Saturday, his regular work week, the employee shall receive an H-Day on the books.

Employees who are required by management to attend appointments with related services received under the City's Ease at Work program during their scheduled hours of work shall not suffer loss of pay for attending such appointments. This shall not apply to appointments related to mandatory drug/alcohol testing, or for related treatment services when an employee tests positive from a mandatory drug/alcohol test.

12-Hour Shifts. When in operation, twelve (12) hour shifts will be in accordance with the 12-Hour Shift Addendum attached hereto.

#### **ARTICLE 17 DOCKING**

The City will dock employees on the basis of 1/10 (or six (6) minutes) per hour.

#### **ARTICLE 18 OVERTIME**

The City shall be the sole judge of the necessity for overtime. All employees in the job classifications covered by this Contract shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in one (1) work week. All employees in the job classification covered by this Contract shall receive not less than one and one half (1.5) times their regular pay for all hours worked on a regularly scheduled day off.

Employees who have a period of unpaid leave (excepting FMLA leave) are ineligible to work available overtime for a period of twenty-four (24) hours after returning from unpaid leave unless all other Chief Dispatchers have refused specific, available overtime hours. Notwithstanding this provision, the City may, in its discretion, require an employee to work overtime according to its policy.

#### **ARTICLE 19 EQUALIZATION OF OVERTIME**

Where a Chief Dispatcher is assigned to train a sergeant or during a newly appointed Chief Dispatcher's probationary period assignment to the Communications Control Section, the Chief Dispatcher will be compensated with two and one quarter (2.25) hours of non-FLSA compensatory time whenever the Chief Dispatcher is so assigned for more than four (4) hours during a shift.

Where a Chief Dispatcher is responsible for monitoring, overseeing, and evaluating training for a newly appointed Police Radio Dispatcher(s), Safety Telephone Operator(s), or Bilingual Communication Specialist(s) the Chief Dispatcher will be compensated with two and one quarter (2.25) hours of non-FLSA compensatory time whenever the Chief Dispatcher is so assigned for more than four (4) hours during a shift.

Only one (1) Chief Dispatcher per shift shall be eligible to receive compensatory time for the training and training oversight duties described above in any shift. Opportunities to be eligible for this non-FLSA compensatory time shall be rotated among all Chief Dispatchers by agreement.

This provision will also apply to the Training Chief Dispatcher designated by the City when he/she is engaged in formal training of newly appointed Police Dispatchers for more than four (4) hours during a shift.

The Chief Dispatchers shall receive in-service training of not less than eight (8) hours annually.

The parties agree that employee overtime opportunities will be offered as follows:

- A. In the event of Emergency Overtime (fewer than sixteen (16) hours' notice), overtime will be offered in the following order:
  - 1. To the employee from the shift preceding the overtime shift next in seniority after the last employee from that preceding shift to work overtime and then by seniority from the preceding shift.
  - 2. By bargaining unit seniority starting after the last employee from any other shift to work overtime.
  
- B. In the event of Anticipated Overtime (sixteen (16) or more hours' notice), overtime will be offered in the following order:
  - 1. To the employee from the shift on which the overtime occurs who is next senior to the last employee from that shift to work overtime and is scheduled for a V-day on the date of the overtime.
  - 2. To the employee from the shift on which the overtime occurs who is scheduled for a furlough on the date of the overtime.
  - 3. By unit seniority starting after the last employee from any other shift to work overtime.

Only after all employees have been offered the overtime as set forth above can the City offer the overtime to another bargaining unit.

All non-emergency overtime shall be voluntary, and an employee shall have the right to refuse an overtime assignment, except for emergencies; provided that an employee will be excused for personal reasons if a replacement can be obtained in time to meet the City's emergency. In declared emergency situations, employees may be required to work overtime in other than reverse seniority order. For the purpose of this paragraph, an emergency is defined as impairment to City services or operations, which cannot be delayed until the beginning of the next regular workday or shift.

The City is not required to offer overtime on a seniority basis when an employee is requested to continue working for a reasonable time to complete a specific task.

**ARTICLE 20  
HEALTH COVERAGE/HOSPITALIZATION**

**Hospitalization/Surgical.** The City agrees to provide single or family coverage whichever is applicable, for each eligible employee enrolled in any of the health coverage plans under the terms and conditions set forth in this Article and in accordance with Addendum A (summary description of benefits effective April 1, 2025). There shall be no duplicate coverage if both spouses are on the City's payroll.

The City shall have the right to change insurance carriers or self-insure provided that benefits levels remain substantially the same.

The City reserves the right to add additional coverage tiers.

Furthermore, on the aforementioned plans, dependent coverage shall be limited to members of the employee's immediate family (i.e., spouse and children).

All members shall contribute or, any hospitalization/medical, prescription, dental and vision plans offered by the City and such contributions shall be deducted from the member's wages as follows:

Effective April 1, 2025:

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
MMO Plus (including Rx, dental and vision coverage)	15%	14%	19%	18%

The City shall have the discretion to implement and offer a voluntary, optional, high-deductible hospitalization plan for employees with benefit levels as outlined in Addendum B.

If so implemented and elected, the premium rates shall be as follows:

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage

Employee Premiums (including Rx, dental and vision coverage)	6%	5%	10%	9%
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The City reserves the right to add additional coverage tiers.

To qualify for the wellness premium contribution rates, the employee must complete annually a health-risk assessment and have participated once annually in a biometric screening. The screening can be attained either through a program offered by the City, at its option, or by the employee through an annual physical conducted by a physician. The screening shall require the following measurements:

- Height
- Weight
- Body mass index (BMI)
- Waist circumference
- Blood pressure

The screening shall also require a blood sample to measure:

- Total cholesterol
- High-density lipoprotein (HDL)
- Glucose
- Low-density lipoprotein (LDL) (available only with the fasting test)
- Triglycerides (available only with the fasting test)

The discount shall take effect on the first day of the plan year following completion of biometric screening. The City shall establish the initial deadline in 2014 on which employees must satisfy the wellness survey/screening requirements. The City shall provide no less than thirty (30) days' advance notice of said deadline. Until such deadline is set, the "wellness" premium contribution rates shall apply.

No later than 150 days prior to expiration, the parties shall convene a labor management committee with no more than three (3) representatives from each party in order to discuss the possible application of health-oriented results to the Wellness Initiatives in the next contract.

Health care deductions of one-half the above amounts shall be made the first two pay periods of each month.

For all mental, nervous and substance abuse treatment, in-patient and outpatient coverage shall be that set forth as part of the health care insurance plan selected by the employee.

The prescription program shall be that set forth as part of the health care insurance plan selected by the employee.

**Wellness Initiatives:** The City reserves the right to implement and discontinue voluntary wellness incentives and programs on the same terms as all other City employees during the life of

the Contract. If the City intends to add or discontinue a wellness incentive during this contract, it will notify the Union and meet and discuss prior upon request of the Union.

**Life Insurance.** The City shall provide all unit employees with Group Insurance in the minimum amount of \$25,000.00.

Provisions for conversion at the time of retirement or other termination shall be in accordance with the provisions set for other employees.

**Dental Insurance.** All regular full-time employees and dependents will be covered for Dental Care. Dental benefits shall be as follows:

- Reduce deductible to \$25/persona and \$50/family (from \$50/person) and \$150/family)
- Increase basic co-insurance to 90% (from 80%)
- Increase Orthodontia Lifetime Maximum to \$2,000 (from \$1,500)
- Increase Annual Maximum to \$2,000 (from \$1,000)

**Eye Care Insurance.** All regular full-time employees and dependents will be covered for Vision Care. Vision benefits shall be as follows:

- Increase Frame Allowance to \$150 (from \$120)
- Reduce UV co-pay to \$0.00 (from \$10)
- Increase Eye Exam Frequency to once every 12 months (from once every 24 months) for member aged 20 or over

## **ARTICLE 21 PAY DAY**

The City shall regularly pay all employees every other week, on either Wednesday, Thursday or Friday. If the payday falls on a holiday, the City will pay all employees on the day before the holiday.

The employee will be paid by direct deposit.

When an employee works a scheduled holiday and is entitled to receive time and one-half his or her regular rate of pay for the time spent working on the holiday, the employee shall receive pay for that holiday with the next scheduled pay.

**ARTICLE 22  
COMPENSATORY TIME**

As each occasion arises, employees shall be given an opportunity to choose whether to receive pay or compensatory time for overtime hours worked and for hours worked on a holiday, provided, however, that the City may elect to require cash payment for such hours worked on a bargaining-unit-wide basis.

Use of compensatory time shall be allocated on a "first-come-first-served basis, however, seniority will govern allocation when there are two (2) or more requests for use of compensatory time on the same shift within six (6) hours of the start of the shift.

Compensatory Time may be accumulated at each employee's discretion up to a maximum of 480 hours. Compensatory time shall be used upon reasonable request by the employee and if operational needs can be met. However, each employee shall receive two (2) shifts off for Compensatory Time each month, even if it causes overtime and if operational needs can be met. Compensatory time shall be paid out at the employee's then prevailing wage rate:

- a) Upon discharge, resignation or layoff, or
- b) Upon death of the employee to the employees estate.
- c) The City agrees to budget twenty thousand dollars (\$20,000) in each calendar year, effective January 1, 2026, from which employees may cash out their accumulated Compensatory Time. If the requests exceed the amount budgeted in any calendar year the requests shall be granted on a *pro rata* basis.

**ARTICLE 23  
LONGEVITY**

Longevity is tenure with the City while in a pay status. Time in authorized leaves of absence shall be deducted for purposes of computing the amount of employment. For an employee to be eligible to receive longevity pay in a given year, his longevity time must have been accumulated by March 1 of that year and the employee must have been in a pay status at some time between January 2 and March 1 of that year.

On or before March 31 of each year, all regular full-time employees shall receive longevity pay as follows:

After 5 years	\$300.00
After 10 years	475.00
After 15 years	575.00
After 20 years	700.00
After 25 years	800.00
After 30 years	900.00

**ARTICLE 24  
UNIFORM ALLOWANCE**

All regular full-time employees in the job classification of Chief Radio Dispatcher shall receive an annual uniform credit of Three Hundred Fifty Dollars (\$350) and cash uniform maintenance payment of Four Hundred Dollars (\$400) in 2025. Uniform maintenance payment to retirees may be prorated based upon the employee's date of retirement. Effective in 2026, the annual uniform credit will be increased to Four Hundred Dollars (\$400.00) and the cash uniform maintenance payment will be increased to Four Hundred and fifty Dollars (\$450.00).

Employees who have been employed in the Bureau of Communications for at least five (5) years as of March 1 will have the option of receiving their uniform credit in cash.

The City will provide a two hundred and twenty-five dollars (\$225.00) one-time uniform allowance paid to any employee promoted to the Chief Dispatcher position.

An employee must be on the City's active payroll at the time of payment. Newly hired employees shall receive their payment after successful completion of their probationary period.

Employees provided uniforms, a uniform allowance, or safety equipment shall report to work properly attired and equipped. Failure to do so will result in discipline. All clothing and uniforms shall be picked up by the date designated in the Divisional Notice.

**ARTICLE 25  
HOLIDAYS**

All regular full-time employees shall be entitled to twelve (12) paid holidays as follows:

New Year's Day	Juneteenth
Dr. Martin Luther King Day	Independence Day
Presidents Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Employees are entitled to two (2)-personal holidays in each calendar year. At each employee's option, unused personal holidays shall be paid out or credited to accumulated non-FLSA compensatory time at the end of each calendar year. Personal holidays will be granted contingent upon operational needs and a request by the employee being submitted for consideration at least five (5) days prior to the date being requested. If the operating needs of the department cannot be met because there are too many requests for a specific day or for any other reason, the requests will be considered and approved in accordance with seniority guidelines. New hires cannot use personal holidays during their probationary period.

To be entitled to holiday pay, an employee must work on the last scheduled non-vacation, non-personal day work day before and the first scheduled non-vacation, non-personal day workday after the holiday.

**Family Days:** Employees may request up to two (2) days off per calendar year for graduation, wedding or religious ceremony or similar family event (e.g. communions, bar mitzvahs), and will give at least five (5) days written notice of said request to the City. Such day off shall be granted unless a conflict exists with the emergency operational needs of the Bureau. Employees shall use their accumulated compensatory time, earned H-days and PH days, but not sick-time, for the day off. A family day request shall have priority over all other time-off requests and will be granted based on order of request. In the event that more than one employee requests the same day off and the requests are made during the same shift, the Family Day will be granted based on seniority.

**Observance.** New Year's Day, Independence Day, and Christmas Day shall be observed on the day on which they actually occur.

## **ARTICLE 26 FURLOUGHES**

All regular full-time employees shall be granted the following furlough with full pay for each year based upon their length of City service as of December 31 of the preceding year, as follows:

<u>Years of Service</u>	<u>Furlough</u>
After 1 year	10 days
After 5 years	15 days
After 12 years	20 days
After 22 years	25 days

The administration of furloughs (including eligibility requirements) shall be in accordance with the following rules and regulations:

1) Any employee who has completed less than one (1) year of continuous employment by December 31 of the previous year shall receive one (1) workday off for each month worked prior to December 31 of the previous year, but not to exceed ten (10) days. New employees whose starting date is prior to the 16th of the month shall be credited with one (1) day of furlough for that month.

2) For furlough purposes, an employee's continuous employment is defined as the period of time during which he is continuously listed as an employee on the rolls of the City, including paid sick leave.

3) If an employee is discharged for cause, or quits and is re-employed at a later date, his length of continuous employment will be computed from the date of his re-employment.

4) An employee who is laid off and is later re-employed shall be given credit for his service before the lay-off, but no credit will be given for that period of time during which the employee did not work.

5) Time in authorized leave of absence shall be deducted for purposes of computing the amount of employment.

6) An employee transferred from one division to another shall be given credit for his service elsewhere with the City, providing such employment has been continuous.

7) An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year shall earn furlough leave at the rate for which he is eligible based on length of service as follows: 1 day per month, not to exceed ten (10) days; five (5) years, but less than twelve (12) years' service -- 1-1/2 days per month, but not to exceed fifteen (15) days; twelve (12) years, but less than twenty-two (22) years' service -- 2 days per month, not to exceed twenty (20) days; twenty-two (22) years' service -- 2-1/2 days per month not to exceed twenty-five (25) days.

8) An employee may use any furlough earned prior to December 31st of the preceding year. Furlough being earned currently in any calendar year may not be used until after December 31st of that year.

9) Furlough shall be taken during each currant year, provided that the City may permit an employee to accumulate and carry over his vacation leave to the following year, and must be taken during that period of time.

10) If an employee is laid off or terminates prior to taking his furlough earned but not used for the previous year, he shall be paid in full for that furlough time in addition to receiving pro-rata furlough earned during the current year in which he terminates.

11) The estate of a deceased employee shall receive payment for any unused leave, including pro-rata furlough earned during the current year for which the employee was eligible at the time of death.

12) Any employee eligible for furlough under existing rules, who enlists or is inducted into the armed forces, shall at the time of leaving for military service, be paid in full for all accrued furlough time (earned but not previously taken).

13) A returning serviceman may be entitled to his furlough in the calendar year following the year of his return on the same basis as if he had been on the City payroll during the full preceding calendar year, providing he returns to duty within six (6) months of discharge from military service.

14) If a recognized holiday falls within an employee's furlough, the employee shall receive an additional paid furlough day in lieu of the holiday, (either at the beginning or at the end of his furlough at his option).

15) Employees may take their furlough during the calendar year at the convenience of the City. During the last quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by the City their furlough preferences. Selection of furloughs in the prior year shall be based upon the employees' time in the Chief Dispatcher classification. Once

the departmental furlough schedule is determined, it shall not be changed without the consent of the involved Chief Dispatcher(s) except in response to an operational emergency. Any employee who fails to make his furlough application during the appropriate period will be given his furlough leave without regard to seniority, based upon when his application was made. Where unusual circumstances arise the City will consider requests for furloughs to be taken in one (1) day increments.

16) Furloughs of one (1) week or longer which have been vacated thirty (30) or more days before they are scheduled are available for bid on a seniority basis to the other employees on that shift.

17) After twenty-two (22) years of service, an employee, with the approval of the Chief of Police, may work his/her furlough at straight time and be paid for it in the same pay period in which the furlough was worked. If the employee exercises this option, no compensatory time may be used by the officer as vacation time off during the work period that this option is exercised.

18) Requests to use up to two (2) days of compensatory time in conjunction with a furlough shall be given priority over other requests to use compensatory time (except for Family days).

19) Unused furlough at the end of the calendar year will be converted to non-FLSA compensatory time.

#### **ARTICLE 27 CALL-IN PAY AND COURT PAY**

An employee who is required to appear in court or to work at a time when he is not regularly scheduled to report for work or at a time not contiguous to the employee's shift shall be guaranteed a minimum of three (3) hours of pay at his applicable rate of pay. This rate shall be increased to four (4) hours of pay if the employee worked the previous night shift.

**DISCIPLINARY HEARINGS.** Employees attending a disciplinary hearing at a time when they are not scheduled to work will be paid +4 (4 hours at 1.5 times their usual hourly rate). Employees working the night shift may elect either of the following:

- a. On the day of the hearing, leave their assigned shift prior to the hearing four (4) hours early;
- b. On the day of the hearing, report for their assigned shift after the hearing four (4) hours late; or
- c. Receive the +4 as set forth above.

#### **ARTICLE 28 DISCIPLINE**

Discipline is defined as any verbal or written warning, suspension, discharge demotion, or reduction in pay. No discipline shall be imposed except for just cause. An employee who is disciplined must be charged within fourteen (14) working days of the event(s) upon which the discipline is based or within a reasonable time from the date the City had knowledge of said

event(s). An employee shall be considered to have been charged” when he or she receives written notification of the specific conduct or activity being investigated or evaluated to determine whether there has been a violation of any City rule, order or policy. The notification will be specific as to time, place, assignment and conduct or activity under investigation or evaluation. Employees so notified shall be given written notice of the disposition of the investigation or evaluation within a reasonable time following receipt of the notice of investigation and shall be advised of the status of an investigation or evaluation upon request. Employees will be notified that formal charges are not being brought within ten (10) days of such a determination. Where it was agreed that it is likely that notification would prejudice an ongoing criminal investigation, notification may be delayed no longer than fourteen (14) days following the conclusion of the criminal investigation. In the case of suspension or discharge, the employee has a right to have a Union Director present and upon request, will be permitted to discuss his suspension or discharge in an area provided by the City before he is required to leave the premises. If a Union Director is being disciplined, he has a right to be represented by a Union officer. Notwithstanding City Civil Service Rule 9.23, the City may prefer low level, charges for attendance violations, or refusal to work mandatory overtime without all charges of a more serious nature being brought at the same time.

If an employee is charged with a felony and held in custody, he shall be placed on an unpaid administrative leave pending the adjudication of his criminal charges. Employees released from custody shall be scheduled for any predisciplinary conference within the same time constraints applicable to all other bargaining unit members. If the employee is convicted of the criminal charges and required to serve a period of incarceration, his employment with the City of Cleveland shall be terminated. If the employee is convicted or pleads guilty but released from custody and not required to serve a period of incarceration or found to be not guilty, the City shall schedule a pre-disciplinary hearing following the adjudication of the criminal charges.

An employee who is suspended or discharged shall be given a written notice stating the reason for the disciplinary action within three (3) working days. Upon request by the employee, a copy of the written notice will be given to the Union. All suspensions shall be for a specific number of consecutive workdays. Any disciplinary action taken as a result of an employee's violation of the No-Strike Section shall not be appealable through the grievance procedure.

When computing days of suspension, holidays shall count as working days. However, in those instances where a disciplinary suspension causes an employee to be in inactive pay status on the last workday prior to the holiday, such employee shall not be entitled to holiday pay in accordance with the holiday section.

The City shall not consider, as a basis of progressive discipline, any reprimand, suspensions, or other disciplinary action which, occurred more than three (3) years previous.

No work rules shall be implemented unless they have been posted in a conspicuous place for at least three (3) days and the Union Director has been notified in writing. If it is necessary to implement a work rule in less than this three (3) day period, such work rule shall be effective upon notification to the Union Director, but shall nevertheless, be posted for at least three (3) days.

The City reserves the right to implement a no-fault attendance policy. The City will notify the Union prior to implementing such a policy and will meet and confer with the Union regarding the policy.

The Chief can administer discipline up to and including ten (10) day suspensions. Stronger discipline is administered by the Safety Director.

Employees can be subject to immediate discharge for, including but not limited to the following offenses:

- 1) Theft of City property;
- 2) Conviction of an offense related to the sale of drugs; and
- 3) Conviction of two (2) DUI offenses within a two (2) year period for employees who regularly drive City vehicles.

All employees are required to notify the City within ten (10) calendar days of the date on which they knew that they were criminally charged with, convicted of, arrested or issued a warrant for:

- 1) A felony, or
- 2) A misdemeanor. Exempt from this provision are minor misdemeanors as defined in the Ohio Revised Code if they do not involve alcohol, drugs, other controlled substances or use of a computer.

Failure to notify the City may result in discipline.

Work rules shall be uniformly applied to all employees in the bargaining unit.

## **ARTICLE 29 PERSONNEL RECORDS**

An employee shall, upon request, be permitted to review his/her Divisional personnel records file, except reference letters, in the presence of appropriate supervision and he/she may initial and date the contents found therein. Only copies of letters of discipline evaluations and commendations shall be made available to the employee at the time of issuance. However, any materials in the employee's personnel record which have not been seen or signed by him/her or which, are more than three (3) years old at the time discipline is being considered shall not be used as a basis for progressive discipline. The signing of any materials to be placed in an employee personnel record does not indicate agreement by the employee as to the contents of the material but does acknowledge he/she has seen it.

**ARTICLE 30  
MANAGEMENT/LABOR COMMITTEE**

A Management/Labor Committee shall be convened upon request to discuss mutual areas of concern at least 2 CD in attendance.

**ARTICLE 31  
GRIEVANCE PROCEDURE**

A grievance is a written claim or complaint arising under and during the term of this Contract filed by an employee or a group of employees (involving a single common issue or event) covered by this Contract with regard to the interpretation or application working days” shall be Monday through Friday, except holidays as provided in this Agreement.

An employee who believes he has a grievance has a right to notify his union representative of the situation and discuss it however, proper regard for the City's operational needs and prior authorization of the supervisor is required. Every grievance must be dated and signed by the employee and the steward, must set forth the complete details of the grievance including the provision(s) allegedly violated, the history of the occurrence (date, time, etc.,) and the relief requested. Nothing in this procedure shall prevent an employee from discussing the matter with his Supervisor(s) in an attempt to resolve any problem. It is the intent of the City and the Union to share information pertaining to grievances at all Steps of the grievance procedure.

Whenever any employee is subjected to interrogation by any departmental personnel for reasons that could lead to disciplinary action, the employee shall be apprised of the nature of the investigation and may contact a union officer to be present. This does not include criminal investigations, unless the interrogation is being conducted by, or under the auspices of, the Internal Affairs Unit or a similar body. If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure beginning at Step 3.

Step 1. A grievance shall be presented to the employees Communication Control Section Commander within ten (10) calendar days after the event giving rise to said grievance. The Bureau Of Communication Commander or his designated representative will meet with the steward and/or the local Union officer (the City or the Union may request the presence of the grievant) within seven (7) calendar days from receipt of the grievance in an effort to resolve said grievance and shall render an answer in writing within five (5) calendar days of the Step I answer, Grievances concerning payment of wages shall be filed at Step 2 within the ten (10) calendar day time limit. Grievances concerning discharge may be filed at Step 3 within the ten (10) calendar day time limit.

This answer shall set forth in detail the settlement reached between the parties. Agreement on this settlement shall be noted by both parties in writing on the grievance form. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

Step 1-A. An employee may choose to appeal disciplinary action by filing a grievance.

Step 1-B. Grievances may be filed within the ten (10) calendar day time limit at the management lever at which the decision or discipline being grieved was made, or at the Step above that level if that level is not a Step in the grievance procedure.

Step 2. If a grievance is not satisfactorily settled at Step I of the grievance procedure, the Union may appeal the grievance in writing to the employee's Director or his designated representative within seven (7) calendar days of the Step 1 answer. The Director or his designated representative shall meet with the local Union President and/or local Union officer(s) within seven (7) calendar days after receipt of the written appeal. The City or the Union may request that the grievant also be present. The Director or his designated representative will render an answer in writing within fourteen (14) calendar days after the Step 2 meeting. The answer will set forth in detail the settlement reached between the parties. Agreement on this settlement shall be noted by both parties in writing on the grievance form. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the Union may appeal the grievance in writing, with the grievance history, to the City's Labor Relations representative within fourteen (14) calendar days of the Step 2 answer. The City's Labor Relations representative will meet with the Union's business representative local Union President, and/or local Union officer(s) within fourteen (14) calendar days from receipt of the written appeal. The City and the Union shall not have more than two (2) representatives, respectively, at these meetings.

The City will render an answer in writing to the Union business representative within thirty (30) calendar days from the Step 3 meeting, with a copy provided to the local Union President.

Step 4. Any grievance not satisfactorily settled at Step 3 may be submitted for arbitration. Such must be submitted in writing within thirty (30) calendar days of the Step 3 answer. The selection of an arbitrator shall be by agreement or under the auspices of AAA.

The parties shall bear equally the fees and expanses of the arbitrator. The aggrieved employee, local Union officer, local Union President and/or any necessary witness will not lose regular straight-time pay for time spent at arbitration proceedings, provided the Union notifies the City of the names of the individuals whom they are requesting to be present at least twenty-four (24) hours prior to the hearing.

In instances where the City objects to arbitration, and the Union chooses to proceed, the first question to be placed before the arbitrator will be whether or not the alleged grievance related to specific provisions covered by the Contract and/or whether or not the grievance has been timely processed and is, therefore, arbitrable. If the arbitrator rules that the grievance is not arbitrable, the grievance will be considered concluded at that point in favor of the City.

If the arbitrator determines that the grievance is within the purview of arbitrability. The grievance will be heard on its merits before the same arbitrator.

The arbitrator's decision shall be rendered to both parties in writing within thirty (30) days and shall be final and binding on both parties. The arbitrator shall have no authority to: add to, subtract from, disregard, or modify any provisions of this Contract, and shall confine his decision

to the express issue(s) put before him by the parties relating to express terms and provisions of this Contract. An arbitrator may rule on the validity of a verbal or written warning, if it is presented on the basis for further progressive disciplinary action.

**Enforcement of Award.** Arbitration awards shall be implemented in good faith and within a reasonable time after their issuance, or after any good faith appeals of an award are completed. Where a party has failed to implement or appeal an award in good faith and/or within a reasonable time, that party shall bear the court costs and/or arbitrators fees of the other in any subsequent proceedings to mandate compliance with the award.

A grievance, which is untimely filed or untimely appealed by the Union, may be denied on that basis.

Any grievance for which the response by management is not timely may be appealed by the Union to the next step.

**Computation of Time.** For purposes of this section, timeliness is counted as working days from the date of the incident, the date expressed on the face of either the answer, or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by the parties. The date of occurrence of the event causing time to run is not counted in the computation of any time limit. The last day of the period is included in the computation of the time limit. If the last day of a period is not a regular business day, the time period runs through the end of the next regularly scheduled business day. For the purposes of this section, abstinence, in whole or in part, from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours terms and conditions of employment for the duration of this Contract or any extension thereof. Violations of this paragraph may constitute an unfair labor practice as determined and remediable by the State Employment Relations Board ("SERB"). In the event an unfair labor practice is determined by the SERB, the City will not subsequently impose discipline except as recommended by SERB. The City shall not lock out any employees for the duration of the Contract.

## **ARTICLE 32 STRESS UNIT**

Employees shall be given access to any stress unit to which uniformed safety personnel have access. In recognition of the possibility that an employee may be subject to an extraordinary stressful situation in the course of his/her employment, the City may grant any employee so involved or exposed an unpaid or paid administrative leave. Employees may use their own or donated accumulated time to maintain income during an unpaid administrative leave. The determination and the final decision of the use and duration of an administrative leave and whether it is paid or unpaid will be made by the City. (All correspondence is confidential)

## **ARTICLE 33 PAID TIME OFF DONATION**

Bargaining unit members may donate accumulated sick time to eligible bargaining unit members under the following conditions:

1) **Eligible Employees.** Any bargaining unit member who has a serious medical condition as defined by the FMLA, has exhausted his/her own sick leave, vacation, holidays and compensatory time and who has not been within the steps of the Attendance Policy during the last twelve (12) months will be eligible for donations.

2) **Eligible Donors.** Any member of this bargaining unit may donate up to a maximum of forty (40) hours per donation and up to eighty (80) hours total per year to members of this bargaining unit or the CPPA-Civilian bargaining unit. In order to make a donation, an employee must have a sick leave balance of one hundred (100) hours immediately following the donation and must sign a written contribution agreement with his/her union representative subject to final approval by the City's Office of Labor Relations.

3) **Donations.** Eligible recipients may request sick time donations by completing and signing a Request for Donation form and submitting the form to a Union officer. The Union officer will then present the form to Labor Relations. Requests for donations shall be posted on the bulletin board in the Communications Control Section for a period not to exceed seven (7) days. Donations will be deducted from the donors accumulated sick leave time at his/her hourly rate and credited to the account of the recipient at his/her hourly rate. Donations are irrevocable.

4) **Indemnification.** The Union shall indemnify and hold harmless the City from any damages, liabilities, obligations, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, arising from or attributable to any act or omission of the City or any employee thereof in administering this provision except as pertains in the normal course of the grievance/arbitration provision of this Agreement, and except in those cases where donor and recipient eligibility requirements have been met and donation has otherwise not been approved by the City.

#### **ARTICLE 34 DRUG/ALCOHOL TESTING**

1) **Policy Statement.** Both the Union and the City recognize illegal and/or prohibited drug usage and workplace alcohol abuse/misuse as a threat to the public safety and welfare and to the employees of the Police division. Thus, the Division will take the necessary steps, including drug and alcohol testing, education, prevention and rehabilitation to maintain an illegal and/or prohibited drug and alcohol free workplace which is the goal of this Article.

2) **Definitions:**

(a) The term "illegal and/or prohibited drug" includes tetrahydrocannabinol ("THC") as well as other controlled substances as defined in the Ohio Revised Code.

(b) The term "illegal drug usage" includes the intake or consumption of THC or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

(c) The term "drug test" means a urinalysis test consisting of an initial screening step and a confirmation step employing the gas chromatography/mass spectrometry (GC/MS) method

utilizing urine samples collected according to collection methods and chain of custody procedures consistent with United States Department of Transportation (“D.O.T.”) regulations.

(d) The term “Misuse of Alcohol” means the use or possession of ethyl or methyl alcohol in the workplace, or testing positive (as defined in paragraph (e)) for the presence of alcohol in an employee's system while at work.

(e) The term “Alcohol Test” means a breath analysis test selected and certified under Federal Standards. An initial positive level of .03 grams per 210L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, *i.e.*, below the positive level, testing shall be discontinued, and records of the testing shall not be placed in the employee's personnel file. Only employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .03 grams per 210L of breath. If confirmatory breath testing results are negative, *i.e.*, below the positive level, all records of the testing shall not be placed in the employee's personnel file.

(f) “Voluntary Participation in a Dependency Program” means in the absence of a positive test result or a request to take a drug/alcohol test, an employee seeks the professional assistance of a treatment program supervised by the Medical Director and/or members of the Employee Assistance Unit or pursuant to another City program such as Recovery Resources and/or a program covered by the employee's insurance plan.

3) **Prohibited Conduct.** The following is prohibited on City property, while working for the City, conducting City business, or while operating City vehicles:

- Reporting to work under the influence of illegal and/or prohibited drugs or alcohol or testing positive for illegal and/or prohibited drugs or alcohol following random or reasonable suspicion testing.
- Being in possession of, using, selling or distributing illegal and/or prohibited drugs or alcohol.
- Being impaired by prescription or over-the-counter medication that affects job performance or safety.

4) **Notice and Education of Employees Regarding Drug/Alcohol Testing.**

All employees will be informed of the Division's drug/alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive for illegal drug use and alcohol abuse/misuse. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

5) **Basis for Ordering an Employee to be Tested for Drug/Alcohol Abuse.** Employees may be tested under any of the following conditions:

(a) Reasonable Suspicion. Where there is reasonable suspicion that the employee to be tested is using or abusing illegal and/or prohibited drugs or alcohol while on duty. Such reasonable suspicion must be based upon objective facts or specific circumstances which present a reasonable basis to believe that an employee is using alcohol or illegal and/or prohibited drugs in violation of this policy. Two examples of where reasonable suspicion shall be deemed to exist are where there has been an on-duty injury to an employee, or another person requiring medical attention, the cause of which is otherwise unexplained, and where an employee, while driving a city vehicle, becomes involved in a traffic accident which results in physical harm to persons or property where the circumstances raise a question as to the existence of substance abuse by the employee involved. The listing of these examples is not intended to exclude other situations which may give rise to reasonable suspicion of abuse. A supervisor ordering an employee to take a drug/alcohol test shall give the Chief of Police, in writing, his/her "reasonable suspicion" reasons for ordering the test. A copy of the "reasonable suspicion" reasons shall be provided to both the employee and the Union upon request.

(b) For Random Testing. The term "Random Testing" means employees, during their normal tour of duty, are subject to Random Drug/Alcohol Testing,. The annual number of such random tests shall not exceed twenty-five percent (25%) of the members covered by the contract during a calendar year beginning January 1 (if testing commences later than January 31, the number of tests taken shall not exceed a pro-rated amount of 25% of the members). Such test shall be reasonably spread throughout the year. Member(s) notified of their selection for random/drug alcohol testing shall proceed immediately to the collection site. A member who is on a regularly scheduled V-Day, furlough Day, already absent due to illness or injury, on compensatory time off (approved before the member was scheduled for testing) or under subpoena from a court, shall be excused from testing, but will remain subject to future random testing.

(c) Prior to a return to duty after participation in a substance abuse rehabilitation program regardless of the duration of the program, and following an employee's return under these circumstances wherein the employee shall be required to undergo three (3) unannounced urine tests within the one-year period starting with the date of return to duty.

(d) Post-accident Testing. For an employee involved in an accident resulting in a personal injury or property damage estimated to be one thousand dollars (\$1,000.00) or more.

Prior to obtaining a drug/alcohol test from an employee as set forth in sections (a) through (d) above, the City shall instruct the officer that the results of the drug/alcohol test can result in termination from employment.

6) **Urine Samples.** Specimen collection will occur in a medical setting and conform to D.O.T. regulations. The procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee will complete a form indicating the use of all drugs currently being taken and identify the prescribing physician.

The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure that the results match the employees tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered unless a Union representative is unavailable when the test is to be conducted and any further delay will potentially compromise the validity of the test results.

7) **Testing Procedure.** The Laboratory selected by the City to conduct the analysis must be a federally certified laboratory experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

- (i) Initial screening step, and
- (ii) Confirmation step.

The urine sample is first tested using a screening procedure. (EMIT or an equivalent test). For a specimen testing positive, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test (or an equivalent test) will be used. An initial positive report will not be considered positive; rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality. An employee who tests positive for drugs and or alcohol will be given the opportunity to review the tests and, if desired, a reasonable opportunity to rebut the results.

8) **Medical Review Officer**

The City shall maintain a Medical Review Officer ("MRO"). The MRO shall review any positive test results before a determination is made regarding a violation of this policy. The MRO will be available to discuss the test results with the employee.

9) **Disciplinary Action**

(a) **Drugs.** Employees who as a result of being drug tested on the basis of reasonable suspicion are found to be using illegal and/or prohibited drugs shall be subject to dismissal. Employees who test positive for illegal drugs pursuant to a random test or who are found to be abusing drug(s) which have been legally prescribed shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the Medical Director and members of the Employees Assistance Unit. Any employee who tests

positive for a second time pursuant to a random test or who is found for a second time to be abusing drugs which have been legally prescribed shall be subject to dismissal.

(b) **Alcohol**. An employee who tests positive for alcohol shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the Medical Director and members of the Employees Assistance Unit.

An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline up to a three (3) day suspension (but is also subject to additional discipline for other rules violations).

Any employee testing positive for alcohol for a second time shall be subject to dismissal.

(c) Refusal to submit to a drug/alcohol test, or adulteration of, or switching a sample shall also be grounds for dismissal.

10) **Right to Appeal**. An employee disciplined as a result of a drug test has the right to challenge such discipline beginning at Step 3 of the grievance procedure.

11) **Voluntary Participation in a Dependency Program**. Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Medical Director and/or members of the Employee Assistance Unit or through another City program such as Recovery Resources and/or a program covered by the employee's health insurance plan. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Participation in a dependency program is voluntary and strictly confidential. Under provisions of GPO 25-85, neither the City administration, the Division of Police nor any unit or entity within the City shall have access to the program's files and records. However, the Chief of Police or his designee of the Medical Unit shall be advised when an employee is hospitalized or is an outpatient as part of drug dependency rehabilitation. Also, upon written request of the participating officer, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

12) Illegal and/or prohibited drug use or alcohol misuse or participation in any substance abuse dependency or rehabilitation program will not preclude disciplinary action against employees for any law or rule violation even though such law or rule violation may have been connected in part with drug/alcohol abuse, and/or even if the rehabilitation program is voluntarily undertaken.

13) The Union shall be indemnified and held harmless for the violation of any employee's constitutional, common law, or statutory rights. The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

14) The Union shall be permitted reasonable access to all records, facilities, documents, and procedures necessary to enable it to properly and effectively monitor all aspects of this program, and shall in no event be excluded from any procedure where Association presence is

requested by an employee, (and a representative is readily available), or be denied access to any records which an employee has requested be provided to the Association and to which an employee is entitled to have access. The City shall provide the Union on an annual basis, a list of employees tested and the date of each test.

**ARTICLE 35  
LEGALITY**

In the event that any portion of this agreement is found by a court to be unlawful, the remainder of the Agreement shall not be affected, and the City and the Union shall promptly meet to negotiate a lawful alternative provision.

**ARTICLE 36  
MEDIA**

Unless required by applicable law, the City shall not disseminate the names, addresses, telephone numbers or other personal data of a bargaining unit member. Reasonable notice will be provided to bargaining unit members prior to filming, taping or interviewing by the media.

**ARTICLE 37  
PARKING TICKETS**

Employees who fail to pay moving violation fines and/or parking tickets/fines on City vehicles will authorize the City to deduct the amount of the fines from their pay once the administrative appeal process, if applicable, has been exhausted.

**ARTICLE 38  
WAGES**

Employees shall be compensated as follows and maintaining the differential over the Police Dispatcher annual rate identified for each step in the pay scale:

<b>Years in Position</b>	<b>Differential</b>	<b>4/1/2025 (Retroactive)</b>	<b>1/1/2026 (Retroactive)</b>	<b>4/1/2026 (Retroactive)</b>	<b>4/1/2027</b>	<b>10/1/2027</b>
Start	10%	\$65,549.22	\$66,860.20	\$68,866.01	\$70,931.98	\$72,350.62
After Probation	13%	\$67,336.93	\$68,683.66	\$70,744.17	\$72,866.49	\$74,323.82
After 1 Year	16%	\$69,124.63	\$70,507.12	\$72,622.33	\$74,801.00	\$76,297.02

Wage increases shall be effective: (a) During the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the first week of a pay period; or (b) During the pay period following the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the second week of the pay period. The wage increases in January 2026 shall be effective: (a) During the pay period in which January 1<sup>st</sup> falls if January 1<sup>st</sup> falls in the first week of a pay period; or (b) During the pay period following the pay period in which January 1<sup>st</sup> falls if January 1<sup>st</sup> falls in the second week of the pay period. The wage increases in October 2027 shall be effective: (a) During the pay period in which October 1<sup>st</sup> falls if October

1<sup>st</sup> falls in the first week of a pay period; or (b) During the pay period following the pay period in which October 1<sup>st</sup> falls if October 1<sup>st</sup> falls in the second week of the pay period.

Employees who are on “unpaid leave” (other than FMLA or military leave), “suspended” or “layoff” status at the time the contract is executed shall not be entitled to retroactive wage payments, uniform allowances and uniform maintenance allowances or other monetary benefits until and unless they return to “active” status.

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**ARTICLE 39  
DURATION**

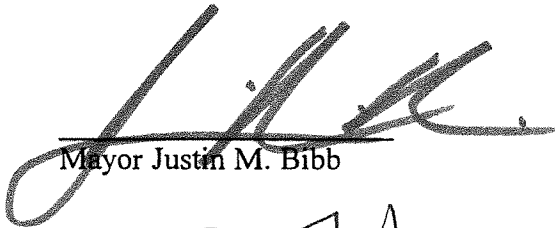
This Contract represents a complete and final understanding on all bargainable issues between the City and the O.P.B.A. and it shall be effective as of the date of execution and remain in full force and effect until March 31, 2028.

This Contract supersedes all previous agreements and memorandums.


IN WITNESS THEREOF, the parties have caused this Agreement to be executed by the duly authorized representatives this 16<sup>th</sup> day of APRIL, 2026.

**CITY OF CLEVELAND**

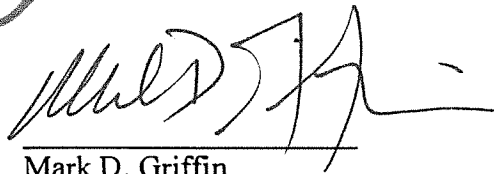
**OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION**




\_\_\_\_\_  
Mayor Justin M. Bibb




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Jeff Perry  
Business Agent, OPBA



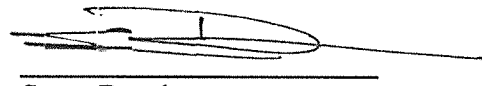
\_\_\_\_\_  
Mark D. Griffin  
Chief Legal Officer




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Andria Cabaniss  
Committee Member



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Matthew J. Cole, Director  
Department of Human Resources



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Steve Dusek  
Committee Member



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Phil Davila  
Committee Member

**ADDENDUM A  
CITY OF CLEVELAND  
MEDICAL INSURANCE PLAN DESIGN**

**I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)**

	<u>In-Network</u>
a. Annual Deductible:	\$750 single \$1,500 family
b. Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c. Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$1,500 single \$3,000 family
d. -- Doctor and other Office visits: -- Specialists:	\$20.00 Co-pay \$30.00 Co-pay
e. Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use \$100.00 Co-pay plus 90% Co-Insurance
f. Wellness/Preventive Services:	
Routine Physical Exam (One exam per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	\$20.00 office visit Co-pay, not subject 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.

## II. PRESCRIPTION DRUG

a. Co-Pays:

Generic (mandatory)	\$10.00
Name Brand, Formulary	\$25.00
Name Brand, Non-Formulary	\$40.00

b. Mandatory Generic Requirement – Mandate individual’s use of generic drugs where available; if individual chooses Name Brand Formulary or Name Brand Non-Formulary when generic is available, individual pays the applicable Name Brand Formulary or Name Brand Non-Formulary co-pay plus the difference between the Generic and Name Brand costs.

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

**ADDENDUM B HEALTHCARE  
CITY OF CLEVELAND  
HIGH DEDUCTIBLE PLAN**

	<u>In-Network</u>
a. Annual Deductible:	\$2,000 single \$4,000 family
b. Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c. Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$4,000 single \$8,000 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 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	100% not subject to

Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):

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.

## **ADDENDUM C 12-HOUR SHIFTS**

### **12-HOUR SHIFT ADDENDUM**

#### **A. Timing**

The 12-Hour Shift Addendum was implemented on January 1, 2024, and is subject to renewal on an annual basis. The City reserves the right to extinguish the 12-hour shift schedule by issuing notice to the Union no later than October 31<sup>st</sup> of any calendar year. The City's issuance of timely notice will provide the City the right to extinguish the 12-hour shift schedule effective the following January 1<sup>st</sup>. Prior to implementing the extinguishment of the 12-hour shift schedule, the City shall provide the Union with a written explanation for this decision, and, upon the Union's request, participate in meet-and-confer discussions. The written explanation shall be issued, and the meet-and-confer discussions shall occur, no later than the October 31<sup>st</sup> preceding January 1<sup>st</sup> extinguishment.

#### **B. General Design**

The design of the 12-Hour Shift Schedule is generally referred to as a Modified Pitman Shift Schedule. This schedule utilizes four (4) squads of employees and two (2) twelve-hour shifts to achieve 24/7 coverage. On any given day, one day squad and one night squad are working while the other 2 squads (1 day and 1 night) are off. During a two-week cycle each squad works two (2) consecutive shifts, then has two (2) shifts off, then works three (3) consecutive shifts, then has two (2) shifts off, then works two (2) consecutive shifts followed by three (3) shifts off. Employees work 84 hours per two-week cycle with every other Saturday-Sunday-Monday off. Day shift starts at 0600 and ends at 1800. Night shift starts at 1800 and ends at 0600. All squads work forty-eight (48) hours one week and thirty-six (36) hours the following week. Employees who work the two-week cycle are paid the equivalent of eighty-eight (88) hours at a straight time rate. This paragraph is not intended to establish minimum staffing requirements.

#### **C. Adjustments To Some Terms of The Existing Collective Bargaining Agreement**

1. Overtime – Mandatory holdover or early call-in overtime is limited to four (4) hours before or after an employee's regularly scheduled shift and eight (8) hours on a regularly scheduled day off, subject to the provisions of Article 19. Emergency overtime may be invoked to require employees to work on a day off but only in the event an inadequate number of volunteers or holdover/early call-in candidates are available to work the assignment. Employees required to work on a regularly scheduled day off may split their required shift with another employee or employees. Other than switching workdays with another employee, employees shall receive overtime pay for any work performed on a day that they are not scheduled to work.

2. Sick Time – Sick time will accrue at ten (10) hours per month and will be deducted on an hour-for-hour basis when used. The basis for disciplinary action under the City's Sick/Absence Abuse Program for bargaining unit employees assigned to twelve (12) hour shifts will be more than forty-eight (48) hours of usage within a rolling calendar quarter. All other applicable policies not in conflict with this Agreement shall remain in effect. Use of a sick day adjacent to a scheduled V-day will not be the basis for a determination of pattern sick leave abuse.

3. Holidays and PH Days –Personal Holidays are paid based on a 12-hour day. Unused PH days roll over at eight (8) hours per unused day. Holidays are paid based on an 8-hour day. Employees required to work on a holiday, whether regularly-scheduled or via a call-in, will be entitled to one-and-one-half times their regular hourly rate for all hours worked.

4. Furlough – Furloughs will be earned as follows:

After 1 year	80 hours
After 5 years	120 hours
After 12 years	160 hours
After 22 years	200 hours

Furloughs will be allocated per Article 26. It is anticipated that compensatory time may be used to fill a day and that bridge days will continue to be available depending upon operational needs. Unused furlough at the end of the year will be converted to compensatory time. Compensatory time will not be counted as hours worked for the purpose of computing overtime.

5. Lunches/Breaks – The lunch period will be forty-five (45) minutes. There shall also be a 15-minute break during the first half of the shift and a 15-minute break during the second half of the shift.

6. Training Compensation – Employees shall receive two and one-quarter (2.25) hours of compensatory time for each shift spent training another employee for a minimum of four (4) hours. The City and the OPBA agree that an employee who is merely being observed by another employee or another person is not engaged in training under this provision

7. Days of Suspension – Disciplinary suspension days are measured in eight (8) hour increments served in twelve (12) hour shifts. Where an employee serves fewer than all twelve (12) hours of a shift day as a suspension the employee may either work the remaining, non-suspension hours in that shift or use compensatory time, if available, to cover the remaining scheduled shift hours.

8. Shift Differential – Employees shall receive the \$0.47/hour shift differential for all hours worked during a 12-hour shift.

9. **SHIFT/SQUAD BIDDING AND ADJUSTMENT**

No later than the beginning of October of each year, all positions on all shifts) day or night) and squads within these shifts (representing the workdays/days off) shall be posted for bid by shift/squad by seniority within the Chief Dispatcher classification. Changes based on the shift/squad bids shall be effective no later than January 1 of the following year.

The City will provide a sheet listing each position by shift and squad within that shift which each employee will mark his or her next to a shift/squad in seniority order. (Example: Day Shift, Squad 1; Night Shift, Squad 2, etc.). An employee will have no more than seventy-two (72) hours to make his or her bid after the selection is forwarded to him or her and failure to do so will result in the employee being moved to the end of the selection order.

The City has the unilateral right to assign employees by inverse seniority to different shift/squad from their original bids during the calendar year to maintain required staffing on any shift/squad. The City may also unilaterally reassign employees to a different shift/squad to balance experience as operationally necessary. When balancing experience, the reassignment shall be limited to employees with less than three (3) years of seniority in the classification and the least senior employee on a shift with more than three (3) years of seniority.

9. Paid holiday hours, compensatory time hours, and paid vacation hours shall be counted as hours worked, sick leave shall not, for the purpose of computing overtime unless the holiday hours, compensatory time hours or vacation hours are not part of the employee's regular work week.

**D. LMC**

The parties understand that this is a work in progress; issues will arise that may require additional adjustments to the collective bargaining agreement and/or current practices (such as overtime in the "short" week, etc.). The parties are committed to continuing to meet and confer in good faith to address any such challenges in order to reach equitable and efficient solutions. The existing provisions and procedures contained in the collective bargaining agreement and this Agreement shall continue to apply unless modified per agreement of the parties.

### **COMPENSATORY TIME SIDE LETTER**

The City and the Union agree that, on a one-time basis in 2026, the City will grant each member of the bargaining unit twenty (20) hours of non-FLSA compensatory time within thirty (30) days following full execution of the 2025-2028 Agreement. Said compensatory time may be used or converted to cash payment in accordance with existing policies and the terms of the Agreement.

## **10-HOUR SHIFT SIDE LETTER**

The City and the Union agree to engage in discussions regarding the potential implementation of a 10 hour shift for administrative employees. The City shall retain sole discretion to determine whether to implement and, if implemented, whether to maintain a 10-hour shift following such discussions.

## **HEALTH INSURANCE SIDE LETTER**

The City and the Union agree that the percentage of the fully insured equivalent rates that were charged to employees during the 2024-2025 plan year will not change for the 2025-2026 plan year. If the City intends to change the rates it charges to employees in the 2026-2027 or 2027-2028 plan years, it will notify the Union and meet and discuss such increases prior to implementation.